

**AGREEMENT**

**between**

**NORTHEAST FLORIDA PUBLIC EMPLOYEES'  
LOCAL 630, LIUNA**

**AND**

**TOWN OF ORANGE PARK, FLORIDA**

**October 1, 2010 through September 30, 2013**

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## **AGREEMENT**

This Agreement is entered into as of October 1, 2010, between the Town of Orange Park, hereinafter referred to as the Public Employer, or Town, and the Northeast Florida Public Employees' Local 630, Laborers' International Union of North America, Certification #126 hereinafter referred to as Local 630, or the Union.

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise out of the interpretation of this Agreement, and set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment, and such other terms and conditions of employment contained in this Agreement. There shall be no individual arrangement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.

It is understood that the Town of Orange Park is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous, reliable and cost effective service to the public.

## ARTICLE I

### UNION RECOGNITION

- 1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Public Employer recognizes the Union as the exclusive bargaining representative for those employees in the defined bargaining unit (see attached Appendix A) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and such other conditions of employment contained in this Agreement. Employees shall mean all full-time permanently employed classified members of the Public Employer employed in those classifications contained in the defined bargaining unit.<sup>1/</sup>
- 1.2 It is further understood and agreed that the Business Manager of Local 630, or his designee will be the official spokesman for said Union in any matter between the Union and the Public Employer. The Union shall furnish to the Town Manager in writing the name of its designee and the period of time during which such designee is authorized to conduct business on behalf of the Union.

<sup>1/</sup> "All references to employees in the male gender of this Agreement are used for convenience only and should be interpreted to include both male and female."

**ARTICLE II**  
**DUES DEDUCTION**

- 2.1 Upon receipt of a written authorization from an employee covered by this Agreement, the Town will deduct from the employee's pay each pay period the amount owed to the Union by each employee for dues. No authorization shall be allowed for payment of any collection of fines, penalties or special assessments. The amount to be deducted shall be certified to the employer by an authorized officer of the Union, and the aggregate deduction of all employees shall be remitted monthly, together with an itemized statement, to the Secretary-Treasurer of the Union within thirty (30) days after said deductions are made. The Town remittance will be deemed correct if the Union does not give written notice to the Town within two (2) calendar weeks of a remittance, of its belief with reasons stated therefore that the remittance is incorrect. It shall be the responsibility of the Union to notify the Town Manager or his designee in writing of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.
- 2.2 The Union shall indemnify the Town and hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the Town for complying with any of the provisions of this Article. If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the Union and not the Town.
- 2.3 An employee may revoke his authorization for deduction of dues provided the employee gives thirty (30) days written notice to the Town and the Union. Upon receipt of such notification, the Town shall terminate dues on the pay date immediately following the expiration of the thirty (30) day notice period.
- 2.4 No deduction shall be made from the pay of an employee for any payroll period in which the employee's net<sup>2/</sup> earnings for that payroll period are less than the amount of dues to be checked off.
- 2.5 In the event the Union delivers additional dues authorization to the Town Manager, it is agreed and understood that the Town shall have thirty (30) days from the date of delivery in which to commence the dues deduction procedure.

<sup>2/</sup> Net earnings shall mean net after required deduction of federal taxes, social security, pensions, and health and life insurance.

## ARTICLE III

### MANAGEMENT SECURITY

- 3.1 The Union and its officers, agents and members agree that during the life of this Agreement, they shall have no right to instigate, promote, sponsor, engage in or condone any strike, slow-down, concerted stoppage of work or intentional interruption of employer operations for any reason. The consideration for such provision being the right to resolution of disputed questions. Management shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only question that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provision preventing strikes, slow-downs, concerted stoppages of work, intentional interruptions of Town operations was violated by the employee to be discharged or otherwise disciplined.
- 3.2(A) The Union, its representatives, agents, members or any persons acting on their behalf agree that the following "other unlawful acts" as defined in Chapter 447, Florida Statutes, are expressly prohibited:
1. Soliciting public employees during working hours of any employee who is involved in the solicitation;
  2. 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.
  3. Instigating or advocating support, in any positive manner, for an employee organization's activities from high school or grade school students during classroom time.
- (B) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this part.
- (C) The circuit courts of this state shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings, if necessary. An employee who is convicted of a violation of any provision of this section may be discharged or otherwise disciplined by the Town, notwithstanding further provisions of this Agreement.
- 3.3 The Public Employer and the Union agree that the basic intent of this Agreement is to provide a fair days work in return for a fair days pay and to provide conditions of employment suitable to maintain a competent work force. The Public Employer and the Union agree that all provisions of this Agreement shall be applied to all employees covered by it and the Public Employer and the Union affirm their joint opposition to any discriminatory

practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of employee's skill and ability without regard to race, color, creed, national origin or sex.

3.4 The Town agrees that there will be no lockouts for the duration of the Agreement.

## ARTICLE IV

### MANAGEMENT RIGHTS

- 4.1 It is the right of the Public Employer solely and exclusively to determine the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its operations, including the right to sub-contract. It is also the right of the Public Employer to direct its employees, to hire, promote, demote, assign work, transfer employees, relieve its employees from duty because of lack of work or for other legitimate reasons, to discipline, suspend, discharge for cause, to establish the number and starting time of shifts, work week, work day, to control and regulate the use of all equipment and other property of the Public Employer, to establish and amend rules and regulations and to require employees to observe the Public Employer's rules and regulations. The exercise of the above rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on terms and conditions of employment.
- 4.2 The Public Employer agrees to make every reasonable effort to place affected employees in another position within the Town based on their seniority should it be necessary to subcontract any of the work normally being performed by Town employees. The Public Employer will inform the Union of such contractual arrangements which may affect the employees in the bargaining unit, or when it is planned to deviate from this policy.

## **ARTICLE V**

### **SPECIAL MEETINGS**

- 5.1 The Public Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The Union shall have the right, at these special meetings, to recommend to the Public Employer corrections to any inequities known to the Union. Both parties shall have the duty to respond in writing to the other party's request. Further, both parties will provide a final written response concerning their position.

## ARTICLE VI

### UNION STEWARDS AND UNION REPRESENTATION

- 6.1 The Public Employer recognizes and shall deal with the appropriate Union stewards and the Union Business Manager or his designee in all matters relating to grievances and interpretations of this Agreement.
- 6.2 The employees covered by this Agreement will be represented by stewards in the following divisions. The total number of stewards in the bargaining unit is not to exceed three (3) in number, with one designated as chief steward.
- Streets - Sanitation - Water and Sewer
- 6.3 A written list of the Union stewards shall be furnished to the Department Head and Town Manager prior to the effective date of their assuming duties of office. The Union shall notify the Department Head and Town Manager promptly of any changes of such Union stewards. No Union steward will be granted time off from his job to perform any grievance work unless the above has been complied with.
- 6.4 Except as provided in Section 3.2 of this Agreement, the Union Business Manager as designated by Section 1.2 will, with proper authorization which will not be unduly withheld, be admitted to the property of the Public Employer. An official as designated and provided above shall be able to talk with the employees before or after regular working hours or during lunch hours on Public Employer property in accessible areas so designated by the Public Employer.
- 6.5 The Union will be placed on the distribution list for the agenda of Town Council meetings. A copy shall be forwarded to the Office of the Director of Public Works for placement on the bulletin board.

## ARTICLE VII

### UNION ACTIVITY

- 7.1 The following sections outline the duties and responsibilities of stewards in performing their functions as recognized Union representatives. Only in those cases which cannot be resolved otherwise, Union stewards may be granted reasonable time off during working hours to investigate and settle grievances only on their respective shifts on the job site, which is within their jurisdiction, if such investigation is required for the prompt and effective settlement of the grievance in question. Productivity loss must be minimized. Union stewards shall not investigate, present or adjust grievances or disputes on premium time except in emergency situations involving disciplinary action.
- 7.2 Prior to any proposed investigation of grievances, the Union steward shall obtain permission from his immediate supervisor and the grievant's supervisor. If permission cannot be immediately granted, the Public Employer will arrange to allow investigation of the grievance at the earliest possible time. Supervisory permission shall be given verbally to the Union steward provided that said verbal authorization insures adequate controls of the steward's time, otherwise, written permission will be required. If it becomes necessary for a Union steward to receive written permission the Public Employer will provide a form which will be used for this purpose. Upon returning to his work assignment, each steward shall report to his immediate supervisor unless prior consent not to do so has been secured.
- 7.3 Union stewards shall be employees in the bargaining unit.
- 7.4 It is agreed that all stewards have productive work to perform as assigned by the Public Employer. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by Union Representatives in investigating, presenting and adjusting grievances or disputes. Solicitation of any and all kinds by the Union, and the collecting of Union monies shall not be engaged in during working hours. No Union meeting shall be held on Public Employer time.
- 7.5 While on leave of absence, no employee shall function as a Union steward.

- 7.6 Union Representatives, when on the Public Employer's property, and stewards are subject to all Public Employer rules regarding the conduct of employees of the Public Employer.
- 7.7 When it is necessary for a Union steward to enter a department or area other than his own for the purpose of conducting Union business authorized by the Agreement, he shall notify the supervisor of that area or department or activity of his presence and nature of his business.
- 7.8 Any allegations by the Public Employer which indicate that a Union steward is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Town Manager for discussion with the Union Business Manager or his designee. The Town Manager shall have the right to require the Union to refrain from excessive activities of such nature.
- 7.9 Nothing in this agreement shall be construed to prevent any public employee from presenting, at any time, his own grievances, in person or by legal counsel, to his Public Employer, and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining Agreement then in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.
- 7.10 Employees of the designated bargaining unit shall have the right to join the Union or not to join - at the option of the employee, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste, related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, intimidation or reprisal against any employee because of that employee's membership or lack of membership in the Union. This provision shall be applied to all employees by the Public Employer and the Union.
- 7.11 If negotiation sessions are set during the working hours of employees on the negotiation committee, the Public Employer will allow not more than three (3) committee members time-off with pay for the purpose of negotiating a subsequent Agreement, provided that the third member of the negotiating committee is employee Scott Smith.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

- 8.1 Any grievance, defined as a dispute, claim or complaint that an employee may have as to the interpretation, application, or an alleged violation of some express provision of this Agreement which is subject to the Grievance procedure, shall systematically follow the four (4) step procedure as outlined herein. Any grievance filed shall refer to the specific provision(s) of the Agreement alleged to have been violated and shall completely set forth the facts pertaining to the alleged violation, and such grievance shall be limited to an application or non-application of this Agreement to factual situations inasmuch as the legal interpretation of this Agreement is to be determined by the case and statutory law of the state together with the Charter and ordinances of the Town of Orange Park.

#### **STEP I**

The Aggrieved employee shall present orally or in writing his grievance to his immediate supervisor within five (5) working days of the occurrence of the action giving rise to the grievance. The aggrieved employee may request that a Union steward be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it orally or in writing to the aggrieved employee within five (5) working days from the date the grievance was presented to him.

#### **STEP II**

If the grievance is not settled at the first step, the aggrieved employee, within five (5) working days from the date of the supervisor's decision, shall reduce the grievance to writing, sign it and present it to the Department Head. The Department Head shall obtain the facts concerning the alleged grievance and shall within five (5) working days of receipt of the written grievance, conduct a meeting between himself, his representatives, if needed, and the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a Union Representative or chief steward. The Department Head shall notify the aggrieved employee of his decision in writing not later than five (5) working days following the meeting date.

#### **STEP III**

If the decision of the Department Head in Step II is not considered satisfactory by the aggrieved employee, the aggrieved employee may forward the written grievance to the Town Manager within five (5) working days of receipt of the answer provided in Step II. The Town Manager shall schedule a meeting within ten (10) working days after receipt of the grievance unless such time is mutually extended in writing. At this meeting there will be a full disclosure of all facts relating to the grievance at hand. The Town Manager shall notify the aggrieved employee of his/her decision in writing not later than five (5) working days following the meeting.

## STEP IV

If the decision of the Town Manager at Step III is unsatisfactory to the Union, the Union may request arbitration within seven (7) working days of the Town Manager's decision.

The parties to this Agreement shall mutually agree within thirty (30) days of the request for arbitration at Step IV, upon an impartial arbitrator to hear the facts and render a decision on grievances so submitted. The arbitrator so selected shall render his decision in writing, which shall be final and binding upon both parties. Provided that the arbitrator shall not have the authority to add to, subtract from, modify or alter the terms of this Agreement.

If the parties are unable to agree upon an impartial arbitrator, the Federal Mediation and Conciliation Services shall be requested by either or both parties to provide a panel of five (5) arbitrators each of whom shall be a member of the National Academy of Arbitrators. Both the Public Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

### 8.2 Rules for Grievance Processing:

It is agreed -

- (a) Time limits at any stage of the grievance procedure may be extended only by written mutual agreement of the parties involved at that step.
- (b) A grievance presented at Step II and above shall be dated and signed by the aggrieved employee presenting it. Any written decision shall be rendered to the aggrieved employee and shall be dated and signed by the Public Employer's representative at that step.
- (c) When a written grievance is presented, the Public Employer's representative shall acknowledge receipt of it and the date thereof in writing.
- (d) A grievance not advanced to the higher step by the party filing the grievance within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the Public Employer's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.
- (e) In computing time limits under this Article, Saturdays, Sundays and holidays shall not be counted.

- (f) When a grievance is reduced to writing there shall be set forth in the space provided on the grievance form provided by the Public Employer all of the following:
  - 1. A complete statement of the grievance and facts upon which it is based;
  - 2. The specific section or sections of this Agreement claimed to have been violated; and
  - 3. The remedy or correction requested.
- (g) In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to five (5) calendar days prior to the date of the filing of the grievance.
- (h) The parties shall share the fees and expenses of the arbitration. Each side will pay its own representatives and witnesses. Either side desiring a transcript will pay for it; however, any per diem charge of the court reporter shall be borne by the party requesting said reporter.

## ARTICLE IX

### DISCHARGE, DISCIPLINE & REPRIMAND

- 9.1 No full-time non-probationary employee (in accordance with Article XV) shall be removed, discharged, reduced in rank or pay, suspended or otherwise disciplined except for just cause, and in no event until he shall have been furnished with a written statement of the charges and the reasons for such action. In any grievance proceeding, the employee shall have time to prepare for a defense against charges preferred as outlined in the Grievance Procedure (Article VIII). The employee and the Union shall have the right to enter the grievance procedure at Step III in any discharge or suspension action affecting the employee, and the matter shall proceed from Step III through Step IV, if deemed necessary by the Union or the Town. Any employee found to be unjustly discharged or discharged without just cause shall be reinstated with full compensation (less interim earnings and unemployment compensation receipts) for all time lost as a result of such action and full restoration of all other rights and conditions of employment.
- 9.2 The following situations may be utilized and are intended only as examples of the criteria to be followed in dismissing, demoting, or suspending an employee:
- Theft of property belonging to the Town;
  - Initiating a fight with anyone while on the job;
  - The intentional destruction of Town property and/or negligence in the operation of a Town vehicle, Town machinery or equipment;
  - Conduct unbecoming a Town employee;
  - The use of any toxic or illegal drug while on duty;
  - The commission of an act which constitutes a crime under the laws of the State of Florida:
  - Insubordination;
  - Incompetency or inefficiency in the performance of an employee's duties;
  - Attempting to induce an officer or employee of the Town of Orange Park to commit an unlawful act;
  - Taking for personal use from any person a gift, fee, or other valuable thing in the course of work or in connection therewith, when such gift or other valuable thing is given in the hope of receiving a favor or treatment greater than that accorded other persons;
  - Engaging in outside activities on Town time or unauthorized use of Town equipment; and

Failing to maintain a satisfactory attendance record.

Notwithstanding the provision of Section 9.1, the Town may suspend, demote, or discharge an employee for drunken or disorderly and disruptive conduct without the necessity of a written statement prior to such job action, however, such a statement shall be delivered to the employee within five (5) days of the actual dismissal, demotion, or suspension.

9.3 Any official reprimand shall be furnished to the employee outlining the reason for the reprimand. The employee will be requested to sign this statement. If he refuses to do so this refusal shall be noted and placed in his personnel file. The employee shall have the right to submit a statement responding to the reprimand and such responding statement will be entered in the employee's personnel file. Employees shall have the right to review their own official personnel files upon request. All letters of reprimand shall become null and void after twenty-four (24) months from the date of issue and may not be used as a basis for discharge or disciplinary action after becoming void, provided the employee has no additional reprimands during the twenty-four (24) MONTH PERIOD. The employee must serve twenty-four (24) months without additional discipline before prior discipline becomes null and void.

9.4 All full-time non-probationary employees shall have the right to representation by the Union steward during the meetings between the Public Employer and an employee of the bargaining unit, where the employee has a reasonable belief based on factual circumstances that a disciplinary action may be taken or job interests may be threatened as a result of the meeting. The right to representation by the Union steward must be requested by the employee and may not interfere with legitimate management rights. The Public Employer has no duty to bargain with the Union steward who attends any meeting between an employee and a Public Employer.

The right of an employee to representation will not arise in emergency situations such as drunken or disorderly conduct where an immediate investigation is unnecessary and a Union steward is not readily available.

9.5 Bargaining unit employees shall use care in handling Town property or equipment and in handling property or equipment entrusted to the Town by other agencies or persons. Employees shall report immediately any damage or loss to said property or equipment to the Department Head and Town Manager. Furthermore, any employee who willfully or negligently loses, damages, or destroys said property or equipment shall be subject to disciplinary action up to and including discharge, and shall be required to pay the Town 20% of the value of the damage with a limit of \$200.00. The determination of whether or not an employee shall be required to make any payment under this section shall be made by the Department Head.

**ARTICLE X**

**VACATION**

10.1 Accrual of vacation leave shall be limited to the following schedule for all employees in the bargaining unit except temporary, part-time and seasonal employees:

<u>Years of Continuous Service</u>	<u>Year</u>	<u>Working Days Per Month</u>
Less than one year	5	.425
Upon completion of 1 year thru 5 years	10	.83
Beginning with the 6th thru 10 years	15	1.25
Beginning with the 11th year thru 15 years	20	1.667
Beginning with the 16th year or more	25	2.083

10.2 An employee shall accrue vacation leave with pay at the monthly rate per year stated in Section 10.1. Vacation shall be earned during the first year of employment. The rate of accrual shall change to the higher rate on the first day of the month in which the employment anniversary occurs. Upon written request and with at least twenty-one (21) days advance notice, when required, an employee taking authorized vacation shall have advanced to him his regular pay for the subsequent pay period prior to beginning his vacation.

10.3 Vacation leave may be taken when requested by the employee in writing and approved by the appropriate Department Head. The Public Employer will make every effort to meet the written requirements of the employee consistent with the requirements of its operations. Any portion of said leave which has accrued to the credit of the employee may be taken, provided no vacation leave taken shall exceed thirty (30) working days per fiscal year. The granting of this request shall be at the sole discretion of the Public Employer. The limitation of thirty (30) days herein imposed on the taking of vacation leave does not apply if the vacation leave is to be used for education purposes or retirement from the service.

An employee may accumulate and carry forward fifteen(15) vacation days plus five (5) more with prior written permission of the Department Head and Town Manager. Additional unused vacation shall be forfeited.

- 10.4 Absence on account of sickness, on the job injury or disability, in excess of that hereinafter authorized for such purposes may at the request of the employee and with the approval of the Public Employer, be charged against vacation leave allowance.
- 10.5 Should a holiday as provided in this contract fall within an employee's scheduled vacation period, the employee is to take an additional day of vacation in accordance with the procedure set forth by the Public Employer for taking of holidays.
- 10.6 An employee who is dismissed for cause shall be required to forfeit all accrued leave and failure of any employee to give proper notice of two (2) weeks with his resignation shall result in the forfeiture of the accrued vacation leave.
- 10.7 Upon retirement from the service of the Public Employer, the employee shall be paid for or allowed to take all accrued vacation leave.
- 10.8 All employees shall be notified monthly of vacation time accrued.
- 10.9 (a) Any bargaining unit employee in good standing who has been employed by the Town on a continuous, full-time basis for at least seventy-eight (78) calendar months may request approval from the Department Head to cash in up to five (5) accumulated vacation days each fiscal year. Such request must be received between December 1 and March 31 of each year.
- (b) In addition, any bargaining unit employee in good standing who has been employed by the Town on a continuous, full-time basis for at least one-hundred eight (108) calendar months, may request approval from the Department Head to cash in up to an additional five (5) accumulated vacation days per fiscal year; provided that the employee would have a vacation balance of at least eighty (80) hours after cashing in vacation under this subsection. A request under this subsection must be received between June 1 and September 30 of each year.
- (c) A request under this section must be reduced to writing and submitted to the Department Head. The Town Manager shall have complete discretion to grant or to deny a request, or to waive the requirements provided above. The Town Manager's decision shall not be subject to the grievance or arbitration procedure of this Agreement.

Should the request be granted, the employee will receive ninety-five percent (95%) of the value of the accrued vacation benefit "cashed-in" and shall forfeit five percent (5%) of the value of the accrued vacation benefit.

## ARTICLE XI

### HOLIDAYS

- 11.1 Employees in the bargaining unit shall observe the following as paid holidays:
- January 1st (New Year's Day)
  - Third Monday in February (President's Day)
  - Last Monday in May (Memorial Day)
  - July 4th (Independence Day)
  - First Monday in September (Labor Day)
  - November 11th (Veterans Day)
  - Fourth Thursday in November (Thanksgiving Day)
  - Friday after Thanksgiving
  - December 24th (Christmas Eve)
  - December 25th (Christmas Day)
  - Employee's Birthday
- Any other holiday declared by the Town Council to be applicable to the bargaining unit employees.
- 11.2 Whenever a holiday shall occur on a scheduled day off for shift or non-shift employees, these employees shall be allowed to take a day off at a later date or be compensated at the straight time rate in order to equalize the legal holidays for shift and non-shift employees.
- 11.3 An employee of the bargaining unit who is required to perform work or to render services on one of the holidays listed in 11.1 shall be compensated at one and one-half (1-1/2) times the employee's regular straight time hourly rate for any hours worked. In addition to his compensation at the one and one-half (1-1/2) times rate for hours worked, the employee shall receive the straight time rate of pay for that day or equal time off at another date mutually agreed upon by the employee and the Public Employer. In case of a disagreement, the Public Employer's decision shall be final.
- 11.4 Every employee shall receive payment for any paid holiday unless:
- (a) He is absent (other than for vacation leave approved at least 14 days in advance pursuant to Section 10.2) on the last regular work day preceding such holiday or on the next regular work day following such holiday;
  - (b) He is on leave of absence or layoff on the day on which such holiday occurs;
  - (c) He fails to report for work without justifiable reason for such absence having been scheduled to work on such holiday.

- 11.5 Whenever any of the holidays established by this Agreement shall occur on a Sunday, the following Monday shall be observed as the official holiday; whenever any holiday shall occur on a Saturday, the preceding Friday shall be observed as the official holiday. Shift workers shall observe the actual day of the holiday for the purposes of pay.
- 11.6 Any employee not regularly assigned to an odd work week as the same is defined in 13.1(B) shall not be required to work on the first Monday in September (Labor Day) unless an emergency occurs that affects property, public health or the safety of the Town of Orange Park. In the event an employee not assigned to the odd work week is required to work because of the above conditions, his compensation shall be at the double (2) time rate. Employees assigned to the odd work week shall receive pay at the rate provided in Section 11.3.

## **ARTICLE XII**

### **SICK LEAVE**

- 12.1 Employees of the Town of Orange Park shall earn sick leave at the rate of one (1) day per calendar month. Paid sick leave and other authorized leave while on the active payroll due to an on-the-job injury shall be construed as time worked. No employee shall be permitted to accumulate more than ninety (90) days of unused sick leave except as otherwise provided in 12.3.
- 12.2 Sick leave will be granted during a genuine illness of the employee or the serious illness of a member of his immediate family. Up to three (3) days sick leave may be taken at the time of the death of a member of the immediate family. For purposes of this section, immediate family is defined as the spouse, grandparents, parents, brothers, sisters, children, and grandchildren of both the employee and the spouse. If unusual circumstances exist, upon request, additional sick leave may be granted by the Public Employer. All employees shall be required to furnish to the Public Employer such information as may be requested for the proper administration of this section. For an absence of two (2) or more days to be charged against sick leave, a certificate from a medical doctor shall be required prior to the issuing of the employee's next payroll warrant. except that the Department Head may require a doctor's certificate on less than a two (2) days absence, when prior notification in writing is furnished said employee. When the employee returns to work, the doctor's certificate shall contain information as to whether or not the employee can perform any and all duties normally assigned to his classification, or if the employee can be assigned to duties less strenuous in nature on a temporary basis. Sick leave will not be granted to perform the duties of a pallbearer.
- 12.3 Any employee who accumulates ninety (90) days of unused sick leave shall be entitled to be paid an amount equal to his regular compensation for a period of time equal to 75% of the sick leave accumulated by such employee in any one year in excess of ninety (90) days. Said payment shall be made on the first pay day of December of each year.
- Any employee meeting the requirements from the Town of Orange Park shall be entitled to and receive terminal benefits upon his retirement with fifteen (15) years or more of continuous uninterrupted service with the Town for 75% of such employee's unused accumulated sick leave, provided that said terminal benefits shall not exceed ninety (90) calendar days.

- 12.4 All employees, where required by the Public Employer, will notify their supervisor or his designee as far in advance of their scheduled reporting time each day of their intended absence due to illness provided that such notification shall in no case be later than 6:45 a.m. on the day of the intended absence of the employee is on the day shift, and 2:00 p.m. if the employee is on the swing shift. The Public Employer will designate a phone number for employees to call in the event they are unable to report to work as provided above. All employees, where required by the Public Employer, will notify their supervisor or his designee, at least sixteen (16) hours in advance of their intent to return to work. Should an employee be absent due to illness and fail to comply with the provisions of this section, such employee shall be charged leave without pay. The employee will furnish adequate explanation of his illness to his supervisor to determine that such sick leave should be allowed. Absences under sick leave conditions will be subject to investigation. An employee may be disciplined if it appears that he is using an excessive amount of sick leave as determined by the Public Employer. The Public Employer has the right to require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether or not the employee is physically or mentally capable of performing any and all duties required of his classification. This examination will be conducted on Public Employer time and at Public Employer expense.
- 12.5 Sick leave shall be charged in increments of not less than one (1) hour.
- 12.6 Should an employee be absent due to illness and fail to comply with the rules and regulations covering sick leave, such employee shall be charged with unauthorized absence and will be subject to disciplinary action, up to and including termination in accordance with Article 9.
- 12.7 Sick leave will be charged only against an employee's regular work day and shall not be charged for absences on prearranged overtime work, unscheduled call-in overtime work days, or holidays.
- 12.8 All employees shall be notified monthly of the amount of unused sick leave accrued.

**ARTICLE XIII**

**HOURS OF WORK & OVERTIME PAYMENT**

13.1 The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

For the purposes of computing the pay of employees, the following standard hours shall govern the work week, the work day and normal shift hours for those employees not otherwise specified herein:

<u>Work Week</u>	<u>Work Day</u>	<u>Normal Shift Hours</u>
168 Hours from starting time	24 Hours from starting time	8 Hours exclusive of lunch

- (A) The employee's standard work week shall consist of five (5) consecutive, eight (8) hour days, Monday through Friday, except for departments requiring a six (6) or seven (7) day continuous operation, excluding one (1) hour for meals per day.
- (B) The standard work week as provided in paragraph (A) above shall not apply to the employee assigned to an odd work week which shall consist of five (5) days, not necessarily consecutive, which may begin on any day of the standard work week. Where deemed practical by the Public Employer, rest days shall be consecutive.
- (c) Employees shall be granted two (2) fifteen (15) minute breaks per each eight (8) hour shift, the first during the first half of their work shift and one work break during the second half of their work shift. Breaks shall be scheduled at the discretion of the appropriate supervisor.

13.2 Except where otherwise specified herein, overtime will be compensated at the rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in any twenty-four (24) hour period constituting one (1) standard work day, and time and one-half (1-1/2) for all hours worked in excess of forty (40) hours in any scheduled work week for which overtime has not previously been compensated, and two (2) times an employee's regular rate of pay for continuous hours worked in excess of sixteen (16) hours in a twenty-four (24) hour period, constituting one (1) standard work day. Leave time, whether authorized or not, will not be used in computing the hours worked for overtime purposes and it is understood that nothing in the Article shall require payment for overtime hours not worked. For any overtime work to be performed, the Town at its discretion may offer the employee either pay or compensatory time for the overtime hours to be worked. However, should an employee work in excess of 60 hours of overtime after April 15, 1986, the Town shall pay cash for any additional overtime hours of work. The Town

shall notify the employee of its intention to compensate for overtime hours of work in cash or compensatory time when overtime work is assigned.

If any employee has accumulated 90 hours of compensatory time and the employee performs additional overtime work the employee shall have the sole discretion to decide whether he shall be paid in cash or additional compensatory time for such additional overtime work, provided that an employee may not accrue in excess of 240 hours of compensatory time off after April 14, 1986. The employee shall notify the Town of his decision to be paid in cash or compensatory time at the time the employee works any overtime after accumulating 90 hours of compensatory time.

Any employee who accrues compensatory time off and requests the use of such time will be permitted to use such time within a reasonable period of time after making the request, provided the use of such time off would not unduly disrupt Town operations. An employee who has accrued compensatory time off shall upon termination of employment be paid for the unused compensatory time at a rate not less than the regular rate received by that employee during the last three (3) years of employment with the Town, or the final regular rate of pay, whichever is higher.

The Town may not force the employee to take off/utilize any compensatory time accrued after April 15, 1986. However, no more than 40 hours may be carried from one fiscal year to another. Compensatory time accrued will be posted monthly on the bulletin board in the public works area. It is the intent of the Town to normally pay employees in cash for all overtime hours worked.

It is the responsibility of the Public Employer to maintain a list of employees eligible for overtime and to distribute the opportunity for overtime work equally among the employees in their respective classifications normally performing the same types of work in each assigned shift, crew, or work area. It shall be understood that such distribution shall not increase the costs of the Public Employer's operations. For purposes of future assignment of overtime work, if an employee is scheduled for overtime but is unavailable because of sickness or vacation, he will be treated as if he worked and he will go to the bottom of the list.

- 13.3 An employee who has left his normal place of work for his residence and is called back for overtime work shall be paid for such overtime in accordance with the above, provided that he shall receive a minimum payment of three (3) hours of time at one and one-half (1-1/2) his regular rate. An employee who has clocked-out for the day, but has not left his normal place of work and is called back for overtime work shall be paid in increments of one (1) hour for such overtime in accordance with the above, provided that he shall receive a minimum payment of one hour at one and one-half (1-1/2) his regular rate. If the minimum period of time (1 hour) is exceeded, the employee shall be receive a minimum payment of two (2) hours at one and one-half (1-1/2) his regular rate. If the employee continues working beyond a two (2) hour period, the employee shall receive a minimum payment of three (3) hours at one and one-half (1-1/2) his regular rate. Employees who have been called back to work on overtime and work more than three (3) hours shall be paid overtime in accord with the other provisions of Article 13.
- 13.4 No employee may authorize overtime for himself but shall be entitled to receive overtime as appropriately authorized by his supervisor. All overtime, unless emergency, shall be voluntary and no disciplinary action is to be brought against any employee refusing to work said voluntary overtime except the employer shall have the right to require non-emergency overtime of its employees where there are not enough employees volunteering to work the overtime shift, and further, provided that said overtime shall be distributed equally among employees in the bargaining unit. It is further understood that the Town of Orange Park has the right to schedule overtime work, as required, and in a manner most advantageous to the Town and consistent with the requirements of municipal employment in the public interest. Every effort will be made to schedule such overtime consistent with the wishes of the employee.
- 13.5 In accordance with Section 7(e)(5) of the Fair Labor Standards Act of 1938, as amended, any extra compensation provided under this Article shall not be included in determining any employee's regular rate of pay. In accordance with Section 7(h) of the Act, such extra compensation shall be creditable toward overtime payable under the Act. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.
- 13.6 The Town will provide a hot meal or pay a meal allowance in the amount of eight dollars and fifty cents (\$8.50) when an employee is required to work continuous overtime of more than four (4) hours beyond his regular shift.
- 13.7 Employees who are assigned to the Sanitation Division shall be governed by the Town of Orange Park's Rules and Regulations setting forth the requirements of a system of work and work hours identified as the "Task System". Rules and regulations governing the Task System when implemented shall not be altered during the term of this Agreement except by mutual agreement of both parties.
- 13.8 When management deems it necessary, the basic work hours of an employee can be changed. Insofar as possible, the Town will notify the

employee three (3) days in advance of any work schedule change.

## ARTICLE XIV

### WAGES

14.1 Effective October 1, 2007, an additional step (Step L) will be added to the pay plan as provided in attached Appendix B. Employees will be eligible for consideration of advancement to Step L on their annual anniversary date. Employees must meet the following minimum requirements before advancing to Step L:

- (a) Have been continuously employed by the Town for at least twelve (12) years
- (b) Possess an above average record of performance evaluations and a performance rating of sixty (60) or better for the last three (3) years prior to advancing to Step L
- (c) Possess an exemplary attendance and tardy record
- (d) Have no written or verbal reprimands within the five (5) years prior to advancing to Step L

For purposes of this section, excused tardies and absences for which proper documentation is submitted shall not count against an employee.

Employees who do not meet these minimum requirements will be eligible for consideration for advancement to Step L at the time of their next performance evaluation.

Annual performance evaluations conducted to determine eligibility to advance to Step L are not subject to the grievance and arbitration provisions provided in this Agreement.

14.2(A) Entrance Salary Determination.

1. Original appointment to any position classification shall be made at the entrance rate and advancement from the entrance rate to maximum rate within a salary range shall be by successive steps. Upon recommendation of the Department Head, the Town Manager may approve initial compensation at a higher rate than the minimum rate in the range for the position classification when the needs of the service make such action necessary.
2. When an employee is promoted to a position classification with a higher base rate of pay, the pay rate of the promoted employee shall be at the lowest step in the higher range that will provide an increase of at least five (5%) percent over the rate received immediately prior to promotion.

(B) Advancement Within a Salary Range.

1. Upon satisfactory completion of a probationary period of one hundred and eighty (180) calendar days of continuous uninterrupted service after initial appointment or promotion, the entrance salary of the employee shall be advanced one (1) step to the next higher step in the salary range for the position classification to which the employee has been assigned, unless the pay during the probationary period already exceeds the range, in which case there shall be no increase.
2. After an employee receives his step increase upon satisfactory completion of the initial probationary period set forth above, the employee may be granted successive step increases no sooner than twelve (12) months from his date of last increase, until he reaches the maximum rate of pay for his position classification provided he receives a satisfactory or above rating from his Department Head. For the purposes of this plan, the date of last increase shall be the most recent date upon which any of the following actions occurred to an employee:
  - (a) Date on which an employee received his end of probation increase.
  - (b) Date on which an employee received a merit step increase.

Cost of living adjustments or general increases shall not be considered as the date of last increase.

3. For purposes of determining whether or not the employee has satisfactorily completed his probationary period or has satisfactorily performed services for the Town for further merit step increases, the Department Head shall notify the Town Manager in writing of the Department Head's evaluation, with his recommendation for any merit step increase action. If the employee's performance has not been graded as satisfactory during the time period involved, the employee's merit step increase may be delayed at the sole discretion of the Town pending improvement. Employees who have had their merit step increase delayed may be reevaluated at any time provided improvements are noted by the Department Head. Employees who have had their merit step increase delayed shall be reevaluated quarterly until improvement is noted. The employee shall be advised in writing as to the reason his merit step increase was not granted at the usual time. The evaluation rating of an employee under this Article is within the sole discretion of the Town and is not subject to the grievance or arbitration procedures of the contract. However, employees who believe the Employer has not complied with the evaluation procedures above, may use utilize the grievance procedure contained within this agreement.

- 14.3 Any employee covered by this Agreement who is temporarily required by the Town to perform the duties of any classification above his permanent classification shall receive pay at the rate of the higher classification, for eight (8) hours or more worked in that higher classification in one standard work week or odd work week as defined in Article 13.1. The rate of pay for the higher classification shall be at the entry level rate for that position, or 5% above the employee's regular rate of pay; whichever is greater while so acting in that position.
- 14.4 Employees covered by this Agreement shall be paid weekly. The normal pay date shall be Thursday of each week. Provided that should an employee be absent two (2) Fridays in a row without a doctor's excuse, the normal pay day for that employee shall be moved from Thursday to Friday. In the event this day is a holiday, the preceding day shall be the pay date. The Town Manager shall have the option to alter the pay period upon mutual agreement of both parties.
- 14.5 All employees who are assigned to work any shift other than the normal day shift shall receive a three percent (3%) pay differential. Eligibility for shift differential shall not apply to employees in the bargaining unit hired after October 1, 1999.
- 14.6 (A) All employees covered by this Agreement prior to October 1, 1996, shall receive a \$240.00 annual increase in pay for satisfactory performance of five (5) years to ten (10) years of continuous uninterrupted service with the Town, and \$480.00 for satisfactory performance of ten (10) years and above of continuous uninterrupted service with the Town. Employee's hired on or after October 1, 1996 shall not be eligible for any increase under this section.
- 14.6 (B) Effective October 1, 2003, any employee with twenty-five (25) years or more of continuous, uninterrupted employment with the Town shall be eligible to receive a two percent (2%) increase in pay provided the employee receives a satisfactory evaluation. This pay increase shall be in addition to any annual cost of living pay increase the Town approves.
- 14.7 (A) Any employee who is required by the Employer to be on standby duty will receive standby compensation as provided in this Article.
- (B) For the purpose of this Article, an employee is on standby if the employee has been directed to carry an Employer furnished electronic paging device or leave a telephone number so that employee can be reached, and the employee must be available to return to work within a reasonable time if called. Employees who merely carry electronic paging devices, but who are not required to be available to return to work within a reasonable time if called, are not on standby.
- (C) It is understood that the standby compensation shall be paid to one (1) employee on Saturday at the rate of (1) hour at time and one-half and one (1) employee on Sunday at the rate of one (1) hour at time and one-half. In the event that the Town decides to require employees to be on standby on days other than Saturday or Sunday, employees assigned to standby

shall be paid at the rate of one (1) hour at time and one-half for each day they are required to be on standby. Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby pay is earned.

(D) Any employee who fails to comply with the provisions of this Section shall not be entitled to standby compensation for that day, and shall be subject to discipline.

(E) Employees may arrange substitution of standby duty among themselves, provided the substitution is approved in advance by management.

## ARTICLE XV

### SENIORITY AND CLASSIFICATION

- 15.1 It is understood that seniority is an employee's length of continuous service with the Town of Orange Park dating from his last date of hire .
- 15.2 Each employee shall be considered as a probationary employee for his first one hundred and eighty (180) calendar days of continuous service, after which his seniority shall date back to his date of hire. There shall be no seniority among probationary employees and they may be demoted, transferred, suspended, laid off, discharged or otherwise disciplined at the sole discretion of the Town of Orange Park, with no rights to the grievance or arbitration procedures contained in this Agreement. It is the understanding of the parties to this Agreement that the Town's right to discharge an employee during a probationary period does not apply in the instance of a promotion. In such cases, the Town may return the promoted employee to his former position, if during the first ninety (90) days following the promotion, the employee's performance is determined to be unsatisfactory. Such a decision to return the employee to his former position will be at the sole discretion of the Town and not subject to either grievance or arbitration.
- 15.3 In applying seniority under this Article, ability to perform the required work, attendance record, tardy record, and physical fitness shall be considered by the Department Head. When these factors are relatively equal, in the opinion of the Department Head, seniority governs.
- Seniority shall govern only the following conditions:
- (a) Promotions
  - (b) Layoffs - inverse order (See exception - 15.6)
  - (c) Recalls
  - (d) Vacation Period
  - (e) Transfer
- 15.4 Seniority shall not accumulate while an employee is on unauthorized leave of absence or absent while serving a suspension period.
- 15.5(A) In the event a vacancy occurs or a new job classification is created, it shall be filled by a qualified employee, when possible. Qualified shall mean a minimum of one (1) year in the present class.

- (B) When two or more employees are being considered for promotion or other recognition and their qualifications and job performance, including attendance record and tardy record, are equal as evaluated by the employee's Department Head, the most senior employee shall be selected.
- 15.6 Whenever an employee is demoted to a position for which he is qualified, he shall receive the salary in that lower range if the demotion is for cause as provided in Article 9.
- 15.7 Decisions under this Article regarding the application of seniority and the evaluation of job qualifications shall not be subject to the grievance or arbitration procedures contained in this Agreement. However, the Town agrees that the Department Head will discuss employee concerns about the application of seniority and the evaluation of job qualifications under this article with affected employees upon written request.

## ARTICLE XVI

### WORKERS' COMPENSATION

- 16.1 Any employee of the Town who is temporarily disabled, as a result of an injury received in the course of employment with the Town shall be entitled to be compensated as provided herein. Said employee shall receive from the Town the amount to which he is entitled under the Workers' Compensation law, and the difference between said amount and amount of salary which said employee was receiving immediately prior to this injury shall be paid from the Town's funds beginning when the employee starts to receive Worker's Compensation benefits. If such disability continues for more than four (4) weeks from the pay period following the date of such injury, or has been medically determined to be of a nature which prevents the return to duty within said four (4) week period, the employee's pay shall be terminated at the end of said four (4) week period or date of medical determination that such employee will be unable to return to duty within said four (4) week period. The Town may at its option provide extensions beyond the four (4) week limitation as outlined herein. At the termination of the four (4) week period or the termination of the extension period, the employee's right to compensation shall be governed by the Workers' Compensation law and by his entitlement to pension rights and sick leave benefits, if any.
- 16.2 If any such employee, who is physically able to return to work and does so, is receiving compensation for permanent partial disability under the Workers' Compensation law, the Town will pay from its funds the balance necessary for such employee to receive a sum equal to the salary of his position during such period as he continues to receive such compensation or permanent partial disability or until he is no longer employed by the Town.
- 16.3 In the event that any part or all of the foregoing sections 16.1 or 16.2 are declared invalid or unenforceable by a court of competent jurisdiction, then and in the event, this entire Article shall instantly be null and void and said entire Article shall be subject to renegotiation if requested in writing by either party to this contract within fifteen (15) days from the date of final judicial determination of said litigation.
- 16.4 Nothing in this Article shall require the Town to pay to the employee any supplemental benefits to workers' compensation benefits if the employee is ineligible to receive workers' compensation benefits. Employees shall be required to cooperate fully in processing claims for workers' compensation benefits.

**ARTICLE XVII**

**EMPLOYEE BENEFITS**

17.1 In the event of any employee's death, payment shall be made for any and all accrued overtime, vacation leave, earned holidays and other terminal leave benefits to which such employee would have been entitled to receive, under the applicable provisions of law, and only in the following sequence:

To the wife or husband;

To any child or children over the age of 18 or to the designated guardian if the child or children are under the age of 18;

To the father or mother;

Thereafter, to the designated administrator of the deceased employee's estate.

17.2 When an employee is required to use his personal automobile in the performance of his duties, he will be reimbursed for operating expenses at the rate per mile traveled as prescribed by Chapter 112, Florida Statutes, exclusive of mileage traveled to and from his work location.

17.3 The Town agrees to provide standard or low pay group health and hospital insurance coverage with an insurance company and/or HMO for members of the bargaining unit. The Town will not be obligated under this contract to pay more than \$113.97 toward the premium cost of individual employee coverage each month. Should the monthly premium cost for individual coverage exceed \$113.97, the employee shall be obligated to pay the difference by payroll deduction unless management determines in its discretion for the Town to pay more than \$113.97 each month. The employee shall be responsible to pay for the monthly premium cost of optional dependent coverage available for health and hospitalization insurance. The Town agrees to continue the life insurance benefit of \$20,000 with double indemnity provision for accidental death.

17.4 The Town agrees to continue the retirement plan covering its employees.

17.5 The Public Employer agrees to provide a payroll deduction process that is to be available to employees in the bargaining unit for various employees' Union benefits, provided the Town has the necessary computer memory capacity.

17.6 Any employee with two (2) years or more of service, who is laid off for any reason other than cause, as defined in Article 9, shall receive severance pay as outlined below:

Two years through nine years      Ten working days

Ten years or more                      Fifteen working days

**ARTICLE XVIII**  
**SAFETY AND HEALTH**

- 18.1 The Public Employer and the Union agree that they will conform to and comply with laws as to safety, health, sanitation and working conditions properly required by Federal, State and local laws. The Public Employer and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. To further this cooperation, the Union recognizes the Town has a Safety Committee and the Union has a desire to have input to this committee. To that end, the Union and Town agree to allow the Union or its members to bring items to the attention of the committee, either verbally or in writing.
- 18.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury and occupational hazards shall be provided by the Public Employer. Such devices and equipment may be improved from time to time by the Public Employer upon recommendations from the Public Employer's in-house safety representatives. Such protective devices, apparel and equipment, when provided, must be used and the Union agrees that willful neglect and failure by an employee to obey safety regulations and to utilize safety devices shall be cause for disciplinary action.
- 18.3 If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished by the employer and the cost of maintaining the protective clothing in proper working condition shall be paid by the employer. Uniforms, where furnished, shall be worn while on the job only.
- 18.4 The Public Employer agrees to pay up to \$75.00 towards the cost of replacing or repairing an employee's prescription eyeglasses excluding contact lenses, broken or damaged during the performance of his assigned duties, provided that such breakage or damage did not result from normal wear and tear, carelessness, negligence, or misuse on the part of the employee, or his failure to use proper eye protective equipment where provided by the Public Employer. To qualify for coverage provided by this section, the employee must report the circumstances of such breakage or damage to the Department Head on the date of occurrence, who will forward same to the Town Manager. The Town Manager has the right to approve or disapprove payment under this section, based on the evidence provided by the employee and the Department Head.
- 18.5 The Public Employer agrees to pay all costs for any employee that is required to attend a course of instruction, including time off in the nature of his present job or any future position that is established which demands that instruction be acquired.
- 18.6 Any bargaining unit employee who is operating a Town vehicle and is involved in an accident shall attend a defensive driving course. If there is a

cost for such attendance, it shall be paid for by the employee if the employee is at fault. The employee will attend without loss of pay.

**ARTICLE XIX**  
**BULLETIN BOARDS**

19.1 The Town shall provide the Union with a Bulletin Board standard in size, in each department.

19.2 The Union agrees that it shall use space on the Bulletin Board provided for in Section 19.1, for the posting of the following:

Notice of Union Meetings  
Intra - Union Elections of Officers (not including representation elections)  
Reports of Union Committees  
Rulings and Policies of the Union  
Recreational & Social Affairs of the Union  
Notices of meetings by Public Bodies  
Notices of ratification meetings.

In no event shall the Bulletin Board be used to post political material or controversial material which adversely reflects upon the Town, its independent agencies, its employees, elected officials, or any labor organization among its employees.

19.3 Copies of all materials or notices posted shall be submitted in writing to the Department Head before it can be posted on the Bulletin Board. All material or notices must bear the signature of the Business Manager and said signature must be dated.

19.4 Failure of the Business Manager to follow the procedure for the proper posting of material and notices on the Bulletin Board may result in the material or notices being removed from the Bulletin Board by the Town, and suspension of all Bulletin Board privileges.

## ARTICLE XX

### JURY AND WITNESS DUTY

- 20.1 Any employee in the bargaining unit who is summoned to perform jury service during his normal working hours in any court (City, Federal or County) shall be granted leave with pay for the time he is absent from work as a result of fulfilling his jury duty obligation. The employee summoned as a juror shall attach a copy of this summons to the Leave of Absence Request. An employee who is released from jury duty prior to four (4) hours from his normal end of the workday, shall be required to report to his work site within one and one-half (1-1/2) hours after his release and any money or fees will be signed over to the Town, excluding mileage.
- 20.2 An employee subpoenaed as a witness, including personal litigation, shall be granted leave without pay to appear and testify pursuant to the subpoena. If the employee is released from the subpoena prior to the expiration of four (4) hours from his normal starting time for that work day, he shall be required to report to his work site within one and one-half (1-1/2) hours after his release from such subpoena.
- 20.3 Any court proceeding of a personal nature will not be subject to this Article.

## **ARTICLE XXI**

### **TIME OFF FOR VOTING**

21.1

On any election day, an employee who is registered to vote and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it shall be considered sufficient time for voting.

## **ARTICLE XXII**

### **MILITARY LEAVE**

- 22.1 Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, up to two (2) weeks with pay. Employees requesting leave for this purpose are required to notify their Department Head as soon as possible and to provide an official set of orders that sets forth the dates of such duty.

## **ARTICLE XXIII**

### **PERSONNEL RECORDS**

- 23.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The employee shall have the right to make duplicate copies, at his own expense, of any item contained in his official personnel file.
- 23.2 As set forth in Article 9, employees shall have the right to file a written response to any letter of reprimand or other document which is placed in the employee's official personnel file, as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the letter or reprimand or other document against which it is directed.

## **ARTICLE XXIV**

### **FAMILY AND MEDICAL LEAVE**

24.1 Benefits such as seniority, sick leave or vacation leave, do not accrue during unpaid Family and Medical Leave Act leave. Benefits accrued at the time leave began are available upon return from leave.

Employees shall be required to substitute paid leave which the employee has accrued under this Agreement for qualified Family and Medical Leave Act leave.

24.2 The Town's Family and Medical Leave Policy shall apply to bargaining unit employees.

## **ARTICLE XXV**

### **COMPLIANCE WITH FEDERAL AND STATE LAWS**

- 25.1 Nothing in this agreement shall prevent the Town from complying with federal and state laws. For example, the Town shall have the right to take whatever steps necessary to accommodate a qualified applicant or bargaining unit employee with a disability, including, but not limited to, job restructuring by reallocation or redistributing job functions, altering when and how essential job functions are performed, establishing policies or reassigning the individual to a vacant position, regardless or any other provision of this Agreement.

## **ARTICLE XXVI**

### **BEREAVEMENT LEAVE**

- 26.1 All non-probationary employees may be granted time off with pay to arrange and/or attend funeral services in the event of death(s) in the immediate family. Such time off shall not exceed four (4) work days when the funeral is conducted within a radius exceeding 100 miles of the Town of Orange Park's Town Hall, or two (2) work days when the funeral is conducted within a 100 mile radius of the Town of Orange Park's Town Hall, and shall not be charged as annual leave, sick leave, or a holiday. Requests for time off shall be submitted in writing to the employee's Department Head or his designee.
- 26.2 The employee's immediate family is defined as the employee's spouse, children, mother, father, aunt, uncle, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, step-parent, step-children or grandchildren.
- 26.3 Management shall, require the employee to verify the employee's relationship to the deceased and to provide proof of death before the employee will be entitled to paid bereavement leave.
- 26.4 Employees covered by this Agreement may be granted up to four (4) hours funeral leave, without loss of pay, to either attend or serve as an active pallbearer at the funeral of a co-worker, provided the release of the employee does not seriously interfere with the operation of the Public Employer.
- 26.5 If the employee requires additional time to attend to matters related to the death of a member of the employee's immediate family, the Employer may permit the employee to use a reasonable period of vacation leave time.

## **ARTICLE XXVII**

### **UNION TIME POOL**

- 27.1 All members of the bargaining unit who are not on probation as new employees may contribute 4 or more hours per year (either from personal leave hours, or compensatory time banks) to the union time pool. Provided that the maximum number of hours which may be accumulated in the pool under this Article is 240 hours.
- 27.2 This leave will be computed and placed in a bank on the 1st of October each year.
- 27.3 The Town Manager shall have the discretion to grant or deny use of pool time.
- 27.4 Union time pool hours not expended during the previous year will be compounded onto the new bank of hours beginning October 1 of each year, provided the maximum accumulation set forth in Section 27.1 is not exceeded.
- 27.5 The Town shall have the right to review this Article each year and to eliminate union time pool if it becomes an excessive administrative burden to the Town.

## **ARTICLE XXVIII**

### **SEVERABILITY**

- 28.1 If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such findings shall not affect the remainder of this agreement, and all other terms and provisions shall continue in full force and effect. Upon any such judicial determination the Public Employer and Local 630 will promptly negotiate and endeavor to reach an agreement upon a substitute for the provision or provisions found to be invalid.

**ARTICLE XXIV**

**SAVING CLAUSE**

- 29.1 The Public Employer and the Union retain all rights, powers and functions they had prior to the signing of this contract, except as such rights are specifically relinquished or abridged in this contract. The Union agrees that it will abide by all the laws and ordinances of the Town of Orange Park, the State of Florida and the United States of America.

## **ARTICLE XXX**

### **ENTIRE AGREEMENT**

30.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Public Employer and the Union, for the duration of this Agreement, as provided in Chapter 447, Florida Statutes, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This Article shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

## **ARTICLE XXXI**

### **DURATION**

- 31.1 This Agreement shall be effective as of the 1<sup>st</sup> day of October, 2010, and shall remain in full force and effect until midnight on the 30<sup>th</sup> day of September, 2013. Article XIV (Wages) may be reopened in 2011 and 2012 by giving the other party written notice to that effect. Such notice must be received by the other party not less than ninety (90) days nor more than one hundred-thirty (130) days prior to October of each year. Except as otherwise provided in this Agreement, any other Article may be reopened in 2011 or 2012 only upon the mutual written agreement of the parties.
- 31.2 Section 17.3 as concerns health and hospital insurance coverage, shall be subject to reopener by either party.
- 31.3 Article XIII, entitled Hours of Work & Overtime Payment, shall be subject to reopener by either party in the event that the Federal Fair Labor Standards Act of 1938 is amended with respect to overtime payment to public employees or the provisions of this Agreement concerning overtime payment should otherwise become inconsistent with federal law or regulation.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have set their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FOR THE UNION**

\_\_\_\_\_  
Andy Bemis  
Business Manager

**FOR THE TOWN OF ORANGE PARK**

\_\_\_\_\_  
The Honorable Sarah Campbell  
Interim Town Manager

\_\_\_\_\_  
The Honorable Bob Standifer  
Mayor

## APPENDIX A

### TOWN OF ORANGE PARK CLASSIFICATION PLAN

#### TITLE

Building & Grounds Worker

Equipment Operator I

Equipment Operator II

Laborer

Maintenance Man I

Maintenance Man II

Maintenance Mechanic I

Maintenance Mechanic II

Master Vehicle Mechanic

Meter Reader Trainee

Meter Reader

Recycling Worker

Refuse Collector

Refuse Collector Driver/Crew Leader

Vehicle Mechanic I

Vehicle Mechanic II

Backflow Prevention Specialist

Water and Wastewater Systems Operator Trainee

Water and Wastewater Systems Operator I (C)

Water and Wastewater Systems Operator II (CC)

Water and Wastewater Systems Operator III (B)

Water and Wastewater Systems Operator IV (B & C)

Welder

**APPENDIX B**  
**TOWN OF ORANGE PARK PAY PLAN**  
**OCTOBER 1, 2010**

[Insert 2008-2009 Pay Plan]

**APPENDIX C**  
**TOWN OF ORANGE PARK SUBSTANCE ABUSE POLICY**  
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## **I. INTRODUCTION**

The Town of Orange Park acknowledges the problem of substance abuse in our society. It is a serious and pervasive problem that threatens the health and safety of our employees, our community and our government.

Unlike many other debilitating and life threatening afflictions, drug abuse usually begins voluntarily. Drug abuse, while directly impacting the individual, has a harmful influence on the individual's family, friends, co-workers, employer and the community. In addition to the emotional costs, drug abuse can affect employee safety and robs government of time and productivity. For these reasons, we are introducing a new drug abuse policy to help ensure you will have a workplace free from drugs.

This policy is designated to provide you with information to understand and recognize drug abuse. We believe this is the first step toward eliminating such abuse. By fighting substance abuse and enlisting your assistance here and at home we believe we can effectively prevent any problem in our Town.

We recognize the valuable role of prescription drugs when taken under the direction of a physician and administered responsibly. However, the Town of Orange Park also recognizes the potential problem posed by irresponsible use. The abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances. The Town of Orange Park appreciates the service and loyalty of our employees. We believe this program demonstrates a balance between our respect for individual privacy with our need to keep a safe, productive, drug-free work environment.

## **II. PURPOSE**

In an effort to meet its commitment to employee safety and to eliminate future substance abuse related costs from its operations, the Town of Orange Park has established a policy to test employees for drugs (including alcohol) and to encourage and aid the Town's employees in overcoming drug dependency problems. The Town of Orange Park is committed to a drug-free work place and a drug-free work force. The Town's Policy is not directed at employee conduct off the job, unless that conduct affects on-duty performance. As a condition of employment, all employees are required to fully comply with the provisions of the Town's Substance Abuse Policy. All employees shall receive and be asked to read the Town's Policy with regard to alcohol and drug usage and sign a statement indicating their understanding of the Policy.

The Town of Orange Park's Substance Abuse Policy fully comports with Chapter 440, Florida Statutes as well as the Workers' Compensation Drug Testing Rules enacted by the Department of Labor and Employment Security, Division of Worker's Compensation, for the State of Florida (hereinafter referred to as the "Division"). This policy is also designed to comply with the Federal Highway Administration (DOT) Controlled Substances and Alcohol Use and Testing Rules. Questions concerning the application or interpretation of the Policy should be directed to the Personnel Manager.

### III. RULES OF CONDUCT

The Town of Orange Park strictly prohibits its employees from being on duty and possessing, using, distributing or being under the influence of alcohol, marijuana or any drug not prescribed for the employee. Further, the Town of Orange Park prohibits its employees from misusing alcohol or possessing, using or distributing drugs off the job to the extent that any off-duty possession, use or distribution impacts upon their effectiveness and ability to perform their employment duties, or adversely affects the interests of the Town of Orange Park.

The penalty for violation of the Town of Orange Park's Substance Abuse Policy may result in termination of employment or some other form of discipline which the Town, in its discretion, deems appropriate, and loss of workers' compensation benefits.

#### General Prohibitions On Alcohol and Other Controlled Substances Use Applicable to Commercial Drivers

A. Controlled Substances or Drugs. No commercial driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. Furthermore, no driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

B. Alcohol. No commercial driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. No driver shall use alcohol while performing safety-sensitive functions or within four (4) hours after using alcohol. Finally, no driver required to take a post-accident alcohol test as described in this Policy shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.

C. Refusal to Submit. No commercial driver shall refuse to submit to a post-accident alcohol or controlled substance test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substance test.

### IV. DEFINITIONS

For the purpose of construing the Town of Orange Park's Substance Abuse Policy, the following definitions apply:

1. "Accident" means self injury, unexplained damage to equipment or property, or an accident involving a commercial motor vehicle that results in the loss of human life, or that results in the receipt of a citation under State or local law for a moving traffic violation arising from the accident.
2. "Alcohol" means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture or preparation containing ethyl alcohol.
3. "Chain-Of-Custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial

collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing and reporting of test results.

4. "Collection Site" means a place where individuals present themselves for the purpose of providing a specimen to be analyzed for the presence of drugs.
5. "Collection Site Person" means a person provided by an approved laboratory who instructs and assists individuals at a collection site and who receives and makes an initial examination of the specimen provided by those individuals.
6. "Commercial Driver" means any person who operates a commercial motor vehicle and who is required to hold a commercial drivers license. This includes, but is not limited to: full-time, regularly employed drivers; casual, intermediate or occasional drivers; leased drivers; and independent, owner/operator drivers.
7. "Commercial Driver License" or "CDL" means a Class A, Class B, or Class C drivers license issued in accordance with the requirements of Chapter 322, Florida Statutes.
8. "Commercial Motor Vehicle" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
  - a. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
  - b. Has a gross vehicle weight rating of 26,001 or more pounds; or
  - c. Is designed to transport sixteen (16) or more passengers, including the driver; or
  - d. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials regulations.
9. "Confirmation Test," "Confirmed Test," or "Confirmed Drug Test" means 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. The confirmation test for alcohol will be gas chromatography and the confirmation test for all other drugs will be gas chromatography/mass spectrometry.
10. "Controlled Substance" is synonymous with the term "Drug" as defined herein.
11. "Division" means the Division of Workers' Compensation of the Department of Labor and Employment Security of the State of Florida.
12. "Drug" means alcohol, including a distilled spirit, wine, a malt beverage or an intoxicating liquor; an amphetamine; a cannabinoid; 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 substance listed herein.

13. "Drug Test", "Substance Abuse Test", "Drug Screen", or "Test" means any chemical, biological or physical instrumental analysis in conformity with this policy, administered for the purpose of determining the presence or absence of a drug or its metabolites.  
  
The Town will test for cocaine (including crack), amphetamines (including biphphetamine, desoxyn, dexedrine), opiates (including paregoric, parepetolin), phencyclidine (PCP), and cannabinoids (including marijuana, hashish) or their metabolites during all testing. In addition, the Town will test for alcohol during reasonable suspicion, and post-accident testing. The Town may test for any other drug when it is necessary, or when required by state and federal laws.
14. "Employee" means a person who works for salary, wages, and other remuneration for the Town of Orange Park.
15. "Employer" refers to the Town of Orange Park, an entity that employs individuals in Florida and is covered by the Florida Workers' Compensation Act.
16. "GC" means gas chromatography. "GC/MS" means gas chromatography/mass spectrometry.
17. "Initial Drug Test" means a sensitive, rapid and reliable procedure to identify negative and presumptive positive specimens. All initial tests for drugs other than alcohol shall use an immunoassay, the initial test for alcohol shall be an enzyme oxidation methodology.
18. "Job Applicant" means a person who has been offered a safety-sensitive position with the Town of Orange Park, conditioned upon his passing a Substance Abuse test.
19. "Laboratory" means a facility, inside or outside the State of Florida, certified by the United States Department of Health and Human Services or licensed and approved by the Agency for Health Care Administration to analyze specimens for the detection of drugs.
20. "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 bio-medical information.
21. "Nonprescription Controlled Substance" means amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs obtained without a prescription.

22. "Nonprescription Medication" means a medication that is authorized pursuant to state or federal law for general distribution and use without a prescription in the treatment of human disease, ailments or injuries.
23. "Prescription Medication" means a drug or medication obtained pursuant to a prescription as defined by Florida Statutes.
24. "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 a report of drug use, provided by a reliable and credible source, or information that an employee has been involved in an accident while at work.
25. "Reason To Suspect" means an articulable belief that an employee possesses or uses drugs or alcohol at the workplace, is intoxicated or impaired by drugs (including alcohol), based on specific and particularized facts and reasonable inferences drawn from those facts in light of experience.
26. "Refuse to Submit" to a drug or alcohol test means that an employee: (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of this Policy; (2) fails to provide adequate urine for alcohol and controlled substances testing without a valid medical explanation after he or she has received notice of this policy; or (3) engages in conduct that clearly obstructs the testing process.
27. "Safety-Sensitive Function" means a position in which a drug or alcohol impairment constitutes an immediate and direct threat to public health or safety and any of the on-duty functions set forth in 49 CFR Section 382.107 and Section 440.102 (1) (o), Florida Statutes.
28. "Specimen" means a blood or urine sample of the human body capable of revealing the presence of drugs (including alcohol) or their metabolites.
29. "Threshold Detection Level" means the level at which the presence of a drug (including alcohol) can be reasonably expected to be detected by an initial and a confirmatory test performed by a laboratory that meets standards established herein. The threshold detection level indicates the level at which a valued conclusion can be drawn that the drug or alcohol is present in the employee's sample.

## **V. NOTICE OF IMPLEMENTATION OF THE TOWN OF ORANGE PARK'S SUBSTANCE ABUSE POLICY**

The implementation of the Substance Abuse Policy, contained within the confines of this document, constitutes general notice to all employees of the Town of Orange Park that each individual is required, as a condition of their continued employment with the Town, to fully comply with the provisions of the Substance Abuse Policy, and to fully cooperate with the implementation and enforcement of the Policy, including execution of the necessary authorization form.

The implementation of this Policy further constitutes general notice that all employees of the Town of Orange Park may be required to submit to drug (including alcohol) testing without further notice, any time after July 14, 1992.

A copy of this Policy is posted on the bulletin board and copies will be made available upon request at the personnel office.

## **VI. TYPES OF TESTING**

The Town of Orange Park reserves the right to conduct the following types of drug testing:

- A. Job Applicant Substance Abuse Testing;
- B. Current Employee Substance Abuse Testing;
  - 1. Routine Fitness-For-Duty Testing;
  - 2. Reasonable Suspicion Testing;
  - 3. Post-Accident Testing;
  - 4. Random Testing of employees in safety-sensitive positions; and,
  - 5. Follow-Up Testing.

Both job applicant and current employee testing procedures shall provide for a second, confirmation test of the remaining portion of an applicant/employee's initially tested specimen in the event that the results of that individual's initial substance abuse test registers a positive result. The confirmation test shall be based upon a different scientific principle than that of the initial test. The Town of Orange Park shall require that a confirmation test be conducted upon all specimens registering a positive result prior to initiating any course of disciplinary action against the specimen provider relating to the results of said same initial screening test.

The scope and description of each particular category of testing that the Town of Orange Park's Substance Abuse Policy encompasses is elicited in further detail below;

A. Job Applicant Testing. The Town of Orange Park requires all individuals employed by the Town to be free of alcohol and drugs. All applicants who are extended a conditional offer of employment, in safety-sensitive positions only, will be required to submit to a drug and alcohol screen. A job applicant's refusal to submit to a pre-employment drug test shall constitute a basis for the Town of Orange Park's refusal to hire that individual. Prospective employment candidates will be provided notice of the test and assurance that highly reliable testing procedures will be used. Prior to and after testing, applicants are given an opportunity to confidentially report to a Medical Review Officer the use of any prescription or nonprescription medicines which may alter their test results by filling out a form. Additionally, applicants may consult with a Medical Review Officer for any further technical information regarding such medications. No commercial driver shall perform safety-sensitive functions unless the driver has received a controlled substances test result indicating a verified negative test result and an alcohol test result of less than 0.04. If a job applicant's alcohol test result indicates an alcohol content of 0.02 or greater but less than 0.04, the applicant will not be allowed to perform safety-sensitive functions for a period of not less than twenty-four (24) hours following administration of the test.

All job applicants' prospects of employment with Town of Orange Park will be conditioned upon their being qualified for work and any individual who tests positive for controlled substances will not be considered qualified for employment with the Town of Orange Park.

The results of the laboratory test shall be restricted to whether or not the applicant's specimen tested positive for controlled substances, the particular drug involved and the amount found within the specimen tested.

B. Current Employee Testing. In addition to requiring prospective employment candidates to submit to substance abuse screening, the Town of Orange Park will utilize the following categories of employment related testing for its employees:

1. Routine Fitness-For-Duty Testing. The Town of Orange Park may require all of its employees to submit to drug testing which is conducted as part of a routinely scheduled employee fitness-for-duty medical examination where the testing is determined to be job-related and consistent with business necessity.

2. Reasonable Suspicion Testing. The Town of Orange Park shall require an employee to submit to a drug screening whenever there is reasonable suspicion to believe that an employee is under the influence of, or otherwise using a controlled substance. Reasonable suspicion requires an articulable belief by management that an employee possesses or uses controlled substances at the workplace and is either intoxicated or impaired by such substances.

The standard for reasonable suspicion testing does not require an overwhelming burden of proof. Where supervisors can reasonably conclude that there are objective facts indicative of the use of a prohibited substance, there is sufficient justification for testing. 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 of 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 employment with the current employer.
- (5) Information that an employee has caused, contributed to, or been involved in an accident while at work.
- (6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

The Town shall promptly document the circumstances which formed the basis for the reasonable suspicion.

The Town has the right to search lockers, handbags, lunch boxes, other containers, or other

personal effects of employees at any time provided the Town has reasonable suspicion to believe that an employee possesses or is under the influence of drugs. An employee's refusal to cooperate with a search may be treated as serious insubordination that warrants immediate discipline including discharge.

If the employee is a commercial driver, special rules apply with regard to reasonable suspicion testing. The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or Town official who is trained in such observations as provided for both herein and in relevant Department of Transportation regulations. A determination of reasonable suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances.

The person who makes the determination that reasonable suspicion exists to conduct an alcohol test, shall not conduct the alcohol test of the employee. With respect to alcohol testing of employees holding commercial drivers' licenses, the observations required under this section must be made during, just preceding, or just after the period of the work day that the employee is required to be in compliance with this policy. An employee holding a commercial drivers license may be required to undergo reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee is to perform safety-sensitive functions. The Town of Orange Park shall make all reasonable effort to administer an alcohol test to employees holding a commercial drivers license within two (2) hours following the determination of reasonable suspicion, and in no event will an alcohol test under this section be conducted beyond eight (8) hours of the determination of the reasonable suspicion. If the alcohol test is not administered within two (2) hours of the above determination, a record stating why the alcohol test was not administered within this time frame must be prepared and maintained. With respect to controlled substances reasonable suspicion testing of commercial drivers license holders, a written record shall be made of the observations leading to the test, signed by the supervisor or Town official who made the observations, within 24 hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier.

3. Post-Accident Testing. The Town of Orange Park shall automatically require substance abuse testing for any employee injured while on-duty, whether on or off the Town premises, unless the employee's performance can be thoroughly eliminated as a cause or contributing factor in the accident.

Post-accident testing is essentially similar to reasonable suspicion testing in that, absent a valid explanation for the accident, testing shall be required. However, due to the fact that the Town of Orange Park's concern for its workforce is paramount, it may be necessary to administer the appropriate medical treatment prior to obtaining specimens for testing. If the required specimens can be obtained at a medical treatment facility which is not a designated collection site, a physician, physician's assistant, registered nurse, nurse practitioner, licensed practical nurse, certified paramedic or licensed collection site person may collect the specimens. If such an individual is not present, the injured employee, as soon as is medically permissible, shall be transported to a designated collection site to produce the required specimens.

If an employee possessing a CDL has a vehicular accident while operating a commercial vehicle, that employee must be tested for alcohol and controlled substances, as soon as is practicable, if the accident results in the loss of human life, or if the driver receives a citation under state or local law for a moving traffic violation arising from the accident. The Town of Orange Park shall make all reasonable effort to administer an alcohol test to employees holding a commercial

drivers license within two (2) hours following the determination of reasonable suspicion, and in no event will an alcohol test under this section be conducted beyond eight (8) hours of the determination of the reasonable suspicion. If the alcohol test is not administered within two (2) hours of the above determination, a record stating why the alcohol test was not administered within this time frame must be prepared and maintained. Additionally, in no event will a controlled substances test under this section be administered more than thirty-two (32) hours following an accident. If a controlled substance test is not administered within thirty-two (32) hours following an accident, a record stating why the controlled substance test was not administered within this time frame will be prepared and maintained. All drivers who are subject to post-accident drug testing shall remain readily available for such testing unless medically unable to do so. However, this shall not be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit the driver from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

4. Random Testing. The Town of Orange Park reserves the right to conduct random substance abuse testing upon any or all of its employee workforce engaged in safety-sensitive positions at any time without prior notice.

Town of Orange Park employees who hold commercial drivers licenses shall be subject to random alcohol testing to the extent that a minimum of fifty (50) percent of the average number of commercial driver positions covered by this policy will be tested on an annual basis. The minimum annual percentage rate for random controlled substance testing shall be fifty (50) percent of the average numbers of commercial drivers covered by this policy. An employee possessing a CDL shall only be tested for alcohol while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee is to perform safety-sensitive functions, whereas random drug testing on employees holding CDL's can be performed at any time. The selection of employees with commercial drivers licenses for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table of a computer-based random number generator that is matched with employees' social security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each such employee possessing a CDL shall have an equal chance of being tested each time selections are made. Each driver who is notified of selection for random alcohol and/or controlled substances testing must proceed to the test site immediately or, if performing a safety-sensitive function at the time of notification, the driver shall safely cease from such function and proceed to the testing site as soon as possible.

5. Return-to-Duty Testing. Any covered employee who has engaged in conduct prohibited by this Policy, and who has not been terminated from employment as provided herein, shall, before returning to duty, undergo a return-to-duty controlled substance test. For employees holding commercial driver licenses, the results for any return-to-duty alcohol test must be less than 0.02 for the employee to resume employment, and the results of any return-to-duty controlled substance test must be negative in order to resume employment.

6. Follow-Up Testing. If the Town of Orange Park, at its sole discretion, determines that an employee who has submitted confirmed test results which register positive for content of one or more controlled substances, should not be terminated, the employee may be granted a one (1) time leave of absence without pay and be required to enroll in and successfully complete a drug and/or alcohol rehabilitation program at his own expense as a condition of his returning to work.

Should the Town of Orange Park elect such an option and should the employee successfully complete a rehabilitation program, the employee, upon returning to work (if a position is available), shall be subject to follow-up substance abuse screens on either a quarterly, semi-annual, annual, or random basis for a period of two (2) years following the employee's completion of his rehabilitation program. Follow up testing under this section must be conducted at least once a year for the two (2) year period after completion of the program. Should the Town of Orange Park elect such an option and should an employee who holds a commercial drivers license successfully complete a rehabilitation program, the employee, upon returning to work (if a position is available), shall be initially subject to return-to-duty testing as provided above, and shall thereafter be subject to unannounced follow-up testing for alcohol and/or controlled substances as deemed appropriate provided that no less than six (6) follow-up tests must be conducted upon this employee within the first twelve (12) months following the employee's return to duty. Before being allowed to return to work, this employee must be evaluated by a substance abuse professional to determine if the employee has properly adhered to and completed a rehabilitation program. The cost of this evaluation shall be borne by the employee. Follow-up testing may be continued for a period of up to sixty (60) months from the date of the employee's return to duty. Follow-up alcohol testing shall be conducted for commercial drivers only when the driver is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased to perform safety-sensitive functions.

Any commercial driver who has engaged in a violation of this Substance Abuse Policy and who has not been terminated from employment as provided herein, shall, before returning to duties involving safety-sensitive functions, undergo a return-to-duty controlled substance or alcohol test. IF the violation if this policy involved alcohol, no driver shall return to duties involving safety-sensitive functions, unless the driver undergoes a return-to-duty alcohol test yielding a result indicating an alcohol concentration of less than 0.02. IF the violation if this policy involved controlled substances, no driver shall return to duties involving safety-sensitive functions unless the driver undergoes a return-to-duty controlled substances test yielding a verified negative result for controlled substances use.

During such time as an individual is enrolled in a rehabilitation program, the Town of Orange Park shall attempt to maintain a position for that employee upon his/her successful completion of the program. However, the Town of Orange Park in no way guarantees that any employee, upon returning from the successful completion of a drug/alcohol rehabilitation program, shall have any employment position provided to him/her. Moreover, in the event that an employment position is available, the Town of Orange Park does not guarantee that such a position will be the same or equal position which the employee previously held or that the rate of pay for that position will be equal to that previously received prior to employee's suspension and enrollment in a rehabilitation program.

## **VII. CONSEQUENCES OF AN EMPLOYEE'S REFUSAL TO SUBMIT TO THE TOWN OF ORANGE PARK'S SUBSTANCE ABUSE POLICY**

Any injured employee who refuses to submit to testing under this Policy automatically forfeits any medical and indemnity benefits he would otherwise be eligible for under Florida's Workers' Compensation Statute. Additionally, any employee, whether injured or uninjured, who refuses to submit to the Town's Substance Abuse Policy may be either discharged or otherwise disciplined by the Town of Orange Park. Individuals who refuse to submit to testing procedures shall be asked to sign a Refusal to Submit Blood/Urine Form.

## **VIII. PENALTIES FOR AN EMPLOYEE'S POSITIVE CONFIRMED TEST RESULT**

As stated above, the Town of Orange Park reserves the right, at its sole discretion, to either discharge or otherwise discipline the employee who submits confirmed positive test results. In addition, employees found to have engaged in conduct in violation of this policy will be removed immediately from the performance of all safety-sensitive functions, and will in no event be allowed to resume the performance of safety-sensitive functions unless and/or until the employee has successfully undergone return-to-duty and follow-up testing as provided herein. A commercial driver whose alcohol test result indicates an alcohol concentration of 0.02 or greater but less than 0.04 will not be allowed to perform safety-sensitive functions for a period of not less than twenty-four (24) hours following administration of the test. Notwithstanding the Town of Orange Park's right to exercise discretion, any employee who submits a specimen registering a confirmed positive test result should assume that this employment shall be terminated unless otherwise notified by the Town of Orange Park. Further, such an impaired employee forfeits his eligibility for medical and indemnity benefits under the Workers' Compensation Act.

## **IX. SPECIMEN COLLECTION AND LABORATORY PROCEDURES**

The Town of Orange Park is committed to following strict specimen collection and laboratory testing procedures to ensure the quality, integrity and authenticity of the specimen. Employees and job applicants have a right to consult a Medical Review Officer for technical information regarding prescription and non-prescription medication. Further, employees and job applicants will be allowed to confidentially report the use of prescription or non-prescription medications to a Medical Review Officer before and after being tested on forms to be provided.

Collection site security and specimen collection are unequivocally the responsibility of the collection site and its personnel. The Town of Orange Park assumes no responsibility for specimen collection or transmittal errors incurred by either the collection site, the laboratory or their respective staffs. The Town of Orange Park will pay the cost of initial and confirmation substance abuse screening it requires from either its applicants or employees. However, all costs of additional, non-required testing and testing incurred during a rehabilitation period or program shall be borne by the employee.

## **X. COMMON MEDICATIONS WHICH MAY ALTER OR AFFECT A DRUG TEST**

The following list includes the most common medications, by brand name or common name, as well as by chemical name, which may alter or affect a drug test.

ALCOHOL: All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contac Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex.

COCAINE: Cocaine HCl topical solution (Roxanne).

PHENCYCLIDINE: Not legal by prescription.

METHAQUALONE: Not legal by prescription.

OPIATES: Paregoric, Parepetolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirins with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulphate), Percodan, Vicodin, etc.

BARBITURATES: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phenilin, Triad, etc.

BENZODIAZEPINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax.

METHADONE: Dolophine, Methadose.

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

## **XI. CHALLENGES TO TEST RESULTS**

Within five (5) working days after receiving notice of a positive confirmed test result, the employee or applicant may contest or explain the result to a Medical Review Officer. If the explanation or challenge of the positive test results is unsatisfactory to the Medical Review Officer, the Medical Review Officer shall report a positive test result back to the Town of Orange Park.

Within five (5) working days after receipt of a positive confirmed test from the Medical Review Officer, the Town of Orange Park will inform the 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. Within five (5) working days after receiving notice of a positive confirmed test result, the employee or applicant may submit information to the Town of Orange Park explaining or contesting the test result, and explaining why the result does not constitute a violation of the Town of Orange Park's Policy. If an employee's or job applicant's explanation or challenge of the test result is unsatisfactory to the Town of Orange Park within fifteen (15) calendar days of receipt of the explanation or challenge, a written explanation as to why the employee's explanation is unsatisfactory, along with the report of positive results, will be provided to the employee or applicant. All such documentation will be kept confidential by the Town of Orange Park.

If an employee was tested as a result of an on-the-job injury, that employee may undertake an administrative challenge to a positive test result by filing a claim for benefits with a Judge of Compensation Claims. If no workplace injury has occurred, the individual must challenge the test result in a court of competent jurisdiction. The doctrine of election of remedies shall apply to challenges filed pursuant to this Policy. Should an employee elect to pursue an alternative remedy available to him, including the filing of a grievance, appeal or proceeding pursuant to the collective bargaining agreement, or to any other administrative proceeding allowed by law, the filing of any such grievance, appeal or proceeding shall operate as a waiver of the employee's rights to file a grievance, appeal or proceeding and avail himself of the proceedings available under this Policy. Should an appeal, grievance, or proceeding be filed pursuant to an alternative remedy, before or after proceedings under this Policy have been completed, the filing of any such appeal, grievance, or proceeding shall be considered a nullity and be terminated. When an employee or applicant undertakes a challenge to the results of a test it shall be the employee's or applicant's responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case is resolved. Applicants and employees are responsible for notifying the laboratory of any administrative or civil actions brought pursuant to the Workers' Compensation Act. An employee covered by a collective

bargaining agreement may appeal any disciplinary action enforced pursuant to this policy to the Public Employees Relations Commissions.

If a commercial driver who is tested for drugs under this policy is notified of a confirmed positive drug test result, he or she shall have seventy-two (72) hours in which to request a split specimen test. If the employee makes a timely request, the MRO shall, in writing, direct the laboratory to provide the split specimen to another certified laboratory for analysis. The cost of this additional laboratory analysis will be borne by the employee. If the analysis of the split specimen fails to reconfirm the presence of the drugs or drug metabolites found in the primary specimen, the MRO shall cancel the test and report the cancellation and the reasons for it to the Department of Transportation, the Town of Orange Park, and to the employee. The employee may not request a reanalysis of the primary specimen.

## **XII. CONFIDENTIALITY/EMPLOYEE SAFEGUARDS**

All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the Town of Orange Park through the Substance Abuse Policy shall be treated in a confidential manner, unless otherwise required by Florida Law.

The Town of Orange Park, any collection sites, laboratories, drug and alcohol rehabilitation programs, and their agents who receive or have access to information concerning drug test results shall keep all information confidential, unless otherwise required by Florida law.

## **XIII. THE TOWN OF ORANGE PARK'S COMMITMENT TO EDUCATING ITS WORKFORCE REGARDING SUBSTANCE ABUSE**

The Town of Orange Park believes that education and understanding can be powerful weapons in the fight against drugs. Employees armed with knowledge are better prepared to resist substance abuse and intervene when necessary. As such, the Town of Orange Park maintains a current resource file of providers of employee assistance including alcohol and drug abuse programs, mental health providers, and various other persons, entities or organizations designed to assist employees with personal and behavioral problems including, but not limited to those referenced in the "Florida Comprehensive Directory, Drug Abuse and Mental Services," published by the Department of Health and Rehabilitative Services. Further, the Town of Orange Park will provide an annual education course to help employees identify the signs of personal and emotional problems brought on by substance abuse. This course will include a presentation of the legal, social, physical and emotional consequences of the misuse of alcohol and drugs.

The following list contains a sampling of the names, addresses, and telephone numbers of providers of assistance programs and local alcohol and drug rehabilitation programs available in our community:

Gateway Community Services  
55 Stockton Street  
Jacksonville, FL 32204  
Phone No. 387-4661

River Regional Human Services  
330 W. State Street  
Jacksonville, FL 32202  
Phone No. 359-6571

Community Rehabilitation Center  
7240 Lem Turner Road  
Jacksonville, FL 32209  
Phone No. 766-7799

The Town Manager has been designated as the Town official responsible for providing information and answering any questions concerning this Policy.

**CERTIFICATE OF AUTHORIZATION**

I, \_\_\_\_\_, hereby give my voluntary consent for the Town of Orange Park, the clinic or laboratory of their choice, and other persons or entities acting for or with them, to collect urine and/or blood samples from me and to test for the presence of alcohol, illegal drugs, and controlled substances. I further authorize the release of the results of this test to authorized representatives of the Town of Orange Park.

\_\_\_\_\_  
(Name of Employee)

\_\_\_\_\_  
(Date)

**CERTIFICATE OF ACKNOWLEDGMENT**

I do hereby certify that I have received, read, understand and agree to comply with the Town of Orange Park's Substance Abuse Policy. I understand that I may be required to submit to a drug and alcohol test. I also understand that failure to comply with a testing request or a positive confirmed result may lead to termination of employment, or some other form of disciplinary measure.

Name (please print)

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

DATE \_\_\_\_\_

(This certificate becomes part of the employee's personnel file.)

## **NOTICE OF DRUG SCREEN**

The Town of Orange Park is a progressive employer concerned with the health and safety of all of its employees, as well as the safety of the general public and the users of the nation's highways. As a result, **IN ORDER TO BE QUALIFIED FOR EMPLOYMENT WITH THE TOWN OF ORANGE PARK, ALL POTENTIAL EMPLOYEES WILL BE REQUIRED TO PASS A DRUG SCREEN.** This drug screen will require the prospective employee to provide a urine sample, which will be tested for the presence of:

1. Alcohol
2. Marijuana
3. Other Controlled Substances, including, but not limited to, cocaine, phencyclidine, amphetamines, barbiturates, opiates, narcotics, hallucinogens, depressants, and stimulants.

A confirmed positive test result, or the refusal to submit to a drug/alcohol screen, will disqualify that person from further consideration for employment with the Town of Orange Park.