



AGENDA

Lake Park Town Commission
 Town of Lake Park, Florida
 Regular Commission Meeting
 Wednesday, February 20, 2019,
 Immediately Following the
 Special Call Planning & Zoning Board
 & Town Commission Workshop
 Lake Park Town Hall
 535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Anne Lynch	—	Commissioner
Roger Michaud	—	Commissioner
.....		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. Lake Park Elementary Leukemia and Lymphoma Fundraiser

Tab 1

D. PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of

these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

2. Resolution No. 18-02-19 Ratification of the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees for the Period of October 1, 2018 to September 30, 2021.

Tab 2

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

None

G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

3. Ordinance No. 01-2019 Amending sections 6-3, 6-5, and 6-6 of Chapter 6, Related to the Consumption, Possession, and Sale of Alcoholic Beverages in the Town of Lake Park.

Tab 3

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTIONS 6-3, 6-5 AND 6-6 OF CHAPTER 6, RELATED TO THE CONSUMPTION, POSSESSION AND SALE OF ALCOHOLIC BEVERAGES IN THE TOWN OF LAKE PARK; PROVIDING FOR THE CREATION OF A NEW SECTION 6-7 TO BE ENTITLED "PENALTY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

H. NEW BUSINESS:

4. Resolution No. 19-02-19 Authorizing Amending the Fiscal Year 2018/219 General Fund Budget.

Tab 4

5. Resolution No. 20-02-19 Authorizing the Mayor to Proceed with Executing a Five-Year Subscription with ShotSpotter, Inc.

Tab 5

6. Resolution No. 21-02-19 Authorizing and Directing the Mayor to Execute an Agreement with Cintas for Uniform Services for Collective Bargaining Employees. Tab 6

7. Amendment of the Town of Lake Park Position Title, Job Codes and Pay Plan for Fiscal Year 2019 to Include the Increase in the Minimums and Maximums of the Pay Ranges of All Town Positions Covered by the Collective Bargaining Agreement between the Town and the Federation of Public Employees a Division of the National Federation of Public and Private Employees (AFL-CIO)

Tab 7

I. PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. REQUEST FOR FUTURE AGENDA ITEMS:

L. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, March 6, 2019

**Special
Presentations
/Reports**

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 20 2019

Agenda Item No. *Tab 1*

Agenda Title: Presentation Leukemia and Lymphoma Society's Pennies for Patients Fundraiser.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: WORKSHOP _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

Date:

2-4-19

John O. D'Agostino, Town Manager

Name/Title

<p>Originating Department: Town Manager</p>	<p>Costs: \$ 0 Funding Source: General Fund Acct. # <input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <ul style="list-style-type: none"> • Roger Michaud Memorandum and back-up information on fundraiser
<p>Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone OR Not applicable in this case <u>JOD</u> Please initial one.</p>

Summary Explanation/Background: Lake Park Elementary School students and faculty are soliciting donations to raise funds for blood cancer research. Students and faculty are teaming up with Leukemia and Lymphoma Pennies for Patients campaign to create a world without cancer. Celina Long-Jean is here to explain the fundraising initiative.

All donations are tax deductible. Donations support research, patient services, advocacy and professional education and community services for patients and families stricken with Leukemia and Lymphoma blood cancers.

Recommended Motion: No motion is necessary

Janet Perry

From: Roger Michaud
Sent: Friday, February 1, 2019 4:39 PM
To: Janet Perry; John D'Agostino
Subject: Fwd: Lake Park Elementary School

Please verify and confirm if deemed appropriate info.

Sent from my iPad

Begin forwarded message:

From: Celina Long-Jean <celina.long-jean@palmbeachschools.org>
Date: January 31, 2019 at 5:22:59 PM EST
To: RMichaud@lakeparkflorida.gov
Subject: Fwd: Lake Park Elementary School

----- Forwarded message -----

From: Celina Jean <longcelina@yahoo.com>
Date: Thu, Jan 31, 2019, 5:22 PM
Subject: Fwd: Lake Park Elementary School
To: Celina Long-Jean <celina.long-jean@palmbeachschools.org>

----- Forwarded message -----

From: Celina Jean <longcelina@yahoo.com>
Date: Thu, Jan 31, 2019, 4:51 PM
Subject: Lake Park Elementary School
To: <michaud@lakeparkflorida.gov>

The Leukemia & Lymphoma Society's (LLS) Pennies for Patients campaign is working with thousands of schools across the country to raise funds for blood cancer research-- and we are one of them! Our school has teamed up with LLS to create a world without cancer, and YOU can help our Squad make a difference in this journey.

YOU CAN DONATE TO OUR SQUAD IN 2 WAYS

1) [Support a Specific Student](#)

Search for the student's name* on the left side of the screen to locate their personal fundraising page. Students will earn Thank You gifts by raising funds on their personal page.

2) [Make a General Donation to our School](#)

Please click the Donate Today button!

Thanks to schools like US and donors like YOU, there are more children and adults surviving every day.

All donations are greatly appreciated and are tax-deductible. Donations support LLS research, patient services, advocacy, public and professional education, and community services.

Visit this webpage often to check our progress and please feel free to invite friends to donate to our cause.

On behalf of blood cancer patients everywhere, thank you for your support!

https://events.ils.org/pages/pb/LakeParkElementarySchool-2019#.XFNtW1w_g8I.gmail

Disclaimer: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Consent Agenda

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 20, 2019

Agenda Item No. *Tab 2*

Agenda Title: Ratification of the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees for the Period of October 1, 2018 to September 30, 2021

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON ____ READING
- NEW BUSINESS**
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

Date:

2-5-19

Name/Title

Assistant Town Manager / HR Director

<p>Originating Department:</p> <p>Human Resources</p>	<p>Costs: \$ -0-</p> <p>Funding Source:</p> <p>Acct. #</p> <p><input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <p>(1) Resolution; <i>18-02-19</i></p> <p>(2) Copy of the Collective Bargaining Agreement as tentatively agreed to between labor and management for the period of October 1, 2018 to September 30, 2021;</p> <p>(3) Copy of the Collective Bargaining Agreement in Final Format; and</p> <p>(4) Copy of the January 31, 2019 letter from the Federation of Public Employees</p>
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u>BMT</u></p> <p>OR</p> <p>Not applicable in this case _____</p> <p>Please initial one.</p>

Summary Explanation/Background:

On August 21, 2018, Union representatives contacted the Town and initiated the negotiation of a new collective bargaining agreement (the "Agreement") between the Union and the Town, since the current 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) (the "Union") was due to expire on September 30, 2018.

Such Agreement was collectively bargained with the Union and a Tentative Agreement was reached between management and labor. In January 2019 a majority of the bargaining unit members of the Union voted to ratify the proposed Agreement. A copy of the Tentative Agreement is attached in redline format for ease of reference. A copy of the new Agreement in final format is also attached, as well as a copy of the letter from the Union documenting such ratification.

The purpose of this agenda item is the ratification of the Agreement by Resolution of the Town Commission.

Recommended Motion: Approval of Resolution 18-02-19 ratifying the 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) for the period of October 1, 2018 to September 30, 2021, and authorizing the Mayor and the Town Manager to execute such Agreement.

RESOLUTION

RESOLUTION NO. 18-02-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RATIFYING THE 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) FOR THE PERIOD OF OCTOBER 1, 2018 TO SEPTEMBER 30, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereinafter “Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO (hereinafter the “Union”) negotiated in good faith and reached a Collective Bargaining Agreement (hereinafter the “Agreement”) for the term of October 1, 2015 to September 30, 2018, which was approved by the Town Commission on January 6, 2016; and

WHEREAS, such Agreement expired on September 30, 2018; and

WHEREAS, the Town and the Union negotiated a new collective bargaining agreement and initialed on behalf of the Town and the Union respectively a Tentative Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, in January 2019, a majority of the members of the Union in attendance voted to ratify the Tentative Agreement between the Town and the Union; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the provisions of the Tentative Agreement and has determined that it is in the best interest of the Town and its covered employees to ratify the Tentative Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby ratifies the Tentative Agreement reached between the Union and the Town for the period of October 1, 2018 to September 30, 2021, a copy of which is attached hereto and incorporated herein as **Exhibit A**, and authorizes and directs the Mayor and the Town Manager to execute such Agreement.

Section 3. This Resolution shall become effective immediately upon adoption.

**COLLECTIVE
BARGAINING AGREEMENT
TENTATIVELY AGREED
TO**

EXHIBIT A Copy

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, 2015 — September 30, 2018~~

October 1, 2018 – September 30, 2019 2021

Union

Date

12/19/18

Town

Date

12/19/18

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Union _____

Town _____

Date _____

Date _____

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".

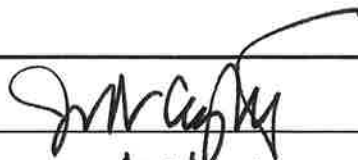
Union



Date

12/19/18

Town



Date

12/19/18

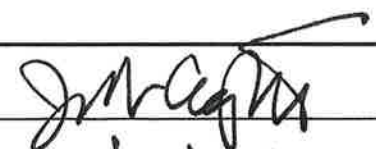
ARTICLE I
RECOGNITION

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 General Infrastructure, Sanitation Foreman, Grounds Maintenance Foreman, 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.

Union 
Date 12/19/18

Town 
Date 12/19/18


ARTICLE 2
NON-DISCRIMINATION

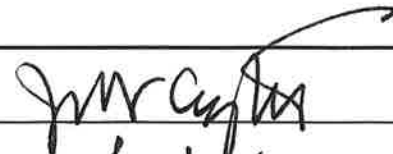
Section 1. All references in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

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.

Union 
Date 12/19/18

Town 
Date 12/19/18

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.

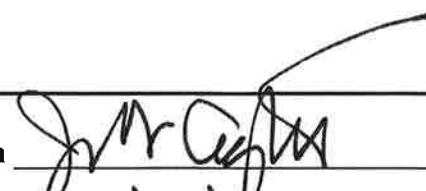
Section 3. The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

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.

Union 
Date 12/19/18

Town 
Date 12/19/18

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.

Union

[Signature]

Town

[Signature]

Date

12/15/18

Date

12/19/18

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.

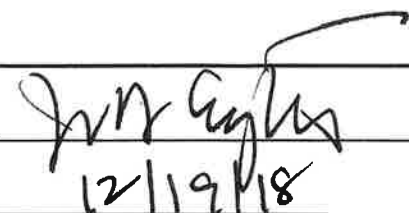
Section 2. Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this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

Union


12/19/18

Town


12/19/18

Date

Date

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 collective 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.

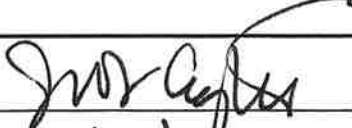
Section 3. Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

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.

Union 
Date 12/19/18

Town 
Date 12/19/18


ARTICLE 7
MANAGEMENT RIGHTS

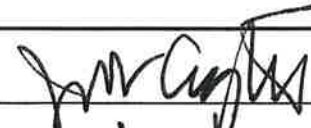
Section 1. The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, 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 Policies.

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.


Union 
 Date 12/19/18

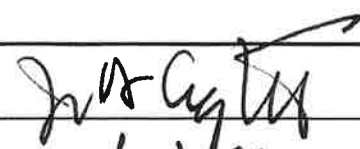
Town 
 Date 12/19/18

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.

Union 
Date 12/15/18

Town 
Date 12/19/18

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.

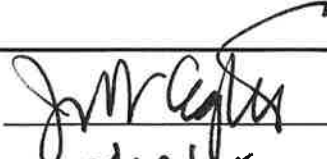
Step 2 If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10) working days of the conclusion of the Step 1 informal meeting, file a written grievance signed by the grievant and the Union with the office of the ~~Department Head~~Department Director on the form attached to this Agreement as Exhibit "B". The ~~Department Head~~Department Director, or in his absence the ~~Department Head~~Department Director'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~~Department Director 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~~Department Director's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the ~~Department Head~~Department Director, 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.

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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.

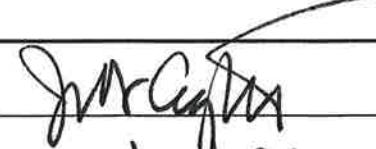
Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator 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.


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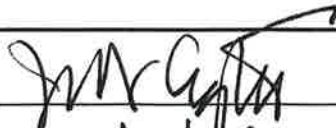
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ARTICLE 9
DOCUMENTS

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.

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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.

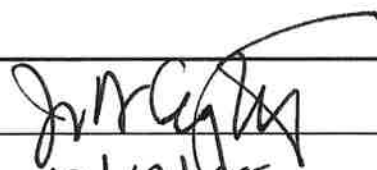
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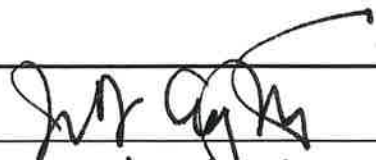
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ARTICLE 11
PROBATIONARY PERIOD

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**Department Director.

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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;

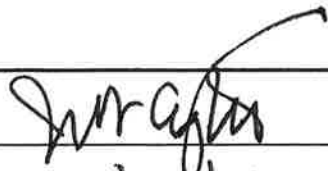
Section 2. Newly hired probationary employees shall accrue no seniority until they become regular full-time employees, whereupon their seniority will date from the first date of continuous employment.

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.

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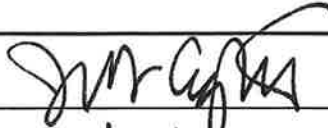
If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less senior employee into a job for which they are most qualified within the bargaining unit based upon documentation of their qualifications.

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~~Department Director on a first come, first served basis.

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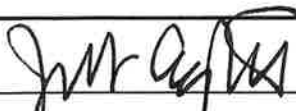
ARTICLE 13
DRUG FREE WORKPLACE POLICY

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.

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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 cannabinoid¹; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; 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.

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.

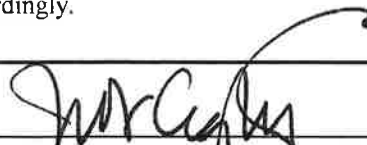
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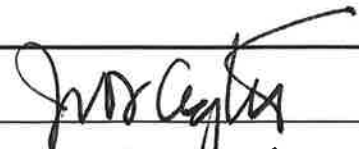
- e. **Initial Drug Test** means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency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

- 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
 - Sanitation Foreman
 - Grounds Maintenance Foreman
 - Grounds Maintenance Crew Leader
 - ~~Recreation Supervisor~~
 - ~~Special Events Coordinator~~
 - ~~Camp Counselor~~

- g. **Medical Review Officer or MRO** means 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 893.02², Florida

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.

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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:

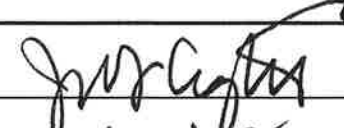
1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
3. A report of drug use, provided by 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, or 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.

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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, Biphedamine, 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:

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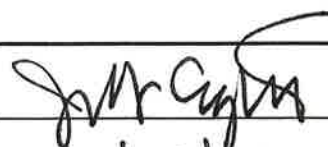
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Center for Family Services of Palm Beach County, Inc.
4101 Parker Avenue
West Palm Beach, FL 33405
Telephone: 561-616-1222 ext. 227

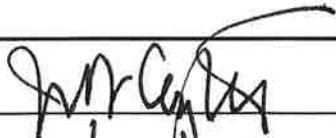
- d. The Town has a collective bargaining agreement, which acknowledges the Town's adherence to Fla. Stat. § 440 and requirements for a drug free workplace policy in conjunction with workers' compensation rights. For employees whose positions are covered by the collective bargaining agreement, appeals 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.
- d.e. Information that an employee has caused, or contributed to, an accident while at work.

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

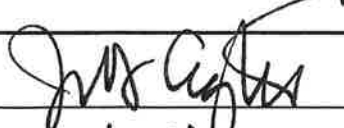
For follow-up drug testing, if the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employee is required to submit to a drug test as follow-up to such program, unless the employee voluntarily entered the program. 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:

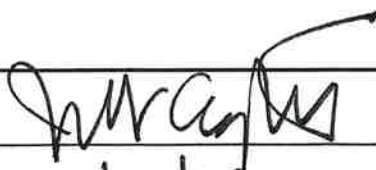
- (a) All employees are prohibited from manufacturing, distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of drugs (as defined in the policy) while on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise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

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- (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~~Department Director 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. An employee who is using prescription medication while on the job shall do so in strict accordance with medical directions. It is the employee's responsibility to notify the prescribing physician of the duties required or performed to ensure that the physician approves the use of the prescription medication while the employee is performing their job duties. 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

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in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Section 6 TESTING PROCEDURES AND EMPLOYEE PROTECTION

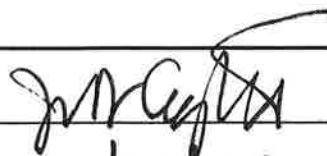
The following procedure will be used for testing in accordance with this Policy and Chapter 440:

- 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

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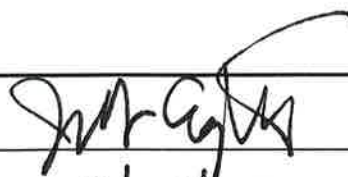
appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, 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.

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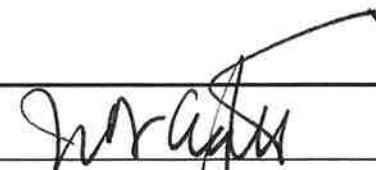
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Unless otherwise provided by a collective bargaining agreement, the Town may select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.

- 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.

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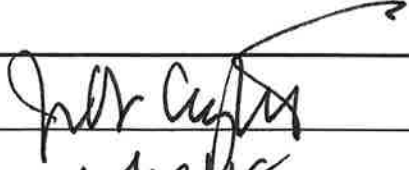
Section 7 TOWN PROTECTION

- 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.

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- 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.

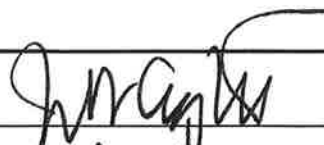
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Section 11 ARREST OR CONVICTION FOR DRUG-RELATED CRIME

- 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.

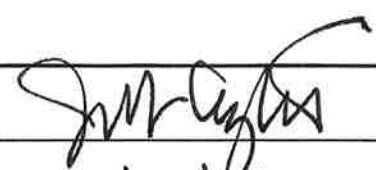
Section 12 DENIAL OF BENEFITS

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.

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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.
- C. 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.

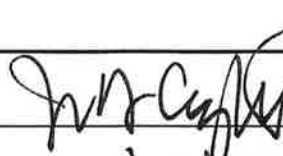
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ARTICLE 14
HOURS OF WORK AND
OVERTIME COMPENSATION


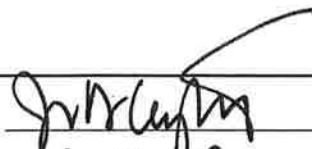
Section 1. The normal workweek for full-time bargaining unit employees shall consist of; five (5) eight (8) hour workdays, Monday through Friday, 7:30 a.m. to 4:00 p.m., except the Commercial Sanitation Division for which the hours of work are 4:00 a.m. to 12:30 p.m. Monday through Friday and the Marina Department, for which schedules are already in effect as of October 1, 2008. the schedule is already in effect as of the date of this Agreement.

Section 2. Overtime shall be authorized and approved in advance by the applicable Department Head/Department Director only in instances necessary to ensure the efficient operation of Town business as determined by the Department Director or designee. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1½) 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~~ does not 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, 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.


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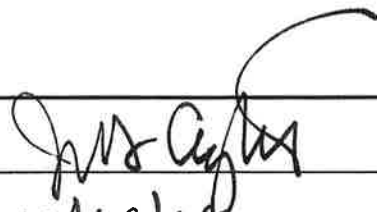
ARTICLE 15
WORKING OUT OF CLASSIFICATION

Section 1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher classification for three (3) consecutive work days (24 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 three work (3) consecutive work days (24 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.

Section 3. Upon approval by the Town Manager, any full time or part time employee temporarily assigned to perform the work duties of a higher classification that is management in nature for five consecutive workdays (40 hours), or more, shall receive up to a five (5) percent differential or shall be paid at the entry rate of such higher classification whichever is greater.

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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/Department Director, 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.

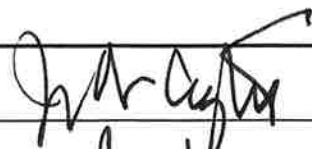
Section 4. All employees shall wear uniforms provided by the Town unless the Department Head/Department Director approves an exception. The Town shall also provide cleaning services for all employees who are required to wear uniforms.

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Date	<u>12/19/18</u>	Date	<u>12/19/18</u>

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~~Department Director.

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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.


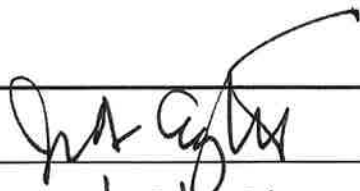
All employees must be given a notice of the infraction within five (5) business days after the occurrence of the infraction.

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 nature or severity of the infraction, such as theft, fighting, drinking or possession of illegal drugs. ~~Therefore, depending on the circumstances, the Town reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense.~~

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.


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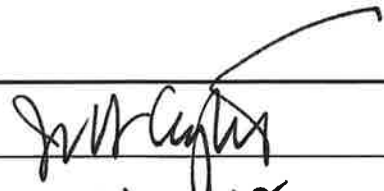
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Section 4. The Town reserves the right to treat each disciplinary occurrence individually. The Town further reserves the right and has the duty to judge each incident separately, and may modify penalties to include lesser or more severe penalties when 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.

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Date 12/19/18

**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:~~

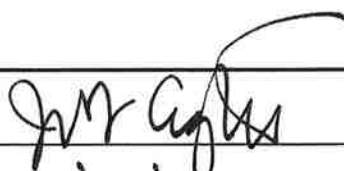
- ~~• The employee must provide full course information to his Department Head no later than April 1st for determination as to whether the program is related to the employee's job function;~~
- ~~• The course must commence after October 1st of the upcoming fiscal year; and~~
- ~~• The Department Head, 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.~~

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~~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.~~

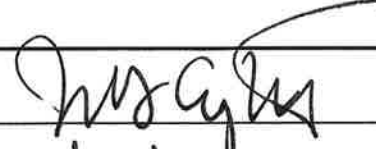
~~Section 8. If an employee receiving benefits under this Article does not continue his employment for a period of at least two (2) years after his completion of his approved program, or courses within the approved program, the employee shall reimburse to the Town the total monies expended on his behalf,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

The Town may reimburse its employees for some or all of their tuition expenses, and textbooks in accordance with Town policy provided that the coursework is taken at an accredited educational institution and that the coursework is related to the employee's job function and the employee executes an agreement with the Town to remain in the Town's employment for two years following completion of the last reimbursed course. In the event that the employee does not remain in the Town's employment for two years following the completion of any class, then in accordance with the agreement executed between the Town and the employee, the employee shall reimburse -any and all funds that have been paid by the Town within the last 24 months. The employee seeking such reimbursement shall enter into an agreement with the Town setting forth the above requirements, which agreement shall be approved by the Town Commission on a case-by-case basis.

The Town reserves the right to modify or eliminate its tuition reimbursement program depending upon availability of funding. In the event the Town modifies or eliminates the tuition program, this section of the collective bargaining agreement shall be deemed to have been modified in accordance with the Town's modifications, or eliminated.

The Town further reserves the right to cap the amount of per credit hour reimbursement for employee coursework in an amount not to exceed the State of Florida's university system credit hour cost.

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In order to qualify for reimbursement and prior to the payment of any tuition:

- No later than April 1, an employee seeking tuition reimbursement, shall submit such information on the course(s) for which he is seeking reimbursement-information to his Department Director which demonstrates to the satisfaction of the Department Head/Department Director that the courses are related to the employee's job function; and
- Employees shall not be entitled to reimbursement pursuant to this section unless funding for education has been included in the approved town budget for the fiscal year in which reimbursement is sought;


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 Director.

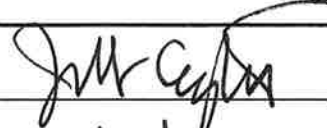
The employee shall provide a copy of all grade reports to the Human Resources Director upon receipt by the employee.

Reimbursement shall be based upon receipt of the grade achieved or the equivalent record of achievement such as a transcript as follows:

<u>Grade A or equivalent</u>	<u>100 percent reimbursement</u>
<u>Grade B or equivalent</u>	<u>80 percent reimbursement</u>
<u>Grade C or equivalent</u>	<u>50 percent reimbursement</u>
<u>Below C.....</u>	<u>No reimbursement</u>

If the employee is working toward a degree, the course cost shall not be reimbursed if it is not a documented required course for obtaining the degree sought.

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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 Day³
- Floating Holiday*
- Employee's Birthday Holiday**

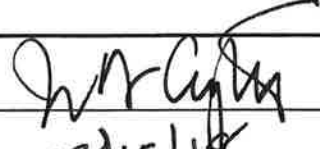
In the event that the holiday occurs on a weekend, the workday closest to the holiday shall be the observed paid holiday.

*The Floating Holiday of the Employee's Choice must be scheduled and taken during the applicable fiscal year (i.e. October 1 through the last full pay period in the month of September). The Floating Holiday leave must be used in a minimum of eight hour increments.

**The employee's Birthday Holiday must be taken before the last day of the month immediately preceding the employee's birthday or it will be forfeited. Employees must be employed as a regular full-time or regular part-time employee on the date the birthday occurs in order to be eligible for the Birthday Holiday. The employee must notify the supervisor and obtain department approval prior to designating and taking either of these holidays. Regular full-time employees must use the Birthday Holiday in a minimum of four hour increments. Regular part-time employees must use the Birthday Holiday six or seven hour increments depending upon their regular part-time work schedule.

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


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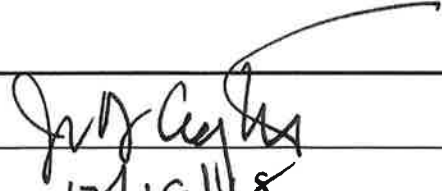
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For example, if they are 60 hour biweekly part-time employees, they are entitled to six Birthday Holiday hours and must take them in a six hour increments. If they are 70 hour bi-weekly part-time employees, they are entitled to seven Birthday Holiday hours and must take them in a seven hour increments.

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.

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ARTICLE 21

VACATION LEAVE, SICK LEAVE, ~~TERMINAL PAY~~ PAYMENT IN LIEU OF SICK LEAVE UPON SEPARATION FROM SERVICE, 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	16.25
6 years through completion of 10 years service	6.0	19.5
After completion of 10 or more years of service	8.0	26

All regular part-time employees shall earn vacation leave on an annual basis based upon the number of hours they work per year, as follows:

0 to 5 years of employment:

For 50 hours worked per pay period – 3.125 hours per pay period or 81.25 hours per fiscal year

For 60 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 70 hours worked per pay period – 4.375 hours per pay period or 113.75 hours per fiscal year

6 – 10 years of employment:

For 50 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 60 hours worked per pay period – 4.5 hours per pay period or 117 hours per fiscal year

For 70 hours worked per pay period – 5.25 hours per pay period or 136.5 hours per fiscal year

10+ years of employment:


For 50 hours worked per pay period – 5 hours per pay period or 130 hours per fiscal year

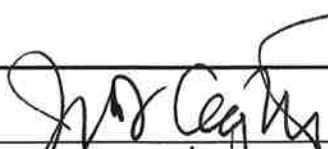
For 60 hours worked per pay period – 6 hours per pay period or 156 hours per fiscal year

For 70 hours worked per pay period – 7 hours per pay period or 182 hours per fiscal year

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

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(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~~Department Director 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~~Department Director 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~~Department Director, which approval shall not be unreasonably withheld. The ~~Department Head~~Department Director, 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~~Department Director.

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

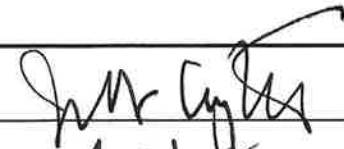
Section 91: All full-time employees shall accrue sick leave at the rate of 2.16 hours per pay period, or seven (7) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

All regular part-time employees shall earn sick leave on an annual basis based upon the number of hours they work per year, as follows:

For 50 hours worked per pay period – 1.35 hours per pay period

For 60 hours worked per pay period – 1.62 hours per pay period

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For 70 hours worked per pay period – 1.89 hours per pay period


Section 140: To be granted sick leave with pay, the following procedures must be strictly adhered to:

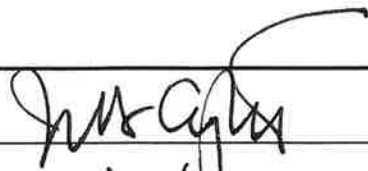
- (a) The employee shall notify the ~~Department Head~~Department Director or their supervisor not later than one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employee's absence shall result in an unauthorized leave 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~~Department Director and the Town Manager.
- (e) Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence the employee shall be required to submit medical documentation directly to the Human Resources Director. Employees who because of a physical or mental disability require accommodation in order for them to perform the essential functions of their jobs must directly advise the Human Resources Director of this so that the Town can process their request for reasonable accommodation as set forth at Article 22 herein. 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.

Abuse of Sick Leave privileges such as reporting sick when not sick or obtaining Sick Leave under false pretenses may be cause for disciplinary action, up to and including termination of employment.

Use of sick leave requires that the employee call in on a daily basis in accordance with Town leave procedures.

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TERMINAL PAY PAYMENT IN LIEU OF SICK LEAVE UPON SEPARATION FROM SERVICE

Section 121. The Town will provide terminal pay payment in lieu of sick leave upon separation from service (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.

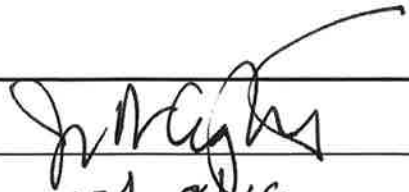
PERSONAL LEAVE:

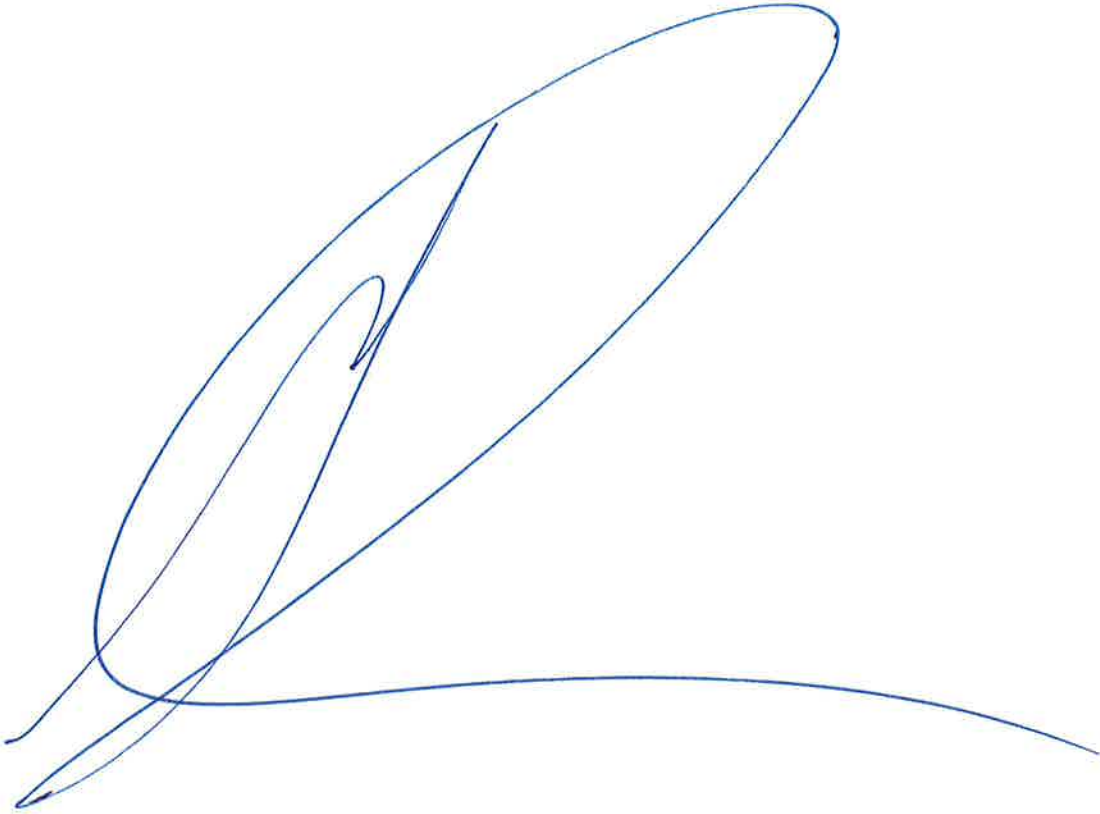
Section 132. Employees may use five (5) days of sick leave per fiscal year designated as personal leave.

Section 143. 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.

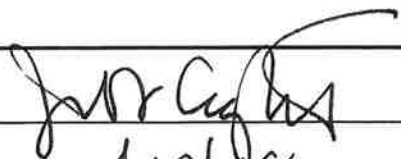
Section 154. Personal Leave cannot be carried over from year to year. Personal leave must be used in a minimum of ~~full hour increments~~ 15 minute increments in the afternoons only if necessary.

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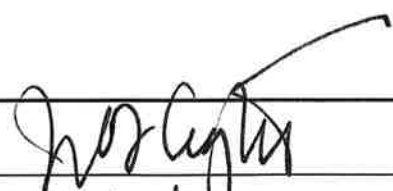
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ARTICLE 22 REASONABLE ACCOMMODATION

The Town complies with federal and state laws regarding disability, including the Americans with Disabilities Act (ADA). Qualified job applicants or employees who inform the Town of a recognized disability which requires an accommodation in order for them to perform the essential functions of their jobs shall advise the Human Resources Director of the need for accommodation and submit a request on a Town Request for Accommodation form. The Human Resources Director shall determine whether the accommodation requested is reasonable, and if so make such modification as may be necessary to allow the employee to perform the essential functions of the job.

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ARTICLE 223
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 an ~~non-work related~~ illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

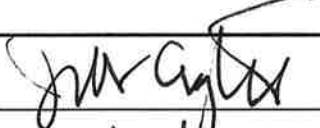
Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits.**

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~~Department Director 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.

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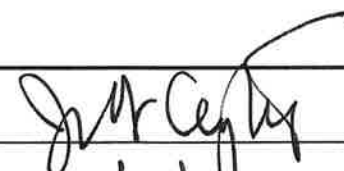
ARTICLE 243
BEREAVEMENT LEAVE

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~~Department Director.

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 of the immediate family member must be furnished to the ~~Department Head~~Department Director in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Such proof of death shall be a published death notice or such other documentation that is acceptable to the ~~Department Head~~Department Director.


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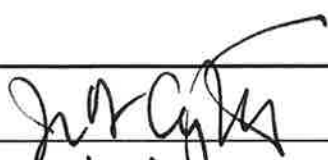
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ARTICLE 245
JURY DUTY

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.

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ARTICLE 265
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. _


Regular full-time and eligible regular part-time employees who have other qualifying minimum value minimum essential medical insurance coverage have the option to decline, i.e. opt out of, the Town's medical insurance coverage by completing the Health Coverage Opt-Out Credit-Attestation Regarding Other Coverage form and submitting it to the Human Resources Director. Such employees are then eligible for monthly opt-out payments from the Town in the amount of not less than \$394.00 for Fiscal Year 2019 and shall adjust to the budgeted amount in the second and third year of this Agreement.

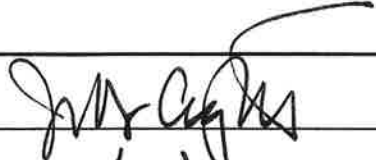
B. The Town agrees to continue to maintain the same level of coverage (Medical, Dental and Vision) and the Town's eligible employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan as is afforded to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

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- 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.

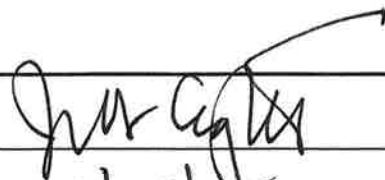
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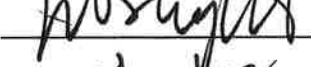
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**ARTICLE 27
WAGE SCALE**

Section 1. Effective October 1, 2018 through September 30, 2019, the pay ranges for the bargaining unit employees shall be as follows:

POSITION TITLES	MINIMUM FY 2018-2019		MAXIMUM FY 2018-2019	
	PER YEAR	PER HR	PER YEAR	PER HR
Department: Public Works				
Custodian	22,267.89	10.71	34,213.35	16.45
Equipment Operator I	24,605.04	11.83	36,831.82	17.71
Equipment Operator II	30,469.57	14.65	52,629.26	25.30
Equipment Operator III	36,312.46	17.46	55,204.46	26.54
Facilities Maintenance Worker I	26,119.87	12.56	37,719.08	18.13
Facilities Maintenance Worker II	32,568.68	15.66	45,055.15	21.66
Facilities Maintenance Worker III	39,385.38	18.94	59,922.05	28.81
Facilities Mechanic I	30,924.02	14.87	41,700.90	20.05
Facilities Mechanic II	35,360.28	17.00	49,166.81	23.64
Foreman General Infrastructure	45,401.39	21.83	72,581.63	34.90
Grounds Maintenance Crew Leader	31,897.83	15.34	50,227.18	24.15
Grounds Maintenance Foreman	37,784.00	18.17	60,809.30	29.24
Irrigation Technician I	29,625.60	14.24	44,600.70	21.44
Irrigation Technician II	34,537.95	16.60	47,976.59	23.07
Maintenance Worker I	22,267.89	10.71	34,213.35	16.45
Maintenance Worker II	25,016.21	12.03	38,151.88	18.34
Maintenance Worker III	32,309.00	15.53	50,638.35	24.35
Mechanic I	27,483.21	13.21	42,090.42	20.24
Mechanic II	32,806.73	15.77	55,355.94	26.61
Operations Technician I	32,092.59	15.43	46,829.65	22.51
Sanitation Foreman	39,515.22	19.00	63,211.37	30.39
Storm Water Technician I	32,309.00	15.53	50,638.35	24.35
Storm Water Technician II	36,312.46	17.46	55,204.46	26.54
Traffic Maintenance Technician I	29,625.60	14.24	39,233.90	18.86
Traffic Maintenance Technician II	33,023.13	15.88	43,432.12	20.88
Vehicle Maintenance Foreman	39,839.83	19.15	63,276.30	30.42
Department: Marina				
Dock Attendant	32,460.48	15.61	44,146.25	21.22

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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 cost-of-living increase in their annual compensation, ~~retroactive to October 1, 2015 for the first year of this Agreement, and for each of the second and third year of this Agreement as of October 1, 2018.~~

Additionally, all employees covered by this Agreement shall be eligible to receive the following merit increases ~~during the second and third year of this Agreement~~ based upon the outcome of their individual performance evaluations:

For achieving a total rating factor of 2.5 to 3.0. 1&1/2 percent increase

For achieving a total rating factor of greater than 3.0. 2 percent increase

~~Such merit increases shall sunset at the end of the third year of this Agreement. Such merit increases shall sunset at the end of the one-year collective bargaining agreement.~~


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. shall receive monetary recognition for length of service with the Town in accordance with the Pay Plan on cardinal years as follows:~~

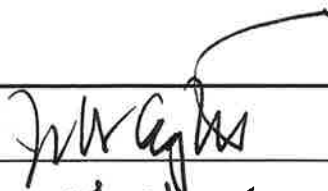
~~\$500.00 shall be awarded to the employee at the completion of five (5) years of regular full-time service with the Town.~~

~~At the end of ten (10) years of regular full-time service with the Town, the employee shall receive \$1,000.00 in longevity pay.~~

~~Effective September 1, 2019, employees who reach fifteen (15) years of regular full-time service with the Town shall receive \$2,000.00 in longevity pay.~~

~~Upon reaching twenty (20) years of regular full-time service with the Town, the employee shall receive \$3,000.00 in longevity pay.~~

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Employees who reach twenty five (25) years of regular full-time service with the Town shall receive \$4,000.00 in longevity pay; however, employees who exceed twenty-five (25) years of regular full-time service with the Town shall receive no more than \$4,000.00 in longevity pay on the cardinal year anniversaries of their service with the Town.

Those employees receiving longevity pay prior to October 1, 1999 shall continue to receive longevity pay in the amount of \$1,000.00 per year.

NOTE: For purposes of longevity pay, length of service shall mean continuous service with the Town commencing with the initial date of regular full-time employment by the Town.

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.

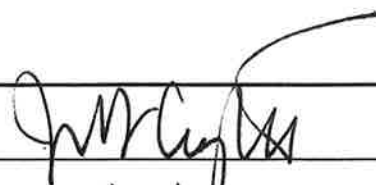
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ARTICLE 287
ILLNESS/INJURY IN THE LINE OF DUTY

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.~~

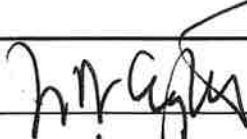
~~If the employee is not fit for full duty upon conclusion of the twelve (12) weeks of unpaid leave and has been released by his or her physician with temporary limitations on duties, the employee will be paid in accordance with the Town's Worker's Compensation Return to Work policy.~~

~~Because the Town values its employees, the Town has established its Return to Work ("RTW") program through which employees who have temporary disabilities due to an illness or injury in the line of duty are provided with opportunities to transition back to work when medically feasible. The purpose of this RTW policy is as follows:~~

- ~~• To assist in the recovery process by providing employees with a goal and focus for returning to full productivity;~~
- ~~• To reduce the financial burden to employees by allowing them to resume full wages as soon as possible; and~~
- ~~• To reduce the Town's Worker's Compensation costs.~~


~~Through this RTW program, the Town will compensate employees at the rate of 80 percent of their regular rate of pay, which can be supplemented by the employee's accrued sick and vacation leave banks.~~

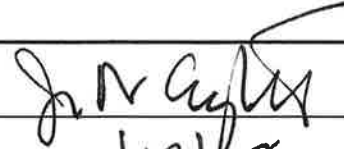
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Employees, who as a result of an illness or injury in the line of duty, have been released by their physician to return to work with temporary limitations on duties (e.g., light duty), shall participate in the Town's RTW program. An employee who declines a light duty position that meets his or her physician's requirements may be disqualified from worker's compensation benefits. Employees must directly advise the Human Resources Director that they have been released with such temporary limitations on duties and must request a Return to Work Request Form for completion by the employee and by the employee's physician.

Once such form has been completed, it must be submitted directly to the Human Resources Director for further processing and to identify duties within the Town that meet such limitations.

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ARTICLE 298
PENSION FUND RETIREMENT PLANS

The Town will provide a defined contribution pension plan and deferred compensation 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.~~

The Town participates in a 401(a) defined contribution plan. Pension benefits for employees begin on the first anniversary date of continuous full-time employment. The Town contributes 7 & ½ percent of the employee's pay on a bi-weekly basis. The employee's vesting in the pension is as follows:

<u>25% vested</u>	<u>After two years of service</u>
<u>50% vested</u>	<u>After three years of service</u>
<u>75% vested</u>	<u>After four years of service</u>
<u>100% vested</u>	<u>After five years of service</u>

The Town also participates in a 457 deferred compensation plan. For employees who choose to contribute to the Town-sponsored 457 deferred compensation plan, the Town will match either 50%, 75%, or 100% of the first 5% of employee's compensation depending upon number of years of service, as follows:

<u>Years of Service</u>	<u>Percentage</u>
<u>1 – 5 years</u>	<u>50%</u>
<u>6 – 10 years</u>	<u>75%</u>
<u>11+ years</u>	<u>100%</u>

Each member may contribute up to an amount applicable under current law each year to employee's retirement account.

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

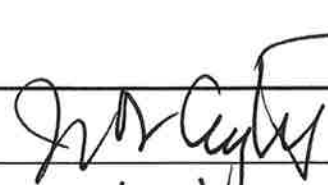
Union _____



Date _____

12/19/18

Town _____




Date _____

12/19/18

ARTICLE 2930
SAVINGS CLAUSE

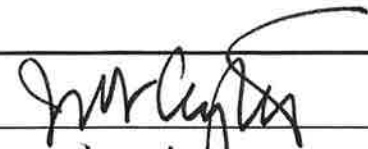
It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not affect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion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

Union



Date 8/5/18

Town



Date 12/19/18

ARTICLE ~~3031~~
DURATION OF AGREEMENT

This Agreement shall take effect retroactive to October 1, ~~2015~~ 2018 upon ratification by the parties and shall remain in full force and effect through the 30th day of September, ~~2018~~2019 2021 with a reopener on wages for the second and third year of this agreement 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.

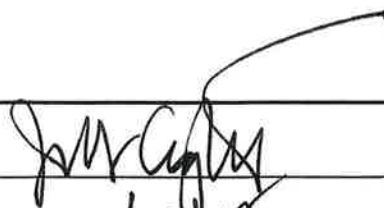
Union



Date

12/19/18

Town



Date

12/19/18

Dated this _____ day of _____, ~~2016~~
2019.

ON BEHALF OF THE
TOWN OF LAKE PARK

ON BEHALF OF THE UNION

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

TOWN MANAGER

BUSINESS REPRESENTATIVE

MAYOR

DIVISION PRESIDENT

TOWN SEAL ATTEST:

WITNESS

TOWN CLERK

Union _____

Town _____

Date 12/19/18

Date 12/19/18



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: _____

Union _____

Date _____

Date _____

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



Union _____

Date _____

Date _____

**COLLECTIVE
BARGAINING AGREEMENT
IN FINAL FORMAT**

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, 2018 – September 30, 2021

AGENDA ONLY. NOT FOR SIGNATURE

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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".

FOR NDA COPY ONLY - NOT FOR SIGNATURE

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 General Infrastructure, Sanitation Foreman, Grounds Maintenance Foreman, 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 collective 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 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 Policies.

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 1 informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Director on the form attached to this Agreement as Exhibit "B". The Department Director, or in his absence the Department Director'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 Director 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 Director's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Director, 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 Director.

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 Director 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 cannabinoid¹; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; 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.

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)(1)'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.

- 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.
- 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
 - Sanitation Foreman
 - Grounds Maintenance Foreman
 - Grounds Maintenance Crew Leader
- g. **Medical Review Officer or MRO** means 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 893.02², 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

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.

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:

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, or contributed to 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, Biphedamine, 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 of Palm Beach County, Inc.
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.
- e. Information that an employee has caused, or contributed to, an accident while at work.

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
- Sanitation Foreman
- Vehicle Maintenance Foreman
- Equipment Operator II
- Equipment Operator III
- Stormwater Technician I
- Stormwater Technician 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 Director 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. An employee who is using prescription medication while on the job shall do so in strict accordance with medical directions. It is the employee's responsibility to notify the prescribing physician of the duties required or performed to ensure that the physician approves the use of the prescription medication while the employee is performing their job duties. 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. 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.
- (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.
- C. 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 Commercial Sanitation Division for which the hours of work are 4:00 a.m. to 12:30 p.m. Monday through Friday and the Marina Department for which the schedule is already in effect as of the date of this Agreement.

Section 2. Overtime shall be authorized and approved in advance by the applicable Department Director only in instances necessary to ensure the efficient operation of Town business as determined by the Department Director or designee. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1½) 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 does not 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, 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

Section 1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher classification for three (3) consecutive work days (24 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 three (3) consecutive work days (24 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.

Section 3. Upon approval by the Town Manager, any full time or part time employee temporarily assigned to perform the work duties of a higher classification that is management in nature for five consecutive workdays (40 hours), or more, shall receive up to a five (5) percent differential or shall be paid at the entry rate of such higher classification whichever is greater.

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 Director, 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 Director approves an exception. The Town shall also provide cleaning services for all employees who are required to wear uniforms.

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 Director.

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.

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 nature or 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

The Town may reimburse its employees for some or all of their tuition expenses, and textbooks in accordance with Town policy provided that the coursework is taken at an accredited educational institution and that the coursework is related to the employee's job function and the employee executes an agreement with the Town to remain in the Town's employment for two years following completion of the last reimbursed course. In the event that the employee does not remain in the Town's employment for two years following the completion of any class, then in accordance with the agreement executed between the Town and the employee, the employee shall reimburse any and all funds that have been paid by the Town within the last 24 months. The employee seeking such reimbursement shall enter into an agreement with the Town setting forth the above requirements, which agreement shall be approved by the Town Commission on a case-by-case basis.

The Town reserves the right to modify its tuition reimbursement program depending upon availability of funding. In the event the Town modifies the tuition program, this section of the collective bargaining agreement shall be deemed to have been modified in accordance with the Town's modifications.

The Town further reserves the right to cap the amount of per credit hour reimbursement for employee coursework in an amount not to exceed the State of Florida's university system credit hour cost.

In order to qualify for reimbursement and prior to the payment of any tuition:

- No later than April 1, an employee seeking tuition reimbursement, shall submit such information on the course(s) for which he is seeking reimbursement to his Department Director which demonstrates to the satisfaction of the Department Director that the courses are related to the employee's job function; and
- Employees shall not be entitled to reimbursement pursuant to this section unless funding for education has been included in the approved town budget for the fiscal year in which reimbursement is sought

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 Director.

The employee shall provide a copy of all grade reports to the Human Resources Director upon receipt by the employee.

Reimbursement shall be based upon receipt of the grade achieved or the equivalent record of achievement such as a transcript 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

If the employee is working toward a degree, the course cost shall not be reimbursed if it is not a documented required course for obtaining the degree sought.

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
 Floating Holiday*
 Employee's Birthday Holiday**

In the event that the holiday occurs on a weekend, the workday closest to the holiday shall be the observed paid holiday.

*The Floating Holiday of the Employee's Choice must be scheduled and taken during the applicable fiscal year (i.e. October 1 through the last full pay period in the month of September). The Floating Holiday leave must be used in a minimum of eight hour increments.

**The employee's Birthday Holiday must be taken before the last day of the month immediately preceding the employee's birthday or it will be forfeited. Employees must be employed as a regular full-time or regular part-time employee on the date the birthday occurs in order to be eligible for the Birthday Holiday. The employee must notify the supervisor and obtain department approval prior to designating and taking either of these holidays. Regular full-time employees must use the Birthday Holiday in a minimum of four hour increments. Regular part-time employees must use the Birthday Holiday six or seven hour increments depending upon their regular part-time work schedule.

For example, if they are 60 hour biweekly part-time employees, they are entitled to six Birthday Holiday hours and must take them in a six hour increments. If they are 70 hour bi-weekly part-time employees, they are entitled to seven Birthday Holiday hours and must take them in a seven hour increments.

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, PAYMENT IN LIEU OF SICK LEAVE UPON
 SEPARATION FROM SERVICE, AND PERSONAL LEAVE

VACATION LEAVE

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

	<u>Hours/Bi-weekly Pay Period</u>	<u>Days</u>
Through completion of 5 years service	5.0	16.25
6 years through completion of 10 years service	6.0	19.5
After completion of 10 or more years of service	8.0	26

All regular part-time employees shall earn vacation leave on an annual basis based upon the number of hours they work per year, as follows:

0 to 5 years of employment:

For 50 hours worked per pay period – 3.125 hours per pay period or 81.25 hours per fiscal year

For 60 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 70 hours worked per pay period – 4.375 hours per pay period or 113.75 hours per fiscal year

6 – 10 years of employment:

For 50 hours worked per pay period – 3.75 hours per pay period or 97.5 hours per fiscal year

For 60 hours worked per pay period – 4.5 hours per pay period or 117 hours per fiscal year

For 70 hours worked per pay period – 5.25 hours per pay period or 136.5 hours per fiscal year

10+ years of employment:

For 50 hours worked per pay period – 5 hours per pay period or 130 hours per fiscal year

For 60 hours worked per pay period – 6 hours per pay period or 156 hours per fiscal year

For 70 hours worked per pay period – 7 hours per pay period or 182 hours per fiscal year

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 Director 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 Director 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 Director, which approval shall not be unreasonably withheld. The Department Director, 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 Director.

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 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).

All regular part-time employees shall earn sick leave on an annual basis based upon the number of hours they work per year, as follows:

For 50 hours worked per pay period – 1.35 hours per pay period

For 60 hours worked per pay period – 1.62 hours per pay period

For 70 hours worked per pay period – 1.89 hours per pay period

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

- (a) The employee shall notify the Department Director 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 Director and the Town Manager.
- (e) Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence the employee shall be required to submit medical documentation directly to the Human Resources Director. Employees who because of a physical or mental disability require accommodation in order for them to perform the essential functions of their jobs must directly advise the Human Resources Director of this so that the Town can process their request for reasonable accommodation as set forth at Article 22 herein.

Abuse of Sick Leave privileges such as reporting sick when not sick or obtaining Sick Leave under false pretenses may be cause for disciplinary action, up to and including termination of employment.

Use of sick leave requires that the employee call in on a daily basis in accordance with Town leave procedures.

PAYMENT IN LIEU OF SICK LEAVE UPON SEPARATION FROM SERVICE

Section 11. The Town will provide payment in lieu of sick leave upon separation from service (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 days (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 12. Employees may use five (5) 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 cannot be carried over from year to year. Personal leave must be used in a minimum of 15 minute increments in the afternoons only if necessary.

ARTICLE 22 REASONABLE ACCOMMODATION

The Town complies with federal and state laws regarding disability, including the Americans with Disabilities Act (ADA). Qualified job applicants or employees who inform the Town of a recognized disability which requires an accommodation in order for them to perform the essential functions of their jobs shall advise the Human Resources Director of the need for accommodation and submit a request on a Town Request for Accommodation form. The Human Resources Director shall determine whether the accommodation requested is reasonable, and if so make such modification as may be necessary to allow the employee to perform the essential functions of the job.

ARTICLE 23
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.

A major illness is defined generally as an 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 Director 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 24
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 Director.

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 of the immediate family member must be furnished to the Department Director in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Such proof of death shall be a published death notice or such other documentation that is acceptable to the Department Director.

ARTICLE 25
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 26
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.

Regular full-time and eligible regular part-time employees who have other qualifying minimum value minimum essential medical insurance coverage have the option to decline, i.e. opt out of, the Town's medical insurance coverage by completing the Health Coverage Opt-Out Credit-Attestation Regarding Other Coverage form and submitting it to the Human Resources Director. Such employees are then eligible for monthly opt-out payments from the Town in the amount of not less than \$394.00 for Fiscal Year 2019 and shall adjust to the budgeted amount in the second and third year of this Agreement.

- 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 27
WAGE SCALE**

Section 1. Effective October 1, 2018 through September 30, 2019, the pay ranges for the bargaining unit employees shall be as follows:

<u>POSITION TITLES</u>	<u>MINIMUM FY 2018-2019</u>		<u>MAXIMUM FY 2018-2019</u>	
	<u>PER YEAR</u>	<u>PER HR</u>	<u>PER YEAR</u>	<u>PER HR</u>
<u>Department: Public Works</u>				
Custodian	22,267.89	10.71	34,213.35	16.45
Equipment Operator I	24,605.04	11.83	36,831.82	17.71
Equipment Operator II	30,469.57	14.65	52,629.26	25.30
Equipment Operator III	36,312.46	17.46	55,204.46	26.54
Facilities Maintenance Worker I	26,119.87	12.56	37,719.08	18.13
Facilities Maintenance Worker II	32,568.68	15.66	45,055.15	21.66
Facilities Maintenance Worker III	39,385.38	18.94	59,922.05	28.81
Facilities Mechanic I	30,924.02	14.87	41,700.90	20.05
Facilities Mechanic II	35,360.28	17.00	49,166.81	23.64
Foreman General Infrastructure	45,401.39	21.83	72,581.63	34.90
Grounds Maintenance Crew Leader	31,897.83	15.34	50,227.18	24.15
Grounds Maintenance Foreman	37,784.00	18.17	60,809.30	29.24
Irrigation Technician I	29,625.60	14.24	44,600.70	21.44
Irrigation Technician II	34,537.95	16.60	47,976.59	23.07
Maintenance Worker I	22,267.89	10.71	34,213.35	16.45
Maintenance Worker II	25,016.21	12.03	38,151.88	18.34
Maintenance Worker III	32,309.00	15.53	50,638.35	24.35
Mechanic I	27,483.21	13.21	42,090.42	20.24
Mechanic II	32,806.73	15.77	55,355.94	26.61
Operations Technician I	32,092.59	15.43	46,829.65	22.51
Sanitation Foreman	39,515.22	19.00	63,211.37	30.39
Storm Water Technician I	32,309.00	15.53	50,638.35	24.35
Storm Water Technician II	36,312.46	17.46	55,204.46	26.54
Traffic Maintenance Technician I	29,625.60	14.24	39,233.90	18.86
Traffic Maintenance Technician II	33,023.13	15.88	43,432.12	20.88
Vehicle Maintenance Foreman	39,839.83	19.15	63,276.30	30.42
<u>Department: Marina</u>				
Dock Attendant	32,460.48	15.61	44,146.25	21.22

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 cost-of-living increase in their annual compensation as of October 1, 2018.

Additionally, all employees covered by this Agreement shall be eligible to receive the following merit increases based upon the outcome of their individual performance evaluations:

For achieving a total rating factor of 2.5 to 3.0. 1&½ percent increase

For achieving a total rating factor of greater than 3.0. 2 percent increase

Such merit increases shall sunset at the end of the one-year collective bargaining agreement.

Section 4. Full-time employees shall receive monetary recognition for length of service with the Town in accordance with the Pay Plan on cardinal years as follows:

\$500.00 shall be awarded to the employee at the completion of five (5) years of regular full-time service with the Town.

At the end of ten (10) years of regular full-time service with the Town, the employee shall receive \$1,000.00 in longevity pay.

Effective September 1, 2019, employees who reach fifteen (15) years of regular full-time service with the Town shall receive \$2,000.00 in longevity pay.

Upon reaching twenty (20) years of regular full-time service with the Town, the employee shall receive \$3,000.00 in longevity pay.

Employees who reach twenty five (25) years of regular full-time service with the Town shall receive \$4,000.00 in longevity pay; however, employees who exceed twenty-five (25) years of regular full-time service with the Town shall receive no more than \$4,000.00 in longevity pay on the cardinal year anniversaries of their service with the Town.

Those employees receiving longevity pay prior to October 1, 1999 shall continue to receive longevity pay in the amount of \$1,000.00 per year.

NOTE: For purposes of longevity pay, length of service shall mean continuous service with the Town commencing with the initial date of regular full-time employment by the Town.

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 28
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. If the employee is not fit for full duty upon conclusion of the twelve (12) weeks of unpaid leave and has been released by his or her physician with temporary limitations on duties, the employee will be paid in accordance with the Town's Worker's Compensation Return to Work policy.

Because the Town values its employees, the Town has established its Return to Work ("RTW") program through which employees who have temporary disabilities due to an illness or injury in the line of duty are provided with opportunities to transition back to work when medically feasible. The purpose of this RTW policy is as follows:

- To assist in the recovery process by providing employees with a goal and focus for returning to full productivity;
- To reduce the financial burden to employees by allowing them to resume full wages as soon as possible; and
- To reduce the Town's Worker's Compensation costs.

Through this RTW program, the Town will compensate employees at the rate of 80 percent of their regular rate of pay, which can be supplemented by the employee's accrued sick and vacation leave banks.

Employees, who as a result of an illness or injury in the line of duty, have been released by their physician to return to work with temporary limitations on duties (e.g., light duty), shall participate in the Town's RTW program. An employee who declines a light duty position that meets his or her physician's requirements may be disqualified from worker's compensation benefits. Employees must directly advise the Human Resources Director that they have been released with such temporary limitations on duties and must request a Return to Work Request Form for completion by the employee and by the employee's physician.

Once such form has been completed, it must be submitted directly to the Human Resources Director for further processing and to identify duties within the Town that meet such limitations.

CONFIDENTIAL - NOT FOR SERVICE USE

ARTICLE 29
RETIREMENT PLANS

The Town will provide a defined contribution pension plan and deferred compensation 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.

The Town participates in a 401(a) defined contribution plan. Pension benefits for employees begin on the first anniversary date of continuous full-time employment. The Town contributes 7 & ½ percent of the employee's pay on a bi-weekly basis. The employee's vesting in the pension is as follows:

25% vested	After two years of service
50% vested	After three years of service
75% vested	After four years of service
100% vested	After five years of service

The Town also participates in a 457 deferred compensation plan. For employees who choose to contribute to the Town-sponsored 457 deferred compensation plan, the Town will match either 50%, 75%, or 100% of the first 5% of employee's compensation depending upon number of years of service, as follows:

Years of Service	Percentage
1 – 5 years	50%
6 – 10 years	75%
11+ years	100%

Each member may contribute up to an amount applicable under current law each year to employee's retirement account.

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

ARTICLE 30
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 31
DURATION OF AGREEMENT

This Agreement shall take effect retroactive to October 1, 2018 upon ratification by the parties and shall remain in full force and effect through the 30th day of September, 2021 with a reopener on wages for the second and third year of this agreement 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 _____ day of _____, 2019.

ON BEHALF OF THE
TOWN OF LAKE PARK

ON BEHALF OF THE UNION

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

TOWN MANAGER

BUSINESS REPRESENTATIVE

MAYOR

DIVISION PRESIDENT

TOWN SEAL ATTEST:

WITNESS

TOWN CLERK



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 I-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:

- | | |
|--|--|
| <input type="checkbox"/> All documents relied on in imposing discipline | <input type="checkbox"/> Witness statements |
| <input type="checkbox"/> Employee evaluations; discipline | <input type="checkbox"/> Job descriptions for grievant |
| <input type="checkbox"/> All time cards for the last ___ months | <input type="checkbox"/> Personnel file (see attached release) |
| <input type="checkbox"/> All memoranda/emails, video tapes, cd-roms, floppy disks pertaining to the above-listed | <input type="checkbox"/> 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 _____



**COPY OF JANUARY 31,
2019 LETTER FROM THE
FEDERATION OF PUBLIC
EMPLOYEES**



FEDERATION OF PUBLIC EMPLOYEES

*A Division of the National Federation of Public and Private Employees
An Affiliate of District 1- Marine Engineers Beneficial Association (MEBA), (AFL-CIO)*

DANIEL D. REYNOLDS
Division President

ANTHONY MARCIANO
Division Secretary/Treasurer

January 31, 2019

John D'Agostino, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SENT VIA US MAIL AND FACSIMILE TO (561) 881-3314

Dear Mr. D'Agostino:

This letter is to advise you that the Federation of Public Employees held a ratification vote for the Town of Lake Park Bargaining Unit in January 2019.

Please be advised that the majority of bargaining unit employees in attendance voted to accept the Collective Bargaining Agreement between the Federation and The Town of Lake Park.

If you need any additional information, please do not hesitate to contact me.

Sincerely,

Guy T. Masters
Business Representative

GM:yf

RECEIVED

FEB 04 2019

Office of Town Manager
TOWN OF LAKE PARK



Federation of Public Employees

A Division of the NFOPAPE
An Affiliate of District 1 - MEBA (AFL-CIO)
1700 N.W. 66th Avenue, Suite 100
Fort Lauderdale, Florida 33313



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John D'Agostino, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

3040322222 0005

Ordinance on Second Reading

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 20, 2019

Agenda Item No. *Tab 3*

Agenda Title: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTIONS 6-3, 6-5 AND 6-6 OF CHAPTER 6 OF THE TOWN CODE RELATED TO THE CONSUMPTION, POSSESSION AND SALE OF ALCOHOLIC BEVERAGES IN THE TOWN OF LAKE PARK; PROVIDING FOR THE CREATION OF SECTION 6-7 TO BE ENTITLED "PENALTY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
 BOARD APPOINTMENT OLD BUSINESS
 PUBLIC HEARING ORDINANCE ON 2nd READING
 NEW BUSINESS
 OTHER: _____

Approved by Town Manager *J. Di Tammasso* Date: *2-13-19*

Nadia Di Tammasso / Community Development Director
 Name/Title _____

Originating Department: <p style="text-align: center;">Community Development</p>	Costs: \$ Legal Review/Advertisement Funding Source: Acct. # 108 / 106-48100 <input type="checkbox"/> Finance _____	Attachments: Ordinance 01-2019 Legal Ad
Advertised: Date: <u><i>2/10/2019</i></u> Paper: Palm Beach Post <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>ND</i></u> or Not applicable in this case Please initial one.

Summary Explanation/Background:

February 6, 2019 TOWN COMMISSION MEETING: Considered on 1st reading and approved unanimously. Grammatical errors were caught between 1st and 2nd reading and these were corrected.

UPDATE at 02-06-2019 Meeting: This Ordinance was considered by the CRA Board/Town Commission at a joint workshop that was held on January 14, 2019. It was requested that Section 6-3, subsection (b) be modified so that it only applies to privately-owned parking lots and that the signage requirement only apply to establishments with liquor licenses that do not permit consumption on the premises. These modifications have been incorporated into the proposed Ordinance. The enforcement mechanism (*up to a \$500 fine, or up to 60 days in jail, or both*) has also been made consistent throughout. Additional “editorial” changes have also been incorporated by the Town Attorney.

Summary presented at December 5, 2018 Commission meeting:

The Palm Beach County Sheriff's Office (PBSO) requested that staff consider modifying Chapter 6 of the Town Code so as to clarify the enforcement and penalties provisions for better enforcement out in the field. The proposed Ordinance has been reviewed by the Town Attorney and Lieutenant Gendreau of PBSO.

Recommended Motion: I move to ADOPT Ordinance 01-2019 on 2nd reading.

ORDINANCE NO. 01-2019

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTIONS 6-3, 6-5 AND 6-6 OF CHAPTER 6 OF THE TOWN CODE RELATED TO THE CONSUMPTION, POSSESSION AND SALE OF ALCOHOLIC BEVERAGES IN THE TOWN OF LAKE PARK; PROVIDING FOR THE CREATION OF SECTION 6-7 TO BE ENTITLED "PENALTY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has adopted provisions in Chapter 6 of its Code of Ordinances (the Code) pertaining to the regulation of alcoholic beverages within the Town; and

WHEREAS, the Palm Beach County Sheriff's Office (PBSO) has recommended that the Town incorporate enforcement provisions in Chapter 6 to enhance the public health, safety and welfare.

WHEREAS, the Town Commission determined that the most appropriate way to implement the PBSO's recommendations is to amend Sections 6-3, 6-5 and 6-6 of the Code.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. Sections 6-3, 6-5 and 6-6 of the Code are hereby amended to read as follows:

Sec. 6-3. - Consumption and possession of alcoholic beverages in unlicensed establishments, public parking lots, public places and ways prohibited.

- (a) *Restrictions on the consumption of alcoholic beverages at commercial establishments.* The consumption of alcohol on the premises of unlicensed commercial establishments is hereby prohibited.

No person shall consume alcoholic beverages or cause alcoholic beverages to be added to any other beverage on the premises of any commercial establishment unless the owner of the establishment is licensed to sell alcoholic beverages to be consumed on the premises. For the purposes of this section, the term "premises" shall include the parking area of the commercial establishment. No person licensed by the beverage department of the state, who is not licensed to sell alcoholic beverages to be consumed on the premises, shall knowingly furnish or provide any set-ups, glasses or other service to any person for the purpose of consuming alcoholic beverages on the premises. No owner of any commercial establishment who is not licensed by the beverage department of the state to sell alcoholic beverages to be consumed on the premises, or any operator or employee of any such establishment, shall knowingly sell, furnish or provide any set-ups, glasses or any other service to any person for the purpose of consuming alcoholic beverages on the premises.

- (b) *Consumption and/or possession of alcoholic beverages is prohibited in privately-owned parking lots; with exceptions.* It is unlawful for any vendor or for any agent, servant or employee of any such vendor, to permit the consumption of any alcoholic beverages in or upon any parking areas or other area outside of the building or room stated in the vendor's license certificate as the address thereof, when any part of such parking or area is adjacent to the building or premises in which the business license is operated, and when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such a licensed vendor or by any agent, servant or employee of such licensed vendor. The licensed vendors Establishments with a license that does not allow consumption on the premises, shall post and maintain a legible, painted or printed sign in at least two separate prominent places on such parking or other areas, with sufficient light directed thereon to be visible during the hours of darkness while such place of business is open, in letters of not less than three inches in height. Parking areas utilized by multiple businesses of this type may share signage. The signage shall state the following stating:

"WARNING"

"Drinking Consumption of alcoholic beverages on the exterior of this premises or in the parking lot or in the public right-of-way is strictly prohibited and subject to a \$500 fine not exceeding \$500 or up to 60 days in jail, or both- Town of Lake Park Ordinance"

- (1) It is unlawful for any person to consume an alcoholic beverage in or upon any parking area outside of and adjacent to a vendor's licensed premises when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such vendor.
- (2) If any licensed vendor mentioned herein is a corporation, then the officers of such corporation shall be regarded as the owners thereof, for the purposes of enforcement of this section.
- (c) *Consumption and/or Possession of alcoholic beverages is prohibited in and upon public places and public ways, including but not limited to, parks, streets, benches, sidewalks, parking lots, alleys, etc.; with exceptions.* It shall be unlawful for any person to drink, consume and/or possess or carry an open container of alcoholic beverage on the premises outside of, or on any streets, alleys, sidewalks, benches, or parking areas, and on other lands open to the public and/or owned or controlled by the town which are open to the general public, provided however that the town commission may permit consumption and carrying of alcoholic beverages during special events pursuant to the special event permits issued in accordance with the special event provisions of this Code. For the purposes of this section, the Lake Park Harbor Marina, Lake Shore Park and Kelsey Park shall be excluded from the definition of "park" provided that any consumption of alcohol in these areas Kelsey Park ~~must~~ shall be pursuant to a special event permit which authorizes the sale and consumption of alcohol in the park areas listed herein Kelsey Park. The Town shall post and maintain a legible, painted or printed sign in at least two separate prominent places on such parking or other areas, with sufficient light directed thereon to be visible during the hours of darkness while such place of business is open for business, in letters of not less than three inches in height, stating:

"WARNING"

"Consumption of alcoholic beverages in any public places and public ways, including but not limited to, parks, streets, benches, sidewalks, parking lots, alleys is strictly prohibited and subject to a fine not exceeding \$500 or up to 60 days in jail, or both- Town of Lake Park Ordinance, unless a special event permit has been obtained."

- (d) *Possession of alcoholic beverages in parking lots prohibited; exception.* It shall be unlawful for any person to possess or consume any alcoholic beverage in or within 500 feet of a commercial establishment parking lot in the town except in those areas in which such possession is permitted pursuant to the Beverage Law, special or general act of the state legislature, the Florida Administrative Code, or town permit, ordinance, resolution or administrative approval unless such alcoholic beverage is in the original container with the seal unbroken.
- (e) *Exemptions.* This section shall not apply to:
 - (1) Any person engaged in picking up empty beverage containers for the purpose of collecting the deposit or value of the bottle or can itself, nor to any person taking part in a litter control campaign; or
 - (2) The possession of any open container by any licensed distributor or licensed vendor of alcoholic beverages, provided that such alcoholic beverage is being transported solely for commercial purposes.
 - (3) Persons consuming alcoholic beverages at a special event, for which the town has issued a special event permit which includes the authorization for the sale and consumption of alcoholic beverages, and provided that the alcoholic beverages are not contained within a glass or metal container.
- (f) *Taking open container from licensed premises prohibited; vendor's responsibilities.* It is unlawful for any those vendors, their agents or employees who ~~are or his~~their agents or employees, licensed to sell beer, wine, liquor or other alcoholic beverages within the Town unincorporated areas of the county, to knowingly allow any person to take from the licensed premises any opened beer, wine, liquor or other alcoholic beverage container, or to knowingly allow any person to take from the licensed premises any glass or other open or unsealed container containing an alcoholic beverage or any mixture containing an alcoholic beverage.
- (g) *Enforcement of section.* ~~It shall be the duty and responsibility of all town law enforcement and code enforcement officers to enforce the provisions of this section.~~ The Town's law enforcement agency, or other duly authorized law enforcement agency is hereby authorized to and shall strictly enforce the provisions of this chapter.

Sec. 6-5. - Hours of sale.

No person shall buy, sell, serve, consume or deliver, or permit the purchase, sale, service, consumption or delivery of, any alcoholic beverages for consumption on or off the premises of a licensed alcoholic beverage establishment between the hours of 2:00 a.m. and 7:00 a.m. of any day, including Sunday but excepting December 31 (New Year's Eve) which hours shall be 5:00 a.m. and 7:00 a.m., respectively. Those businesses or employees thereof who do not comply with this sections shall be subject to a fine not exceeding \$500 or up to 60 days in jail, or both.

The Town's law enforcement agency, or other duly authorized law enforcement agencies are hereby authorized to enforce the provisions of this chapter.

Sec. 6-6. - Sale of alcohol near certain uses prohibited.

(a) No person or entity may sell alcoholic beverages for consumption either on or off the premises where the place of sale is within 500 feet of real property that is being used as an elementary school, middle school, high school, or secondary school. Provided, however, that businesses located in the Park Avenue Downtown District on Park Avenue between 7th Street and 10th Street may be exempted from ~~this the~~ 500-foot distance regulation. Bring your own alcohol-type establishments whereby alcohol is not sold onsite, are exempt throughout the Town.

(b) The measurement provided in subsection (a) of this section shall be measured by drawing a straight line between the closest property lines of the place of sale and the real property being used as an elementary school, middle school, high school or secondary school.

(c) Consumption of alcohol in Kelsey Park, the Lake Park Harbor Marina, or Lake Shore Park must be pursuant to a special event permit, or permanent concession sales located on the premises, which authorizes the sale and consumption of alcohol in Kelsey Park, the Lake Park Harbor Marina, or Lake Shore Park.

Sec. 6-7 Penalty. Any person who violates any provision in this chapter shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment for a term not exceeding sixty (60) days, or by both.

Section 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Codification.

The Sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

Section 5. Repeal of Laws in Conflict.

All Ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon adoption by the Town Commission.

**LEGAL NOTICE OF
PROPOSED ORDINANCE
TOWN OF LAKE PARK**

Please take notice that on Wednesday, February 20, 2019 at 6:30 p.m. or soon thereafter the Town Commission, of the Town of Lake Park, Florida in a regular session to be held in the Commission Chambers, Town Hall, 535 Park Avenue, Lake Park, Florida will consider the following Ordinances on second reading and proposed adoption thereof:

ORDINANCE NO. 01-2019

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTIONS 6-3, 6-5 AND 6-6 OF CHAPTER 6 OF THE TOWN CODE RELATED TO THE CONSUMPTION, POSSESSION AND SALE OF ALCOHOLIC BEVERAGES IN THE TOWN OF LAKE PARK; PROVIDING FOR THE CREATION OF SECTION 6-7 TO BE ENTITLED "PENALTY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida
2-10/2019

New Business

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 2/20/19

Agenda Item No. *Tab 4*

Agenda Title: RESOLUTION AUTHORIZING AMENDING THE FISCAL YEAR 2018/2019 GENERAL FUND BUDGET

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* Date: 2-12-19

Lourdes Cariseo Finance Director
Name/Title

Originating Department: FINANCE	Costs: See attachment "A" Funding Source: Acct. See attached <input checked="" type="checkbox"/> Finance <i>LCariseo</i>	Attachments: Resolution, <i>19-02-19</i> Budget Adjustment
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>LC</u> Please initial one.

Summary Explanation/Background:

On January 2, 2019 the Commission approved Resolution 05-01-19 to purchase ShotSpotter Flex Technology to detect, respond to and investigate gunshots in the Town of Lake Park. The technology will work in conjunction with the Town's Surveillance Camera System and License Plate Reader Technology. This agreement includes the installation of sensors and yearly maintenance, known as the yearly subscription, in the amount of \$65,000. In addition there is a one-time set-up fee of \$20,000. The Town will fund the \$65,000 subscription purchase from existing funds, to be transferred from the Finance Department. The vacant position of Office Assistant will not be filled in the current fiscal year. The \$20,000 one-time set-up fee will be transferred from the contingency account which has a current balance of \$103,237. Upon approval of Resolution _____, the balance of the contingency account will be \$83,237.

Recommended Motion: Approve Resolution *19-02-19*

RESOLUTION NO. 19-02-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2018-2019 AS PREVIOUSLY ADOPTED BY RESOLUTION 62-09-18 AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SHOTSPOTTER, INC. FOR THE PURCHASE OF AN ANNUAL SUBSCRIPTION FOR SHOTSPOTTER FLEX TECHNOLOGY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2018 and ending September 30, 2019; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 61-09-18 a final millage rate for Fiscal Year 2018-2019; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2018-2019, which was adopted by Resolution 62-09-18.

WHEREAS, the Town Commission approved the purchase of ShotSpotter, adopted by Resolution 05-01-19; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and are supported herein.

Section 2. An amended final budget of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Budget Adjustment Itemization (Attachment A).

Section 3. The Town Manager is hereby authorized to amend/transfer between departmental accounts provided, however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

Section 4. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This Resolution shall become effective immediately upon adoption.

The staff recommends adjusting the following revenue/expenditure items:

Fiscal Year 2018/2019 General Fund Adopted Revenue Budget			8,660,599
Account Description	Account Number	Budget Adjustment	Budget Adjustment
Total Revenue Increase			-
Fiscal Year 2018/2019 General Fund Adopted Expenditure Budget			8,660,599
Regular Salaries	001-150-12000		(44,158)
FICA	001-150-21000		(3,378)
Health Insurance	001-150-23100		(13,649)
Dental Insurance	001-150-23200		(380)
Retirement	001-150-22000		(3,312)
Life Insurance	001-150-23300		(123)
Contingency	001-900-99901		(20,000)
Professional Fees	001-200-31000	85,000	
Total Expenditure Adjustments		85,000	(85,000)
Net Expenditure Increase			-
Net Revenue Increase			-
Total Fiscal Year 2018/2019 Adjusted Budget			(8,660,599)

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 2/20/19

Agenda Item No. *Tab 5*

Agenda Title: RESOLUTION AUTHORIZING THE MAYOR TO PROCEED WITH EXECUTING A FIVE YEAR SUBSCRIPTION WITH SHOTSPOTTER, INC.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *JM Cariseo* Date: 2-12-19

Lourdes Cariseo Finance Director
Name/Title

Originating Department: FINANCE	Costs: See attachment "A" Funding Source: Acct. See attached <input checked="" type="checkbox"/> Finance <i>LCariseo</i>	Attachments: Resolution, Budget Adjustment
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>LC</u> Please initial one.

Summary Explanation/Background:

On January 2, 2019 the Commission approved Resolution 05-01-19 to purchase ShotSpotter Flex Technology to detect, respond to and investigate gunshots in the Town of Lake Park. This agreement includes the installation of sensors and yearly maintenance, known as the yearly subscription, in the amount of \$65,000 and a one-time set-up fee of \$20,000.

Recommended Motion: Approve Resolution 20-02-19 authorizing the Mayor to execute the agreement with ShotSpotter, Inc.

RESOLUTION NO. 20-02-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SHOTSPOTTER, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town Commission has determined that there is a need for ShotSpotter Flex Technology further the public’s health, safety, and welfare; and

WHEREAS, the Palm Beach County Sheriff’s Office (PBSO); and

WHEREAS, because the Town’s ShotSpotter will be managed by the PBSO, it must be compatible with its County-wide system; and

WHEREAS, pursuant to the Town’s purchasing procedures, the Town may enter into sole source contracts if the good and/or service being procured is available only from one source of supply; and

WHEREAS, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to enter into an agreement with ShotSpotter, Inc.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to execute the agreement with Vetted Security Solutions, Inc., a copy of which is attached hereto and incorporated herein as Exhibit 'A'.

Section 3. This Resolution shall take effect upon execution.



 **ShotSpotter®**
DETECT • PROTECT • CONNECT

Confidential

**BUDGETARY PRICE PROPOSAL TO EXPAND
SUBSCRIPTION-BASED SHOTSPOTTER®
GUNFIRE LOCATION, ALERT AND ANALYSIS SERVICE
FOR THE PALM BEACH COUNTY & TOWN OF LAKE PARK**



DETECT • PROTECT • CONNECT

PALM BEACH COUNTY & TOWN OF LAKE PARK

**Budgetary Price Proposal to Expand Subscription-Based ShotSpotter®
Gunfire Location, Alert, and Analysis Service**

Customer: Palm Beach County & Town of Lake Park, Florida

Proposal ID: LAKEPARKFL01112019

Date: January 11, 2019

Submitted by: Phil Dailly, Director – Southeast Region
+1.704.470.5501 mobile
+1.650.887.2106 fax
phild@ShotSpotter.com

ShotSpotter, Inc.
7979 Gateway Blvd, Suite 210
Newark, California 94560
+1.888.274.6877
info@ShotSpotter.com
www.ShotSpotter.com

Pricing, Terms and Conditions

The following pricing is a budgetary estimate only and is subject to change. Upon request, ShotSpotter will provide a formal price quotation. Please note that ShotSpotter may need to perform a site survey in order to accurately calculate the final, binding price quotation. The pricing provided remains valid for ninety days (through April 11, 2019).

This price quotation does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.

One-Time Service Startup Fees

Service Initiation fee for 1.0 square mile @ \$10,000/mi ²	\$ 10,000.00
ShotSpotter Onboarding, Training, and Best Practices Support	\$ 10,000.00
Total One-Time Fees	\$ 20,000.00

Annual Subscription Fee

1.0 square mile coverage area @ \$65,000/mi ² /year (geographic area within red boundary)	\$ 65,000.00
Total Annual Fee	\$ 65,000.00

Total First-Year Term

One-Time Service Startup Fees	\$ 20,000.00
One-Year Subscription for 1.0 square mile	\$ 65,000.00
Grand Total First-Year Subscription	\$ 85,000.00

Payment Terms

Payment for the service initiation and startup, all subscription fees, and optional service fees shall be as follows:

- 50% due upon execution of agreement
- 50% due upon ShotSpotter activation (live) status

ShotSpotter Services Agreement

The proposed services will be delivered according to the terms of the existing ShotSpotter Services Agreement ("Agreement") with Palm Beach County dated September 28, 2012, which is incorporated herein by reference and constitutes an integral part of this proposal. Unless specifically stated otherwise, should there be any conflict between the Agreement and this proposal, the Agreement shall take precedence over the proposal itself.

Agreement

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

ShotSpotter, Inc.

**Palm Beach County
f/b/o Town of Lake Park**

By: _____

(Authorized Signature)

By: _____

(Authorized Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ShotSpotter, Inc.
7979 Gateway Blvd, Suite 210
Newark, California 94560
+1.888.274.6877
info@ShotSpotter.com
www.ShotSpotter.com

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 20, 2019

Agenda Item No. *Tab 6*

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute an Agreement with Cintas for Uniform Services for Collective Bargaining Unit Personnel.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON ____ READING
- NEW BUSINESS**
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 2-5-19
[Signature] 2/5/19
 Richard Scherle / Public Works Director

Originating Department: Public Works	Costs: SEE ATTACHED COST BREAKDOWN. Funding Source: Uniform accounts in each - Streets & Roads, Sanitation, Stormwater, Facilities Maintenance, Grounds Maintenance, and Vehicle Maintenance. Acct. # Multiple Accounts – see attached cost breakdown <input type="checkbox"/> Finance <u><i>[Signature]</i></u>	Attachments: 1. Cost Breakdown 2. Resolution <u>21-02-19</u> with Agreement
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>[Signature]</i></u> Please initial one.

Summary Explanation/Background:

As part of the new Collective Bargaining Agreement (CBA), the Town is required to provide full uniform rental service, which includes full laundering of uniforms. Currently, the Town utilizes a lease program with Cintas, which includes the provision and repair of employee uniforms but without laundering

service. The costs for the new uniform service (which includes shop towel service) are included as an attachment.

The agreement with Cintas, if approved, would be a three year agreement, per the pricing and terms of the uniform service agreement as established by the unit cost pricing for Cintas within U.S. Communities, a nationwide governmental purchasing alliance.

The costs provided on the attached pricing matrix are the costs associated with a fully staffed Public Works Department. There are currently several open positions, and so actual expenditures will be less than shown in the attachment until full staffing is achieved. Due to a high level of responsiveness and the advantageous pricing afforded by Cintas through the U.S. Communities pricing structure, staff recommends approval.

Recommended Motion: I move to adopt Resolution no. 21-02-19

CINTAS

EMP #	EMPLOYEE NAME	DIVISION	QUANTITY	SIZE	STYLE / Sleeve Info	Initial Set-up	Weekly Service	Annual Cost
15	HOWARD BUTTS	Streets	11	XXL	259 (Navy/White Polo) / SS	\$0.00	\$5.70	\$296.40
			11	42 x 32	270 Cargo Pants			
22	JAMES DUBOIS	Streets	11	L	935 (Work Shirt) / LS	\$0.00	\$5.70	\$296.40
			11	36 x 32	270 Cargo Pants			
12	PETER MIKES	Stormwater	11	XL	935 (Work Shirt) / SS	\$0.00	\$5.70	\$296.40
			11	34 x 32	270 Cargo Pants			
21	JOHN WYLIE	Stormwater	11	XXL	935 (Work Shirt) / LS	\$0.00	\$5.70	\$296.40
			11	42 x 30	270 Cargo Pants			
14	JIM SKRANDEL	Facilities	11	M	935 (Work Shirt) / SS	\$0.00	\$5.70	\$296.40
			11	34 x 30	270 Cargo Pants			
6	DWAYNE BELL	Sanitation	11	XXXL	259 (Navy/White Polo) / SS	\$0.00	\$5.70	\$296.40
			11	42 x 30	270 Cargo Pants			
11	MANUEL DASILVA	Sanitation	11	L	935 (Work Shirt) / SS	\$0.00	\$5.70	\$296.40
			11	36 x 34	270 Cargo Pants			
10	JACKIE HARRIS	Sanitation	6	XXXL	259 (Navy/White Polo) / SS	\$0.00	\$5.70	\$296.40
			5	XXXL	Work Shirt / LS			
			11	44 x 32	270 Cargo Pants			
16	MATTHEW JONES	Sanitation	8	XXXL	935 (Work Shirt) / SS	\$0.00	\$5.70	\$296.40
			3	XXXL	935 (Work Shirt) / LS			
			11	52 x 30	270 Cargo Pants			
18	DWAYNE MURDOCK	Sanitation	11	XL	935 (Work Shirt) / SS	\$0.00	\$5.70	\$296.40
			11	34 x 32	270 Cargo Pants			
28	MARVIN PAYNE	Sanitation	11	XL	935 (Work Shirt) / SS	\$0.00	\$5.70	\$296.40
			11	42 x 32	270 Cargo Pants			
7	SAM WISDOM	Sanitation	11	L	935 (Work Shirt) / SS	\$0.00	\$5.70	\$296.40
			11	34 x 30	270 Cargo Pants			
2	KELVIN ANDERSON	Grounds	11	L	935 (Work Shirt) / SS	\$0.00	\$5.70	\$296.40
			11	34 x 29	270 Cargo Pants			
20	BRYAN HOOD	Grounds	11	XL	935 (Work Shirt) / SS	\$0.00	\$5.70	\$296.40
			11	34 x 32	270 Cargo Pants			
8	SHELDON HUGHES	Grounds	11	XXL	935 (Work Shirt) / SS	\$0.00	\$5.70	\$296.40
			11	44 x30	270 Cargo Pants			
5	VERDREE PATTERSON	Grounds	11	L	259 (Navy/White Polo)	\$0.00	\$5.70	\$296.40
			11	34 x 32	270 Cargo Pants			
3	WILLIE WILLIAMS	Grounds	9	XL	935 (Work Shirt) / SS	\$0.00	\$5.70	\$296.40
			2	XL	935 (Work Shirt) / LS			
			11	44 x 30	270 Cargo Pants			
9	HENRY ROSSARIO	Vehicle	11	XXXL	935 (Work Shirt) / SS	\$0.00	\$5.70	\$296.40
			11	44 x 30	270 Cargo Pants			
37	PAUL MATHIS	Vehicle	11	LJ4X	259 (Navy/White Polo) / SS	\$0.00	\$7.42	\$385.84
			11	48 x 36	270 Cargo Pants			
1	RAGS	Sanitation	---	---	---	---	\$12.73	\$661.96
TBD	Vacant Position	Facilities	11	TBD	935 (Work Shirt) / SS	\$62.32	\$5.70	\$358.72
			11	TBD	270 Cargo Pants			
TBD	Vacant Position	Grounds	11	TBD	935 (Work Shirt) / SS	\$62.32	\$5.70	\$358.72
			11	TBD	270 Cargo Pants			
TBD	Vacant Position	Sanitation	11	TBD	935 (Work Shirt) / SS	\$62.32	\$5.70	\$358.72
			11	TBD	270 Cargo Pants			

\$7,459.16

Annual Cost Breakdown Division:

Streets	190-49400	\$592.80
Stormwater	402-49400	\$592.80
Sanitation (Rags)	404-34000	\$661.96
Sanitation	404-49400	\$2,433.52
Grounds	406-49400	\$1,840.72
Facilities	408-49400	\$655.12
Vehicle	410-49400	\$682.24

*Unforeseen costs that are not included would be employees leaving without returning their uniforms and initial set-up fees for new employees.

RESOLUTION NO. 21-02-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CINTAS FOR THE PROVISION OF UNIFORM SERVICES FOR COLLECTIVE BARGAINING UNIT PERSONNEL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, as part of the newly established Collective Bargaining Unit Agreement (CBA), the Town is required to provide full uniform services to all personnel covered under the CBA; and

WHEREAS, the Town is part of the U.S. Communities governmental purchasing alliance, and

WHEREAS, Cintas (the “Contractor”) has agreed to provide full uniform services as required by the CBA and to extend the same unit pricing to the Town as found within its U.S. Communities contract; and

WHEREAS, the term of the agreement between the Town and Cintas shall be three years, with each year of the agreement costing \$7,459.16; and

WHEREAS, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to enter into an agreement with Cintas to provide uniform service as required by the CBA.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE
TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to execute the agreement with Cintas, a copy of which is attached hereto and incorporated herein as Exhibit 'A'.

Section 3. This Resolution shall take effect upon execution.



SOLUTIONS

Location No. 283
 Contract No. 9394
 Customer No. 11698

Main Corporate Code → **50716**
 Tile & Carpet Corporate Code → **50717**

Date 12/13/2018

Customer/Participating Agency :Town Of Lake Park _____ Phone 561-881-3345 _____
 Address_650 Old Dixie Hwy _____ City Lake Park _____ State FL__ Zip 33403

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
935	Comfort Work Shirt	0.186
270	Cargo Work Pant	0.332

This agreement is effective as of this date 12/13/18 for a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Harford County Public Schools, with any such changes taking effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average, Baltimore Region (Washington-Baltimore).

- Name Emblem \$ 1.555 ea • Company Emblem \$ 2.555 ea
- Customer Emblem \$ N/A ea • Embroidery \$ 3.95 ea
- COD Terms \$ N/A per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms – Charge Payments due 10 Days After End of Month
- Minimum Charge \$ 35 per delivery.
- Make-Up charge \$ 1.555 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$.156 per garment.
- Seasonal Sleeve Change \$ N/A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Shop towel container \$ N/A per week.
- Artwork Charge for Logo Mat \$ N/A
- Uniform Storage Lockers: \$ N/A ea/week, Laundry Lock-up: \$ N/A ea/week Shipping: \$ N/A
- Service Charge N/A

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5.00 per garment will be assessed for employees size changed within 4 weeks of installation.

• Other _____

FACILITY

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

*Indicated bundled items/services

Initial and check box if Unilease. All Garments will be cleaned by customer

Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.

Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments

CUSTOMER:

Cintas Loc. No: 283 Please Sign Name _____
By: Mike Doneth Please Print Name _____
Title: MDR Please Print Title _____
Accepted-GM: _____ Email _____

US Communities Participating Public Agencies Terms

Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County

Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

- 1 **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

- 2 **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

- 3 **Garments' Lack of Flame Retardant Or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.

- 4 **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

- 5 **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one time preparation fee indicated on Exhibit A. Customer shall not pay Company any one time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.

- 6 **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems In Inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.

- 7 **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company

- 8 **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.

9 Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.

10 Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:

11 If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.

12 If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service

13 If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.

14 If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

15 Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 20, 2019

Agenda Item No. *Tab 7*

Agenda Title: Amendment of the Town of Lake Park Position Titles, Job Codes and Pay Plan for Fiscal Year 2019 to Include the Increase in the Minimums and Maximums of the Pay Ranges of All Town Positions Covered by the Collective Bargaining Agreement between the Town and the Federation of Public Employees a Division of the National Federation of Public and Private Employees (AFL-CIO)

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS**
- OTHER: _____

Approved by Town Manager *[Signature]* Date: *2-8-19*

Name/Title
Assistant Town MGR/HADIRECTOR

Originating Department: Human Resources and Finance	Costs: \$ -0- Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Copy of Amended Position Titles, Job Codes and Pay Plan for FY 2019
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <input checked="" type="checkbox"/> BMT Please initial one.

Summary Explanation/Background:

As part of the Fiscal Year 2019 budget approved by the Town Commission on September 20, 2018, a 2 percent cost-of-living increase was provided to all general employees of the Town effective October 1, 2018. At its October 3, 2018 meeting, the Commission approved the Town of Lake Park Position Titles, Job Codes and Pay Plan for Fiscal Year 2019 to increase the minimums and maximums of the pay ranges of all Town general employees by 2 percent to reflect the cost-of-living increase. Staff advised the Commission at the October 3, 2018 meeting that the that the Fiscal Year 2019 pay ranges for positions covered by the Collective Bargaining Agreement between the Town and the Federation of Public Employees a Division of the National Federation of Public and Private Employees (AFL-CIO) ("Agreement") would be presented to the Commission for approval once the new Agreement has been ratified by the Commission.

Previously at this Commission meeting, the Town Commission ratified the Agreement for the period of October 1, 2018 to September 30, 2021, and authorized the Mayor and the Town Manager to execute such Agreement. The purpose of this agenda item is to amend the Town of Lake Park Position Titles, Job Codes and Pay Plan for Fiscal Year 2019 to include the increase in the minimums and maximums of the pay ranges of all Town positions covered by the Agreement by 2 percent to reflect the cost-of-living increase. Such positions are highlighted in yellow on the attached Amended Position Titles, Job Codes and Pay Plan for FY 2019.

Recommended Motion: I move to approve the amendment of the Town of Lake Park Position Titles, Job Codes and Pay Plan for Fiscal Year 2019.

TOWN OF LAKE PARK
POSITION TITLES, JOB CODES, AND PAY PLAN

JOB COD	E/NE	POSITION TITLES	MINIMUM FY 2019		MAXIMUM FY 2019	
			PER YEAR	PER HR	PER YEAR	PER HR
Department: Town Manager						
100	E	Town Manager	Contract Employee		Contract Employee	
101	E	Assistant Town Manager	56,221.55	26.50	87,049.25	41.85
102	E	Grants Writer	57,281.93	27.00	87,155.33	41.90
103	NE	Assistant to the Town Manager	41,116.61	19.77	55,331.33	26.60
Department: Information Technology						
104	E	Chief Information Technology Officer	56,158.75	27.00	87,155.33	41.90
General Clerical (non-departmental)						
998	NE	Administrative Secretary	29,893.34	14.37	46,951.01	22.57
999	NE	Administrative Assistant	32,269.54	15.51	53,655.26	25.80
Department: Town Clerk						
200	E	Town Clerk	56,158.75	27.00	87,155.33	41.90
201	NE	Deputy Town Clerk	38,231.23	18.38	60,359.52	29.02
Department: Human Resources						
300	E	Assistant Town Manager / Human Resources Director	78,499.20	37.74	126,935.33	61.03
301	NE	Assistant to the Human Resources Director	41,116.61	19.77	55,331.33	26.60
Department: Community Development						
400	E	Community Development Director	74,065.06	35.61	113,951.14	54.78
401	E	Planner	40,989.31	19.71	63,860.16	30.70
402	NE	Community Development Technician	32,269.54	15.51	53,655.26	25.80
403	NE	Code Compliance Officer	33,457.63	16.09	56,307.26	27.07
404	NE	Assistant to Community Development Director	41,116.61	19.77	55,331.33	26.60
Department: Finance						
500	E	Finance Director	79,411.49	38.18	128,675.04	61.86
501	E	Assistant Finance Director	72,325.34	34.77	108,880.51	52.35
506	E	Chief Accountant	67,080.00	32.90	98,426.00	48.27
502	NE	Accountant I	43,620.10	20.97	70,564.42	33.93
503	NE	Accountant II	48,160.32	23.15	76,865.57	36.95
504	NE	Accountant III	52,658.11	25.32	83,145.50	39.97
505	NE	Office Assistant	38,231.23	18.38	60,359.52	29.02

JOB COD	E/NE	POSITION TITLES	MINIMUM		MAXIMUM	
			FY 2019		FY 2019	
			PER YEAR	PER HR	PER YEAR	PER HR
Department: Library						
600	E	Library Director	56,158.75	27.00	87,155.33	41.90
601	E	Librarian II	41,816.74	20.10	61,696.13	29.66
602	NE	Library Accounting Clerk	29,893.34	14.37	46,951.01	22.57
603	NE	Library Assistant II	32,269.54	15.51	53,655.26	25.80
604	NE	Library Assistant I	25,077.31	12.06	37,552.32	18.05
605	NE	Library Technical Assistant I	29,893.34	14.37	46,951.01	22.57
607	E	Librarian I	38,231.23	18.38	47,120.74	22.65
608	NE	Children's Services Assistant	19,879.39	9.56	26,477.57	12.73
Department: Special Events						
900	E	Special Events Director	56,158.75	27.00	87,155.33	41.90
901	NE	Camp Counselor (Seasonal)	18,118.46	8.71	26,477.57	12.73
902	NE	Recreation Bus Driver	18,118.46	8.71	26,477.57	12.73
906	E	Recreation Supervisor	38,231.23	18.38	60,359.52	29.02
904	NE	Special Events Coordinator	33,118.18	15.92	33,118.18	15.92
Department: Public Works						
700	NE	Assistant to the PW Director	41,944.03	20.17	56,434.56	27.13
701	NE	Custodian	** 22,722.34	10.92	34,900.32	16.78
702	NE	Equipment Operator I	** 25,098.53	12.07	37,573.54	18.06
703	NE	Equipment Operator II	** 31,081.44	14.94	53,697.70	25.82
704	NE	Equipment Operator III	** 37,043.14	17.81	56,307.26	27.07
705	NE	Facilities Maintenance Worker I	** 26,647.30	12.81	38,485.82	18.50
706	NE	Facilities Maintenance Worker II	** 33,224.26	15.97	45,953.86	22.09
707	NE	Facilities Maintenance Worker III	** 40,161.89	19.31	61,102.08	29.38
708	NE	Facilities Mechanic I	** 31,548.19	15.17	42,538.08	20.45
709	NE	Facilities Mechanic II	** 36,067.20	17.34	50,133.41	24.10
710	NE	Foreman General Infrastructure	** 46,314.53	22.27	74,022.62	35.59
711	NE	Grounds Maintenance Crew Leader	** 32,524.13	15.64	51,215.42	24.62
712	NE	Grounds Maintenance Foreman	** 38,549.47	18.53	62,014.37	29.81
713	NE	Irrigation Technician I	** 30,211.58	14.52	45,487.10	21.87
714	NE	Irrigation Technician II	** 35,239.78	16.94	48,924.10	23.52
715	NE	Maintenance Worker I	** 22,722.34	10.92	34,900.32	16.78
716	NE	Maintenance Worker II	** 25,522.85	12.27	38,910.14	18.71
717	NE	Maintenance Worker III	** 32,948.45	15.84	51,660.96	24.84
718	NE	Mechanic I	** 28,026.34	13.47	42,941.18	20.64
719	NE	Mechanic II	** 33,457.63	16.09	56,455.78	27.14
720	E	Operations Manager	47,757.22	22.96	73,768.03	35.47
721	NE	Operations Technician I	** 32,736.29	15.74	47,757.22	22.96

JOB COD	E/NE	POSITION TITLES	MINIMUM		MAXIMUM	
			FY 2019		FY 2019	
			PER YEAR	PER HR	PER YEAR	PER HR
Department: Public Works Continued						
722	E	Project Manager	73,598.30	35.38	97,126.85	46.70
723	E	Public Works Director	74,065.06	35.61	113,951.14	54.78
724	NE	Sanitation Foreman	** 40,310.40	19.38	64,475.42	31.00
725	NE	Storm Water Technician I	** 32,948.45	15.84	51,660.96	24.84
726	NE	Storm Water Technician II	** 37,043.14	17.81	56,307.26	27.07
727	NE	Traffic Maintenance Technician I	** 30,211.58	14.52	40,013.38	19.24
728	NE	Traffic Maintenance Technician II	** 33,691.01	16.20	44,299.01	21.30
729	NE	Vehicle Maintenance Foreman	** 40,649.86	19.54	64,539.07	31.03
Department: Marina						
800	E	Marina Director	79,453.92	38.20	111,299.14	53.51
801	E	Dock Master	37,043.14	17.81	60,359.52	29.02
802	NE	Assistant Dock Master	24,589.34	11.82	35,748.96	17.19
803	NE	Ship's Store Clerk	24,589.34	11.82	35,748.96	17.19
804	NE	Dock Attendant	33,118.18	15.92	45,041.57	21.65
805	NE	Marina Maintenance Worker II	25,522.85	12.27	38,910.14	18.71

E = Exempt Position
NE = Non-exempt Position
**** = Bargaining Unit Position**