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, 2014 — September 30, 2015

TABLE OF CONTENTS

PREAMBLE 3
ARTICLE I RECOGNITION 4
ARTICLIE 2 NON-DISCRIMINATION 5
ARTICLE 3 DUES DEDUCTION 6
ARTICLE 4 UNION BUSINESS 7
ARTICLE 5 BULLETIN BOARD 8
ARTICLE 6 PROHIBITION OF STRIKES 9
ARTICLE 7 MANAGEMENT RIGHTS 10
ARTICLE 8 GRIEVANCE AND ARBITRATION 12
ARTICLE 9 DOCUMENTS 14
ARTICLE 10 PROMOTIONAL POLICIES 15
ARTICLE 11 PROBATIONARY PERIOD 16
ARTICLE 12 SENIORITY AND LAY-OFF 17
ARTICLE 13 DRUG FREE WORKPLACE POLICY 19
ARTICLE 14 HOURS OF WORK AND OVERTIME COMPENSATION 34
ARTICLE 15 WORKING OUT OF CLASSIFICATION 35
ARTICLE 16 SAFETY AND EQUIPMENT 36
ARTICLE 17 TRAINING 37
ARTICLE 18 EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES 38
ARTICLE 19 EDUCATION 40
ARTICLE 20 HOLIDAYS 42
ARTICLE 21 VACATION LEAVE, SICK LEAVE, TERMINAL PAY, AND PERSONAL LEAVE 43
ARTICLE 22 MAJOR ILLNESS LEAVE 46
ARTICLE 23 BEREAVEMENT LEAVE 47
ARTICLE 24 JURY DUTY 48
ARTICLE 25 INSURANCE 49
ARTICLE 26 WAGE SCALE 50
ARTICLE 27 ILLNESS/INJURY IN THE LINE OF DUTY 53
ARTICLE 28 PENSION FUND 54
ARTICLE 29 SAVINGS CLAUSE 55
ARTICLE 30 DURATION OF AGREEMENT 56
Exhibit "A" Application for Membership 57
Exhibit "B" Greivance Form & Public Records Request Chapter 119 58

PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town", and the 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 regular full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

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

Employees in the certified bargaining unit description under Public Employment Relations Commission (PERC) Certification No. 1504 and as amended on December 21, 2012 are the recognized bargaining unit.

ARTICLE 2
NON-DISCRIMINATION

Section 1. All references 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 race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

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, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

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, 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 Handbook of Procedures and Policies for Employees of the Town of Lake Park, hereinafter referred to as 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, as used in this Agreement, is limited to a complaint or request of a bargaining unit member of the Union which involves the interpretation of, application of, or compliance with the provisions of this Agreement. A grievance 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 filling 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 six (6) months 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 a regular full-time employee's and a regular part-time employee's 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 regular 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 most qualified within the bargaining unit based upon documentation of their qualifications.

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee within the bargaining unit (based upon documentation of their qualifications) shall be retained.

Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall notice 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 recall notice

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
DRUG FREE WORKPLACE POLICY

Section 1. PURPOSE.

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy and Procedures on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

This policy is established to provide guidelines on handling incidents of alcohol and/or drug abuse as it relates to the workplace, in compliance with the drug-free workplace requirements under the Florida Statutes Workers' Compensation Chapter (Fla. Stat. § 440.101-02). The legislative intent of the Chapter is to promote drug-free workplaces in order for employers to be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees. Further, drug abuse is discouraged under the statute, and employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. To qualify as having established a drug-free workplace program under Chapter 440 and to qualify for discounts provided under section 627.0915, Florida Statutes, and deny medical and indemnity benefits under this chapter, the Town must implement drug testing that conforms to the standards and procedures established in section 440.102. The Town has implemented a drug-free workplace program in accordance with the notice, education, and procedural requirements taken directly from the comprehensive procedures outlined in Florida Statute § 440. 102. Chapter 59A-24 of the Florida Administrative Code, containing the Drug-Free Workplace Standards adopted by the Agency for Health Care Administration, is also hereby incorporated by reference and shall be utilized for all drug testing pursuant to Chapter 440, Florida Statutes.

Questions concerning the Town's policy should be presented to the Human Resources Director for guidance or clarification.

Section 2. DEFINITIONS.

The definitions set forth in Chapter 440, Florida Statutes, and Chapter 59A-24 Florida Administrative Code will apply to the terms used in this policy. In pertinent part:

a. **Confirmation test, confirmed test, or confirmed drug test** refer to a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

b. **Drug** means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid[1]; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbituarate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.

c. **Drug Rehabilitation Program** means a service provider, established pursuant to s. 397.311(33), Florida Statutes, that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

d. **Drug test or test** refer to any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

e. **Initial Drug Test** means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.

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[1] "Drug" is defined herein as defined in Fla. Stat. § 440.102(1)(c). The section 440.102 has not been amended since the passage of Fla. Stat. § 381.986, the legislature has not expressly provided an exception to the definition of "drug" for medically prescribed low-THC Cannabis (as defined in section 381.986). "Drug" is therefore interpreted by the Town as including all cannabinoids, including low-THC Cannabis. However, through section 440.102(1)(l)'s reference to section 893.02 (which defines "cannabis" as excluding low-THC Cannabis), this policy shall treat low-THC Cannabis as a prescription drug, and all appropriate rules and requirements shall apply accordingly.

f. **Job Applicant** means a person who has applied for a mandatory-testing position. Mandatory testing positions include the following:

- Dock Attendant
- Equipment Operator I
- Equipment Operator II
- Equipment Operator III
- Facilities Mechanic
- Foreman General Infrastructure
- Foreman
- Grounds Maintenance Crew Leader

g. **Medical Review Officer or MRO** mean a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

h. **Prescription or non-prescription medication** refer to drugs or medication obtained pursuant to a prescription as defined by section 893.02[2], Florida Statutes, or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

i. **Reasonable-suspicion drug testing** means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

[2] As referenced above in subsection (b), defining "drugs" under this Policy, section 893.02 defines "Cannabis" as excluding "low-THC cannabis", as long as the low-THC cannabis is manufactured, possessed, sold, purchased, delivered, distributed, or dispensed in conformance with section 381.986, Florida Statutes. Accordingly, such low-THC cannabis will be evaluated as a prescription drug, and employees must conform with the requirements of section (V)(F) of this Policy.

1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

j. **Mandatory-testing position** means a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to section 110.1127, Florida Statutes, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

k. **Special-risk position** means a position that is required to be filled by a person who is certified under Chapter 633 (Fire Prevention and Control) or Chapter 943 (Department of Law Enforcement), Florida Statutes.

l. **Specimen** means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

Section 3 NOTICE

a. Prior to testing, an employee or job applicant shall receive proper notice in the form of this Comprehensive Alcohol and Drug Abuse Policy. Additionally, Chapter 59A-24 of the Florida Administrative Code shall be provided upon request.

b. The drugs to be tested for are included in the definition provided above. The following is a list of over-the-counter and prescription drugs which could alter or affect a test result:

   i. Alcohol: all liquid medications containing ethyl alcohol (ethanol). For example: Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof). Check the label of liquid medications for alcohol content.
   ii. Amphetamines: Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
   iii. Cannabinoids: Marinol
   iv. Cocaine: Cocaine HCl topical solution (Roxanne)
   v. Phencyclidine : Not legal by prescription
   vi. Methaqualone: Not legal by prescription
   vii. Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, NOvahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
   viii. Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
   ix. Benzodiazepines: Ativan, Azene, Clonpin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
   x. Methadone: Dolphine, Metadose
   xi. Propoxyphene: Darvocet, Darvon N, Dolene, etc.

This list is not intended to be all-inclusive.

c. The following are the name, address and telephone number of the Town's Employee Assistance Program (EAP) through which substance abuse assessment and counseling services are available to Town employees. The Town will pay the cost of such services if the Town's sponsored EAP program is used:

Center for Family Services
4101 Parker Avenue
West Palm Beach, FL 33405
Telephone: 561-616-1222 ext. 227

d. The Town has a collective bargaining agreement, which acknowledges the Town's adherence to Fla. Stat. § 440 and requirements for a drug free workplace policy in conjunction with workers' compensation rights. For employees whose positions are covered by the collective bargaining agreement, appeals of disciplinary actions may be brought forth following the procedures set forth in the collective bargaining agreement. More specifically: All regular full-time and regular part-time employees may make an appeal of disciplinary action or other management decision by addressing the appeal to the Employee Complaint Review Committee (ECRC). In the event of an appeal of disciplinary action, the employee may request such an appeal requesting that the ECRC determine the appropriateness of the recommended disciplinary action. Such request shall be submitted in writing to the Human Resources Director within five (5) workdays of the disciplinary recommendation using the prescribed form. The Human Resources Director shall forward the request to the Town Manager who shall submit the request to the ECRC to convene the meeting.

Section 4 WHEN TESTING MAY BE REQUIRED

The Town may require an employee to submit to tests for the presence of drugs after proper notice, under any of the following circumstances:

a. As part of the initial screening process for job applicants applying for special-risk or mandatory-testing positions, as defined above.

b. Whenever an employee's job classification is changed such that the new job classification is a special-risk or mandatory-testing position, as defined above.

c. Whenever Reasonable-Suspicion Drug Testing is warranted, as defined above.

d. As part of routine fitness for duty drug testing for employees in special-risk or mandatory-testing positions.

The following job positions require a current commercial drivers' license and are subject to routine fitness for duty drug testing every two years:

- Foreman General Infrastructure
- Foreman
- Vehicle Maintenance Foreman
- Equipment Operator II
- Equipment Operator III
- Stormwater Technician I
- Stormwater Technician II
- Maintenance Worker II
- Maintenance Worker III
- Facilities Maintenance Worker III

For follow-up drug testing, if the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employee is required to submit to a drug test as follow-up to such program, unless the employee voluntarily entered the program. In those cases, the Town has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a two year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

Section 5 DRUG USE PROHIBITIONS FOR ALL EMPLOYEES

Though mandatory testing may only be conducted under the circumstances listed and described above, the following conduct is prohibited for all employees pursuant to the Town's effort to provide a safe, healthy, drug-free workplace and promote a drug-free community:

(a) All employees are prohibited from manufacturing, distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of drugs (as defined in the policy) while on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise performing Town duties away from the Town.

(b) An employee who is perceived to be under the influence of drugs will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors and will conduct the appropriate drug test if reasonable suspicion is found. The determination of what action is appropriate in each case rests solely with the Town.

(c) Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Head who shall immediately notify the Human Resources Director.

(d) For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.

(e) The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property~~.~~ , or the prescription must be available to be brought in by the employee and made available upon request by the employee's supervisor within a reasonable period of time.

(f) It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Section 6 TESTING PROCEDURES AND EMPLOYEE PROTECTION

The following procedure will be used for testing in accordance with this Policy and Chapter 440:

A. A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

B. Specimen collection must be documented and the documentation procedures shall include: (1) labeling specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results; and (2) a form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test but shall be taken into account in interpreting any positive confirmed test result.

C. Specimen collection, storage, and transportation to testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.

D. Each confirmation test conducted shall be conducted by a licensed or certified laboratory pursuant to Chapter 440.

E. A specimen may be taken or collected by: a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment; or a qualified person employed by a licensed or certified laboratory as outlined in Chapter 440.

F. The person who collects or takes a specimen shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.

G. Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative

appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be tested and for the integrity of the chain of custody during such transfer.

H. Within 5 working days after receipt of a positive confirmed test result from the medical review officer, the Town shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide the employee or job applicant a copy of the test results upon request.

I. Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the Town explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.

J. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the Town, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the Town to the employee or job applicant; and all such documentation shall be kept confidential by the Town pursuant to Chapter 440 and shall be retained by the Town for at least 1 year.

K. The Town may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.

L. The Town shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.

M. The Town shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the Town.

N. The Town shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the Town, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program.

Unless otherwise provided by a collective bargaining agreement, the Town may select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.

O. If drug testing is conducted based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the Town pursuant to subsection (8) of Section 440.102, and shall be retained by the employer for at least 1 year.

P. All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Q. Confirmation Testing

1. If an initial drug test is negative, the Town may in its sole discretion seek a confirmation test.
2. Only licensed or certified laboratories may conduct confirmation drug tests.
3. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.
4. If an initial drug test of an employee or job applicant is confirmed as positive, the Town's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

Section 7 TOWN PROTECTION

a. An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.

b. No physician-patient relationship is created between an employee or job applicant and the Town or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.

c. If an employee or job applicant refuses to submit to a drug test, the Town is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or applicant as otherwise provided in Section 440.102.

Section 8 CONFIDENTIALITY PURSUANT TO SUBSECTION (8) OF SECTION 440.102, FLORIDA STATUTES

d. Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.

e. The Town laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

f. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.
g. This subsection does not prohibit the Town, an agent of the Town, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.
h. In accordance with Attorney General Opinion 2013-19, drug test results obtained by the Town pursuant to this drug-testing program are not subject to inspection or copying pursuant to a request under Chapter 119, Florida Statutes, Florida's Public Records Law.

Section 9 DRUG TESTING STANDARDS FOR LABORATORIES

The Town will follow the Drug-Testing Standards for Laboratories as outlined in subsection (9) of Section 440.102, Florida Statutes. Also see the drug-testing standards included in Chapter 59A-24 of the Florida Administrative Code, which will be provided upon request.

Section 10 EMPLOYEES TESTING POSITIVE FOR DRUG USE

i. If an employee in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the Town must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.
j. An employee in a special-risk position may be discharged or disciplined by the Town for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the Town, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

Section 11 ARREST OR CONVICTION FOR DRUG-RELATED CRIME

A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:

1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or other disciplinary action, or the employee may be reinstated depending upon the facts and circumstances.

2. If convicted of a drug-related crime, an employee will be terminated from employment.

3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.

4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.

B. As a condition of continued employment, an employee shall notify the Town of any criminal drug statute arrest or conviction immediately or by the beginning of the next business day.

Section 12 DENIAL OF BENEFITS

The Town shall deny an employee medical or indemnity benefits under Chapter 440 for a violation of the Drug-Free workplace program implemented by the Town.

Section 13 INVESTIGATIONS/SEARCHES

A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.

B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.

C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

D. Employees will be subject to discipline, up to and including termination of employment, for refusing to cooperate with searches or investigations.

Section 14. 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. Overtime shall be authorized and approved in advance by the applicable Department Head only in instances necessary to ensure the efficient operation of Town business. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1&½) 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. During a declared emergency and during regular working hours, exempt and non-exempt full-time employees who are not required to work by the Town Manager may be sent home and paid their regular rate of pay based upon their scheduled hours.

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 determined in the judgment of the Foremen.

Section 2. Safety shoes shall be worn by Public Works Department 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, such as theft, fighting, drinking or possession of illegal drugs.

Section 2. Progression 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 Town reserves the right to treat each disciplinary occurrence individually. The Town further reserves the right and has the duty to judge each incident separately, and may modify penalties to include lesser or more severe penalties when appropriate circumstances exist.

Documented verbal written reprimands (for Category I offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offense during the succeeding twenty-four (24) months. Documented written reprimands (for Category II offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offenses during the succeeding 36 months.

Section 5. 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 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 programs related to the employee's job function at an accredited community college or college, for employees provided that the following conditions are met by the employee:

- The employee must provide full course information to his Department Head no later than April 1st for determination as to whether the program is related to the employee's job function;

- The course must commence after October 1st of the upcoming fiscal year; and

- The Department Head, in consultation with the Town Manager during the development of the relevant departmental budget for the upcoming fiscal year, will determine whether the cost of tuition and textbooks can be budgeted subject to the approval of the Town Commission. Nothing herein shall be construed as guaranteeing that such funds shall be included in the adopted budget and available at the required time.

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 cost 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.

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
Presidents' Day
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[3]

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.

[3] Please see Article 21 Section 9 for language pertaining to the employee's birthday holiday and the floating holiday.

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.

Section 9. The Town provides two (2) additional eight-hour days of leave – i.e., the employee's birthday holiday and a floating holiday, both of which shall be scheduled by the employee pursuant to the Town's vacation leave request procedure, which shall count toward the overtime calculation.

SICK LEAVE

Section 10: All full-time employees shall accrue sick leave at the rate of 2.16 hours per pay period, or seven (7) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

Section 11: 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 than one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employee's 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 12. The Town will provide terminal pay (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation, layoff, or retirement, or to their beneficiaries if service is terminated by death. Terminal pay shall not exceed an amount determined as follows:

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

PERSONAL LEAVE:

Section 13. Employees may use five (5) days of sick leave per fiscal year designated as personal leave.

Section 14. 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 15. Personal Leave cannot be carried over from year to year. Personal leave must be used in a minimum of full hour increments.

ARTICLE 22
MAJOR ILLNESS LEAVE

Section 1. Paid major illness leave is available upon application by employees who need to be off work for an extended period due to their own major illness or injury. Major illness leave may not be utilized by employees who are injured in the line of duty (Workers' Compensation).

A major illness is defined generally as a non-work related illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits.**

Section 2. Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 3. Employees applying for the use of major illness leave must submit a Physician's Certificate documenting the illness. The application for receiving major illness leave must be recommended by the Department Head and forwarded to the Town Manager for consideration and possible approval. Following the use of major illness leave for purposes other than absences due to ongoing intermittent/continual treatment, a doctor's statement of "fitness for full duty" shall be required in order to return to work.

Section 4. Employees who become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use vacation leave to supplement the short-term and long-term disability.

ARTICLE 23
BEREAVEMENT 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 of 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. If the employee receives payment from the Court, the employee must endorse the check over to the Town.

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) employer pays 100% of the premiums.

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

C. The employee's agree to share equally in any adjustment in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits equal to all other eligible Town employees. 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 schedule 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 same level of coverage for short term and long term disability as defined in the schedule of employee benefits as is afforded to all regular full-time employees.

E. The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) vaccine 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.

ARTICLE 26
WAGE SCALE

Section 1. Effective October 1, 2014 through September 30, 2015, pay schedules recommended range for bargaining unit employees shall be as follows:

	Minimum	Maximums
Job Title	Salary Level	Salary Level
Custodian (Annual)	$20,566.21	$31,603.16
(Hourly)	$ 9.89	$15.19
Equipment (Annual)	$22,731.08	$34,034.18
Operator I (Hourly)	$10.93	$16.36
Equipment (Annual)	$28,143.24	$48,620.25
Operator II (Hourly)	$13.53	$23.38
Equipment (Annual)	$33,542.50	$51,000.77
Operator III (Hourly)	$16.13	$24.52
Maintenance(Annual)	$20,566.21	$31,603.16
Worker I (Hourly)	$9.89	$15.19
Maintenance(Annual)	$22,731.08	$34,034.18
Worker II (Hourly)	$10.93	$16.36
Maintenance Worker III (Annual)	$29,863.64	$46,781.28
(Hourly)	$14.36	$22.49
Facilities Maintenance (Annual)	$24,128.96	$34,856.64
Worker I (Hourly)	$11.60	$16.76
Facilities Maintenance (Annual)	$30,080.04	$41,621.58
Worker II (Hourly)	$14.46	$20.01
Facilities Maintenance (Annual)	$35,706.53	$51,270.66
Worker III (Hourly)	$17.17	$24.65

Facilities Mechanic I (Annual)	$28,565.22	$38,525.76
(Hourly)	$13.73	$18.52
Facilities Mechanic II (Annual)	$32,676.88	$45,405.36
(hourly)	$15.71	$21.83
Irrigation Technician I (Annual)	$27,375.00	$37,723.14
(Hourly)	$13.16	$18.14
Irrigation Technician II (Annual)	$31,919.47	$41,048.28
(Hourly)	$15.35	$19.73
Storm Water Technician I (Annual)	$29,863.64	$46,781.28
(Hourly)	$14.36	$22.49
Storm Water Technician II (Annual)	$33,542.50	$51,000.77
(Hourly)	$ 16.13	$24.52
Traffic Maintenance Technician I (Annual)	$27,375.00	$36,232.56
Technician (Hourly)	$13.16	$17.42
Traffic Maintenance Technician II (Annual)	$30,512.85	$40,131.00
(Hourly)	$14.67	$19.29
Dock Attendant (Annual)	$20,969.47	$31,603.16
(Hourly)	$10.08	$15.19
Grounds Maintenance (Annual)	$25,978.37	$42,542.72
Crew Leader (Hourly)	$12.49	$20.45
Mechanic I (Annual)	$25,384.10	$38,896.20
(Hourly)	$12.20	$18.70
Mechanic II (Annual)	$30,308.10	$47,404.74
(Hourly)	$14.57	$22.79
Operations Technician I (Annual)	$29,651.40	$43,273.13
(Hourly)	14.26	$20.80

Ground Maintenance (Annual)	$22,731.08	$34,034.18
Worker II (Hourly)	$10.93	$16.36
Foreman (Annual)	$30,296.45	$51,515.10
Hourly	$14.57	$24.77
Vehicle Maintenance Foreman (Annual)	$33,542.50	$55,636.31
Hourly	$16.13	$26.75
Foreman General Infrastructure (Annual)	$31,811.27	$54,090.86
Hourly	$15.29	$26.01

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. All employees covered by this Agreement shall receive a two (2) percent increase in their annual compensation retroactive to October 1, 2014. Any covered employees hired or promoted after October 1, 2014 shall receive a two (2) percent increase effective as of their date of hire or promotion.

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. 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 pursuant to Chapter 440 Florida Statutes receive a benefit equal to the employee's normal salary less Workers' 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.

Section 2. For a period not to exceed ninety (90) calendar days, the Town shall contribute a portion of the injured employee's salary to ensure that the employee receives 100 percent of his salary. Such benefit shall not be provided 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. Thereafter, the injured employee shall receive the salary percentage set forth in applicable Florida law.

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.

After one (1) year of continuous full-time employment with the Town, the Town will contribute five (5) percent of each employee's compensation to the employee's pension fund. In addition, for those employees who choose to contribute to the Town-sponsored deferred compensation plan, the Town will match one-half of a employee's contribution up to two and one-half (2 ½) percent of the employee's annual compensation. The Town's maximum contribution to a member's retirement account will be seven and one-half (7 ½) percent of the employee's annual compensation. Each member may contribute up to an amount applicable under current law each year to his retirement account.

Should the Town desire to modify the pension plan provider, the Town will impact bargain.

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 affect 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, 2014, and shall remain in full force and effect through the 30th day of September, 2015 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 17TH day of February, 2015.

ON BEHALF OF THE

TOWN OF LAKE PARK

TOWN MANAGER (Interim)

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

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 66th Avenue, Suite 100, Plantation, Florida 33313
Phone: (954) 797-7575 ~ Fax: (954) 797-2922

EXHIBIT A

☐ **Application for Membership** or
☐ **Notice of New Employment**

Employer_____ Recruited by_____ 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 form specific to that benefit:

(Please Print or Type)

Name (print) _____ Home Ph. _____ Cell Ph._____
Last First Middle area code number area code number

Birth date: _____ Soc. Security #: _____ Employee #_____

Job Classification: _____ Marital Status: _____ ☐ male ☐ female

Address: _____
Street Apt. # City State Zip Code

E-Mail Address _____

Previous Membership: Date Withdrawn: _____

Your Signature:_____ Date Signed: _____

Closest Living Relative: _____ Relationship: _____

Beneficiary: _____ Relationship: _____

Please circle your shirt size: S M L XL XXL XXXL

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 Cell #: _____ Name (signature)_____

Soc. Security #: _____ Today's Date:_____

PUB.revised 02/14/2011

For Office Use Only

Date Approved by DIC: _____ Date Approved by Membership: _____ Representative's Signature: _____

EXHIBIT B

GRIEVANCE FORM & PUBLIC RECORDS REQUEST CHAPTER 119

FEDERATION OF PUBLIC EMPLOYEES

A division of the National Federation of Public & Private Employees
Affiliated with District 1-MEBA (AFL-CIO)
*1700 N.W. 66th Avenue * Suite 100-B, Plantation, Florida 33313*
Office (954) 797-7575 *Fax (954) 797-2922*

Employer	**Employer Phone**	**Grievance**	**Date**
Member's Name	**Location/Dept**	**Classification**	
Member's Address		**Phone:**	
Immediate Supervisor's Name		**Phone:**	

1.

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

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

Please allow this letter to serve as the Federation's formal request pursuant to Florida Statues 119 & 447 as follows:

- ☐ All documents relied on in imposing discipline
- ☐ Employee evaluations; discipline
- ☐ All time cards for the last ___ months
- ☐ All memoranda/emails, video tapes, cd-roms, floppy disks pertaining to the above-listed
- ☐ Witness statements
- ☐ Job descriptions for grievant
- ☐ Personnel file (see attached release)
- ☐ Other:

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 _____