

Agreement Between
The Town of Orange Park
And
Coastal Florida
Police Benevolent Association
2013-2016

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	AGREEMENT	1
1	RECOGNITION	2
2	MANAGEMENT RIGHTS	3
3	EQUAL TREATMENT	6
4	CHECK OFF	7
5	UNION ACTIVITIES	9
6	NO STRIKE	10
7	GRIEVANCE PROCEDURE.....	12
8	ARBITRATION	15
9	RULES AND REGULATIONS	18
10	BILL OF RIGHTS.....	19
11	PERSONNEL RECORDS.....	20
12	BULLETIN BOARDS	21
13	VOTING.....	22
14	PROBATIONARY EMPLOYEES	23
15	SENIORITY	24
16	MILEAGE ALLOWANCE	27
17	WORKERS' COMPENSATION	28
18	LIABILITY INSURANCE	30
19	INSURANCE	31
20	TUITION AID	32
21	SALARY INCENTIVE PROGRAM.....	34
22	TRAINING	39

23	TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION	40
24	VACANCIES	41
25	UNIFORMS	43
26	NIGHT PAY	46
27	LONGEVITY PAY	47
28	VACATIONS	48
29	HOLIDAYS	51
30	PENSION PLAN	53
31	LEAVE OF ABSENCE	54
32	MILITARY SERVICE LEAVE	56
33	SICK LEAVE	57
34	BEREAVEMENT LEAVE	62
35	HOURS OF WORK AND OVERTIME	63
36	WAGES	67
37	SEPARABILITY	69
38	CONTRACT CONSTITUTES ENTIRE AGREEMENT OF PARTIES	70
39	FAMILY AND MEDICAL LEAVE	71
40	COMPLIANCE WITH FEDERAL AND STATE LAWS	72
41	CARE AND DAMAGE TO EQUIPMENT OR PROPERTY	73
42	SAFETY	74
43	EMPLOYEE REIMBURSEMENT OF TOWN TRAINING AND EQUIPMENT EXPENSES	75
44	DURATION OF AGREEMENT	76
	APPENDIX I	78
	APPENDIX II	79

AGREEMENT

THIS AGREEMENT, is effective as of the 1st day of October, 2013, by and between THE TOWN OF ORANGE PARK, FLORIDA, hereinafter referred to as the "TOWN" and THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the "UNION."

Article 1

RECOGNITION

The employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and permanent part-time employees of the Orange Park Police Department in the following job classifications: Dispatcher, Police Officer/Investigator, and Sergeant, as required by the Certification of the Public Employees Relations Commission in Case No. RC-82-020, dated August 17, 1982.

Article 2

MANAGEMENT RIGHTS

Section 1 - Reservation of Rights

It is recognized that all management rights, functions, duties, and responsibilities whether hereto or hereafter exercised and regardless of the frequency or infrequency of their exercise, including but not limited to full and exclusive control, direction, and supervision of operations and personnel (including the right to hire, promote, demote, and transfer employees) are vested solely and exclusively in the Employer.

Section 2 - General Understanding

Without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Town shall have the right to:

- (a) Determine the qualifications and characteristics for new employees and new hires.
- (b) Determine the number of employees it shall employ, establish new jobs, abolish or change existing jobs, employees, and working hours.
- (c) Determine the mission of the Police Department and the personnel methods, means, and procedures necessary to most efficiently fulfill that mission.
- (d) Maintain order and efficiency in its operations.
- (e) Determine the type or types of vehicles, materials, and equipment to be used and by whom and when to be used or operated.
- (f) Hire, layoff, recall, assign, transfer, demote, and promote employees.
- (g) Determine the methods by which it shall perform its governmental functions and the terms upon which its services shall be dispensed.

- (h) Determine its financial policy.
- (i) Suspend, discharge or discipline employees for just cause.
- (j) Make rules and regulations governing the operation of its governmental function and the conduct of its employees, which rules and regulations shall be obeyed by the employees.
- (k) Train or re-train employees as appropriate.
- (l) Subcontract all or any part of its operation and, in its sole discretion, determine the time, nature, and extent of any such subcontracting.
- (m) Relocate its operation.
- (n) Establish as many shifts, beginning at such time and for such length of time, as the Employer shall in its discretion deem adequate to meet its requirements.
- (o) Determine the length of the work week.
- (p) Establish time and quality standards within each classification for each work operation.
- (q) Conduct performance evaluations; and determine internal security practices.

Section 3

The Town reserves and retains in full and completely any and all management rights, prerogatives and privileges, except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement, and has no obligation to bargain over the decision to exercise such rights, prerogatives and privileges or the impact of such decision.

Section 4

If, in the sole discretion of the Town, it is determined that emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar circumstances, the provisions of this Agreement may be suspended by the appropriate authority of the Town during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Article 3

EQUAL TREATMENT

Section 1

No employee covered by this Agreement shall be discriminated against because of race, creed, national origin, religion, sex, marital status, age, handicap, association membership or association activity protected by applicable local, state, or federal laws. Any claim of discrimination by an employee against the Town, its officials or representatives shall not be grievable or arbitrable under the provisions of Article 7, Grievance Procedure, or Article 8, Arbitration, but shall be subject to the method or review prescribed by federal or state statute.

Section 2

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

Article 4

CHECK OFF

Section 1

The Town agrees that it will deduct all membership dues and uniform assessments from the wages of the employees who are covered by this Agreement, provided that the Town receives written assignments signed by each employee authorizing such deductions, which assignments shall be in accordance with the law of the State of Florida. Such authorization is revocable at the employee's request upon thirty (30) days written notice to the Town and Union.

Section 2

The Union will initially notify the Town as to the amount of deductions. Such notification will be certified in writing by an authorized officer of the Union. Changes in membership dues or uniform assessments will be similarly certified to the Town at least thirty (30) days in advance of the effective date of such change or assessment.

Deductions under this Article will be made and the sum deducted will be remitted to the Treasurer of the Union on a weekly or biweekly basis, depending upon the pay period utilized by the Town. Provided that no deductions shall be made from the pay of any employee for any payroll period when wages are less than the amount of dues to be checked off.

Section 3

The Union agrees to protect, indemnify, and hold harmless the Employer against any claim of employees on deductions made as a result of the aforesaid assignment. The

Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within seven (7) calendar days after a remittance is received, of its belief with reason(s) stated therefore that the remittance is incorrect.

Section 4

To cover the expense of making the dues deductions provided for in this Article and for transmitting same to the Union, the Union will pay the Town the sum of one hundred and eight dollars (\$108.00) per fiscal year.

Article 5

UNION ACTIVITIES

Section 1

The Town recognizes the right of the Union to designate in writing to the Town Manager and Police Chief one representative and one alternate from the bargaining unit who have completed their probationary period. The authority of the representative and alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- (a) Investigation and presentation of grievances in accordance with the provisions of this Agreement.
- (b) The transmission to the Town of such messages and information, which shall originate with, and be authorized by the Union or its officers provided such messages and information have been reduced to writing.

Section 2

One employee representative of the Union who is engaged in the negotiation of this contract or in the successor contract shall be allowed to attend the negotiation sessions that occur within their normal duty hours without loss of pay or benefits.

Article 6

NO STRIKE

Section 1

The Union will not cause or engage in, or permit its members to cause or engage in, nor will any members of the Union or employees take part in any strike, sit-down, stay-in, slow-down, picketing or sympathy strike in or upon the premises or equipment of the Town, or against the Town upon other premises or equipment, which would result in curtailment, restriction, interference with work, or any other kind of work stoppage of the Town or its agents, servants, or employees or citizens, nor advise such action to its members or any other person during the life of this Agreement. The foregoing no strike promise shall include work stoppages for any reason, including alleged or actual unfair labor practices or alleged or actual breach of contract by the Town, but shall not include any restrictions on an employee's First Amendment right of speech and association while off duty and off the premises of the Town.

Section 2

Any employee who participates in or promotes activities prohibited in Section 1 above, may be disciplined or discharged by the Town and only the question of whether he did in fact participate in or promote such activities shall be subject to grievance and arbitration procedure.

Section 3

Notwithstanding any Article to the contrary, Section 1 of this Article shall not be subject to the grievance and arbitration procedure set out in Articles 7 and 8 of this

Agreement. For violation of this Article, the parties consent to the entry of an ex parte state court temporary injunction, without the customary legal notices.

Section 4

In the event of any strike, picketing, slow-down or stoppage of work or other interference with the Town's operations in violation of this Article, neither party shall be required to discuss the dispute in question, or any other matter or grievance while such strike, picketing, slow-down, or stoppage of work or other interference with work is in effect.

In addition, should such a strike, picketing, slow-down, or stoppage of work or other interference occur, the Union shall immediately instruct the involved employees by telegram with a copy to the Employer, that their conduct is in violation of this Agreement, that they may be disciplined up to and including discharge and shall instruct all such employees to cease immediately the offending conduct.

Article 7

GRIEVANCE PROCEDURE

Section 1 - Grievance Defined

For the purpose of this Agreement, a grievance is defined and limited to a claim by an employee that the Employer has violated an express provision of this Agreement and has thereby deprived him of a right or benefit expressly conferred upon him by the provisions hereof. A probationary employee is expressly disallowed any recourse to the grievance or arbitration procedure with regard to any discipline or discharge by the Employer. Nevertheless, the Union has the right to confer with the Employer regarding any discipline which the Employer has imposed upon a probationary employee.

Section 2 - Grievance Procedure

Any grievance shall systematically follow the three (3) steps of the grievance procedure contained in this Article. Any grievance filed shall refer to the provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violations on the form set forth in Appendix "IV."

- (a) Step 1. If an employee believes he has a grievance, he may, by the close of the third (3rd) calendar day following the day during which the event giving rise to the grievance occurred, (or if the employee is on annual leave, sick leave, or other authorized leave, three (3) calendar days after returning to work, but in no event more than thirty (30) calendar days from the date of the event unless the employee is physically or mentally incapacitated) present the grievance orally or in writing to the Police Chief and may have the designated Union representative at this meeting if the employee so desires.

- (b) Step 2. If the matter is not settled to the employee's satisfaction within five (5) work days after the date of its submission to the Police Chief, it shall be reduced to writing, dated and signed and within five (5) work days after the Police Chief's decision is received or within five (5) work days after submission of the grievance to the Police Chief, whichever occurs sooner, be referred to the Town Manager or someone designated by him, who shall meet with the employee and the designated Union representative within five (5) work days following the meeting date.
- (c) Step 3. If the matter is not settled to the satisfaction of either the Employer or the Union, either party may refer the matter to arbitration, as provided in Article 8 hereof.

Section 3 - Rules of Grievance Processing

- (a) Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- (b) A grievance not advanced to the higher step by the employee within the time limit provided shall be considered conclusively abandoned. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.
- (c) For purposes of this Article a work day is defined as a day when the Town Hall is open for business.

Section 4

Where a grievance is general in nature, in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the Union and the

Town, such grievance shall be presented by the Union in writing directly to the Town Manager, (Step 2) within five (5) work days of the occurrence of the event(s).

Article 8

ARBITRATION

Section 1

If adjustment satisfactory to the aggrieved employee or employees, has not been reached in Article 7, the Employer or the Union may request arbitration, but must notify the other party in writing of its intention to arbitrate the dispute within five (5) work days from the time of the final meeting provided for in Article 7. If the grievance is not appealed to arbitration within said five (5) work days, the Employer's Step 2 answer shall be final upon all parties to the grievance.

Section 2

If the parties are unable to mutually agree on an impartial arbitrator within three (3) work days of the date of the written intention to arbitrate, either party may request the Federal Mediation and Conciliation Service to submit to it a panel of seven (7) arbitrators, all of whom must hold membership in the National Academy of Arbitrators. The Union shall strike the first name, notifying the Employer of such action, and each party in turn then striking one name until only one name remains, who shall be designated as the impartial arbitrator. The above striking procedure must be completed as soon as possible, but in no event later than five (5) work days after receipt of the panel.

Section 3

It is agreed that the procedure herein provided for settling disputes shall be used to the exclusion of any other means available to the parties who execute this Agreement, it being understood that all arbitration decisions rendered under the terms of this Agreement are final and binding on both parties and fully enforceable in any court of competent

jurisdiction; provided, however, that the Arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction, or is not in violation of public policy.

Section 4

The arbitrator shall not have the power to add to or subtract from or modify this Agreement by his interpretation thereof, or by implication confer a right or benefit upon any employee or abridge, curtail, or deprive the Employer of any management rights reserved to it in Article 2. The arbitrator shall have only the power to rule on matters arising under this Agreement, and shall have no power to arbitrate any matter after this Agreement has expired, unless the grievance occurs before the expiration of this Agreement and is timely processed.

Section 5

Failure of the Union to comply with the time requirements or procedural steps of this Article shall render the dispute null and void and no further action shall be taken thereon.

Section 6

The costs of the arbitration, including the arbitrator's fees and expenses, court reporter and hearing room accommodations, shall be shared by the parties equally.

Section 7

If the subject of the grievance submitted to arbitration concerns a disciplinary measure (including discharge) taken against one or more employees, the arbitrator is only empowered to pass upon whether the employee or employees concerned actually committed, participated in, or were responsible for the act of misconduct. The arbitrator is without authority to pass upon the nature, extent, or severity of the disciplinary measure(s) taken, such determination being solely a managerial prerogative. If the arbitrator finds that

the employee has not committed, participated in or was not responsible for the act of misconduct for which he has been disciplined the arbitrator may or may not grant back pay or benefits for lost work time and/or reinstatement, providing that should back pay be awarded, compensation from any other sources (interim earnings) shall be subtracted from the amount of any back pay award.

Section 8

The commencing of legal proceedings against the Town or any managerial employee of the Town in a court of law or equity or before the Public Employees Relations Commission, or any other administrative agency by an employee, or group of employees for alleged violations of the express terms of the Agreement shall be deemed a waiver to resort to the grievance and arbitration procedures contained in this Agreement for resolution of the alleged violation of the terms of this Agreement. Additionally, the commencing of legal proceedings against the Union in a court of law or equity or before the Public Employees Relations Commission, or any other administrative agency by an employee, by the Town or any of its managerial employees for alleged violations of the express terms of this Agreement shall be deemed a waiver by such employee or the Town of the ability to resort to the grievance and arbitration procedure contained in this Agreement. Likewise, the utilization of the grievance procedure in this Agreement for the resolution of alleged violations in this Agreement shall constitute a waiver of any rights the party who initiated the grievance may have to review by the Public Employees Relations Commission or any other administrative agency.

Article 9

RULES AND REGULATIONS

Section 1

The Town shall have the right to establish, maintain and enforce, or rescind, amend or change rules and regulations. Failure to discipline an employee for violation of these rules and/or regulations shall not affect the right of the Town to discipline the same or other employees for the same or other violations.

Section 2

Prior to implementing any changes in the rules and regulations, after the date this Agreement is signed, the Union shall be provided a ten (10) day notice and an opportunity to discuss such changes. However, the Town has the sole authority to change rules and regulations as it deems necessary. The issue of whether such changes conflict with this Agreement shall be subject to the grievance procedure as provided in Article 7.

Article 10

BILL OF RIGHTS

Section 1

The Town agrees that it will follow all statutory provisions of the Law Enforcement Officer's Rights as presently codified in Section 112.532, Florida Statutes (1982), or subsequently amended.

Section 2

In cases where the Town chooses to relieve an employee from duty pending an investigation under this Article, the Town, in its discretion, may continue to pay to the employee full salary and fringe benefits under this Agreement.

Section 3

Investigations under this Article when concluded will be termed "Founded," "Unfounded" or "Inconclusive." Accusations determined to be "Unfounded," or "Inconclusive" will be purged from the employee's personnel file if permitted by law.

Section 4

Questions concerning the interpretation or alleged violation of Sections 1, 2 and 3 of this Article shall not be subject to the grievance or arbitration provisions of this agreement; however, either party may refer questions to a court of competent jurisdiction.

Article 11

PERSONNEL RECORDS

Section 1

Each employee covered by the Agreement shall have the right to inspect his/her official personnel file pursuant to Chapter 119, Florida Statutes. The employee shall have the right to make duplicate copies of any public record contained in his/her official personnel file as that term is defined by Chapter 119, Florida Statutes.

Section 2

To the extent permitted by law the Town agrees not to directly or indirectly furnish the news media or the public with an employee's home address, telephone number, photograph, or information concerning the employee's spouse or children as well as the place of employment of the spouse and names and locations of schools attended by the employee's children.

Section 3

Employees shall have the right to file a written response to any letter of reprimand which is placed in the employee's official personnel file, subsequent to the effective date of this Agreement, 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 of reprimand against which it is directed.

Article 12

BULLETIN BOARDS

Section 1

The Union shall be provided space on the Squad Room bulletin board for the posting of the following notices:

Association Meetings;

Association Elections;

Recreation and Social Affairs of the Association;

Training and Educational Opportunities.

Section 2

Notices posted must be dated and removed after fifteen (15) days by the Union and bear the signature of the Union's authorized representative. However, notices of elections shall be allowed to remain for thirty (30) days and list of officers shall be allowed to be permanent. A copy of each notice shall be provided to the Chief of Police and the Town Manager.

Section 3

No material, notices or announcements shall be posted which contain anything adversely reflecting upon the Town of Orange Park, its employees or any labor organizations among its employees. Any violation of this Section shall entitle the Town to cancel immediately the provisions of this Section and to remove the offending notice.

Article 13

VOTING

Section 1

During a primary, general, or special election, an employee who is a registered voter and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose, provided the employee first schedules his time off with the Police Chief, Lieutenant, or Sergeant. Where the polls are open one (1) hour before or one (1) hour after the employee's regular scheduled work period, it shall be considered sufficient time for voting.

Article 14

PROBATIONARY EMPLOYEES

Section 1

All employees shall be classified as probationary employees for the first twelve (12) months of continuous employment (or reemployment after separation), during which time such employees may be laid off, discharged, or disciplined with or without cause and without recourse to the grievance procedure. Provided, however, that should the Employer choose to discipline a probationary employee, the Union shall have the right to discuss the action that was taken with the Employer. Shorter periods of temporary employment shall not be cumulative.

Section 2

Provisions as to seniority shall not apply to probationary employees, rather seniority shall date back to the time of hire after an employee has successfully completed his probationary period. If more than one employee is hired on the same day, seniority shall be determined by the sequence of their Social Security number, the employee with the lower Social Security number being considered the employee with the most seniority.

Section 3

The Town shall have the unilateral management right to extend the probationary period set forth in Section 1, for one hundred eighty (180) days in lieu of discharging the employee.

Article 15

SENIORITY

Section 1

For the purpose of this Agreement, seniority shall be defined as the length of an employee's most recent period of continuous service with the Police Department.

Section 2

Seniority lists shall be maintained by the administrative secretary and will be established by date of hire. Any protest as to the accuracy of the seniority lists must be made in accordance with the grievance procedure of Article 7.

Section 3

In the event of layoff (for economic reasons) the Employer shall have the prerogative to layoff by seniority. In addition, in the event of layoff the Employer shall have the authority to consider other factors such as the employee's ability to perform the work, physical fitness, and the needs of the operation. In the event of layoff, the affected employee will be given not less than two (2) weeks prior notice in writing with a copy to the Union.

Section 4

When recalling employees from layoff, they will be recalled in the reverse order of layoff. Each employee will furnish the Employer his current address on forms furnished by the Employer at the time of layoff. Any employee being recalled from layoff may be called by phone and/or a certified letter to the last known address on the employee's record.

Recall by certified letter will be deemed sufficient notice to the employee to return to work.

Section 5

The seniority rights of an employee shall be considered broken and all rights forfeited and there will be no obligation on the part of the Employer to rehire when the employee:

- (a) Voluntarily quits, for any reason; or
- (b) Is discharged; or
- (c) Fails to return to work within two (2) calendar days after the date specified in the recall notice unless extended by mutual agreement, and it shall be the responsibility of the laid off employee to keep the Employer advised of his whereabouts; or
- (d) Has been out of employment with the Employer for a continuous period of 180 days or longer; or
- (e) Fails to return to work after an approved leave of absence; or
- (f) Is absent from work without advising the Police Chief in advance, except in certain circumstances where notice cannot be communicated by the employee due to physical incapacitation; or
- (g) Is convicted of or pleads guilty to a felony.

Section 6

No employee will lose seniority with the Employer as the result of suffering an on the job-related injury unless he fails to report back to work the next regularly scheduled assignment after being released from his doctor.

Section 7

Any employee who is within six (6) months of vesting or normal retirement at the date of a scheduled layoff shall be permitted to work that period of time necessary to acquire needed services for retirement or the vesting of retirement.

Article 16

MILEAGE ALLOWANCE

Section 1

Employees directed and authorized to use their private automobile for Town business shall be reimbursed in accordance with the mileage allowance permitted by the State of Florida.

Article 17

WORKERS' COMPENSATION

Section 1

Any permanent employee covered by this Agreement who sustains a temporary disability as a result of injury as defined in the Workers' Compensation Law arising out of employment by the Town, shall in addition to benefits payable under the Workers' Compensation Law of the State of Florida be entitled to receive supplemental pay during the first twenty-six (26) weeks of such disability, based on the difference of the Workers' Compensation indemnity payable and the amount of salary which said employee was receiving immediately prior to his injury. Supplemental pay received during the first twenty-six (26) weeks will not be charged to sick leave or vacation. If the employee desires to receive supplemental pay beyond the first twenty-six (26) weeks he will have to charge it to accrued sick leave, vacation, or compensatory time.

Section 2

At the termination of the twenty-six (26) week period the employee's right to compensation shall be governed by Florida's Workers' Compensation Law.

Section 3

Any such employee injured may, at the discretion of the Town, be examined every ten (10) calendar days by the medical doctor(s) selected by the Town, who in concurrence with the attending physician shall either continue such employee on leave, or shall order such employee to return to duty. In the event of any dispute or disagreement between the doctors involved, the matter shall be resolved by a deputy commissioner as outlined in Chapter 440, Florida Statutes.

Section 4

Any employee injured on the job shall be paid a full scheduled day of wages for the day of the accident if the treating physician advises that he could not or should not return to work that day.

Section 5

If an employee, due to an on the job injury, is receiving compensation for temporary partial disability under the Workers' Compensation Law he may be temporarily assigned without reduction in pay to other duties commensurate with medical and mental fitness, availability of suitable work, and his qualifications for the position. Such reassignment without loss of pay may continue during such period as the employee continues to receive such Workers' Compensation benefits or until the employee is no longer employed by the Town, whichever occurs first.

Section 6

If the employee brings litigation or administrative action against the Town under the Workers' Compensation Law while receiving Workers' Compensation benefits supplemented by the benefits herein provided, entitlement to such supplemental benefits shall immediately terminate.

Section 7

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 18

LIABILITY INSURANCE

Whenever the Town provides liability insurance for any of its employees (covering court actions or civil rights actions for injuries or damages suffered as a result of any act, event, or omission or action in the scope of the employee's employment unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property) it shall provide same for bargaining unit employees.

Article 19

INSURANCE

Section 1

The Town shall offer employees in positions covered by this bargaining unit the same group life, accidental death, and health insurance plans that are offered to employees not covered by a bargaining unit. Employees in positions covered by the bargaining unit shall contribute the same amount for insurance coverage under the plan(s) selected as employees not covered by a bargaining unit.

Article 20

TUITION AID

Section 1

Full time employees covered by this Agreement wishing to take college level courses required for an A.S. degree or B.S. degree will pay tuition costs.

Upon completion of the course the Town of Orange Park will reimburse the employee for courses taken in a College or University in the State of Florida System in accordance with the schedule below, provided that the employee shall present evidence of completion of the course and the grades achieved to the Chief of Police no later than thirty (30) calendar days after completion of the course. Failure to do so shall result in the Chief of Police canceling reimbursement by the Town with the employee having no rights under this Article. If the employee takes college level courses at an out-of-state College or University accredited by a recognized accrediting institution, the Town will reimburse the employee in accordance with the schedule set forth below, and the procedures in this Article, up to the amount that would be paid under this Article for a course taken at a College or University in the State of Florida System. The Chief of Police, in his sole discretion, must approve the out-of-state College or University chosen by the employee, for purposes of this Article. Any tuition costs which exceed the amount an employee would receive if he or she had attended a State of Florida College or University are the sole responsibility of the employee.

Final Grade in Course**Percentage of Tuition Aid**

A or "pass" (in courses
specifically designated
as pass/fail courses)

100%

B

100%

C

85%

D or F

0%

Section 2

No other fees or costs will be reimbursed under this Article.

Section 3

In the event the employee is eligible for tuition aid from other sources, such as, but not limited to, Veterans benefits, the reimbursements due under this Article will be reduced by the amount of benefits paid by other sources.

Section 4

An employee who does not remain with the Town for a minimum of two (2) full years after completion of a course for which he has received tuition aid shall repay the amount received to the Town before he leaves employment, or shall have such amount deducted from his pay.

Article 21

SALARY INCENTIVE PROGRAM

Section 1

For the purposes of this Article the following terms shall have the following meaning:

- (a) "Basic Certification" means that an eligible bargaining unit employee has been certified for employment as required by Sections 943.12, 943.13, 943.14 and 943.19, Florida Statutes, or has been accepted as provided under Section 943.21, Florida Statutes.
- (b) "Approved Training Course" means the satisfactory completion, other than Basic Certification, of approved criminal justice training courses under the Criminal Justice Standards Development Program. For the purposes of this Section, no course of the career development program shall consist of less than forty (40) hours of advanced or technical criminal justice training.
- (c) "Community College" means a community college as approved in Section 240.345(1), Florida Statutes.
- (d) Requirement of a "Community College Degree or Equivalent" is satisfied when an eligible bargaining unit employee holds a document from the Criminal Justice Standard and Training Commission certifying that Commission records indicate graduation or completion of at least sixty (60) semester hours or ninety (90) quarter hours at a community college with a major study concentration relating to the Criminal Justice System. The commission may authorize the completion of sixty (60) semester hours or ninety (90) quarter

hours at an accredited college or university as meeting the equivalent of a community college degree. For the purpose of this Section, the Commission shall establish which major study concentration areas relate to the Criminal Justice System.

- (e) "Accredited College or University" means a college or university which has been accredited by the Southern Association of Colleges and Schools or other accredited agency which is recognized by the State Board of Education for accreditation purposes.
- (f) Requirement of a "Bachelors Degree" is satisfied when an eligible bargaining unit employee holds a document from the Criminal Justice Standards Commission certifying that Commission records indicate graduation from an accredited college or university with a major study concentration relating to the Criminal Justice System. For purposes of this Section the Commission shall establish which major study concentration areas relate to the Criminal Justice System.
- (g) "Eligible Bargaining Unit Employees" means any bargaining unit employee who falls within the definition of "law enforcement officer" contained in Section 943.10(1), Florida Statutes.

Section 2

Each eligible bargaining unit employee who meets basic certification shall receive a sum not exceeding twenty-five dollars (\$25.00) per month in the method provided for in Section 8.

Section 3

Any bargaining unit employee initially certified and employed or appointed as a law enforcement officer as defined in Section 943.10(1), Florida Statutes, on or after July 1, 1980, shall not be eligible to receive basic salary incentive monies, however, a law enforcement officer whose employment certificate has been reactivated after a period of inactivity shall be eligible for basic salary incentive monies if such officer was eligible for basic salary incentive monies during his employment with the previous employing agency.

Section 4

Each eligible bargaining unit employee who has a community college degree or equivalent shall receive a sum not exceeding thirty dollars (\$30.00) per month in the manner provided for in Section 8.

Section 5

Any eligible bargaining unit employee who receives a bachelors degree shall receive an additional sum not exceeding fifty dollars (\$50.00) per month in the manner provided for in Section 8.

Section 6

Each eligible bargaining unit employee who completes four hundred and eighty (480) hours of approved training courses as established by the career development program shall receive a sum not exceeding one hundred twenty dollars (\$120.00) per month.

Section 7

The maximum aggregate amount any eligible bargaining unit employee may receive under this Article is one hundred thirty dollars (\$130.00) per month.

Section 8

The Town will follow established rules promulgated by the Criminal Justice Standards and Training Commission to provide effectively for the proper administration of the salary incentive program set forth in this Article. Such rules shall include, but not be limited to:

- (1) Proper documentation and verification of any claimed training or education requirement; and
- (2) Proper documentation and verification that training received for purposes of salary incentive money is job related.

Section 9

Upon successful completion of the course, the employee's personnel record will be documented with his educational achievement.

Section 10

In addition to the foregoing compensation:

- (a) Each police officer who has successfully completed at least thirty-three (33) semester hours toward an Associate in Arts or Associate in Science or attained the classification of sophomore at a four-year university with a "C" average/2.0 GPA or better, shall receive a twenty-five dollars (\$25.00) per month pay differential.
- (b) Each police officer who has successfully completed his/her programs of study required to qualify for and possesses an Associate in Arts or Associate in Science degree or attained the classification of junior at a four-year university with a "C" average/2.0 GPA or better, shall receive a sixty dollars (\$60.00) per month pay differential.

- (c) Each police officer who has successfully completed his/her programs of study required to qualify for and possesses a Bachelor of Arts or Bachelor of Science degree, shall receive a one hundred and fifteen dollars (\$115.00) per month pay differential.
- (d) Each police officer who has successfully completed his/her programs of study required to qualify for and possesses a Master of Arts or Master of Science degree shall receive a one hundred sixty dollars (\$160.00) per month pay differential.

Note: The Chief of Police will examine transcripts from accredited institutions of higher learning and determine eligibility for this pay incentive.

THIRTY-THREE (33) SEMESTER HOURS TOWARD AA/AS DEGREE, "C" AVERAGE/2.0 GPA OR BETTER:

A total of \$25.00 per month

AA/AS DEGREE, "C" AVERAGE/2.0 GPA OR BETTER:

A total of \$60.00 per month

BA/BS DEGREE:

A total of \$115.00 per month

MA/MS DEGREE:

A total of \$160.00 per month

Article 22

TRAINING

Section 1

The Town and the Union agree to promote on the job training for the purpose of improving the performance of employees, aiding employees to equip them for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public.

Section 2

Where the Town requires any employee to attend such on the job training, the Town will make every reasonable effort to accommodate attending such training during his normal working hours. In the event the Town is unable to schedule the employee to attend such training during his normal working hours, the employee shall be required to attend such training during his off-duty hours.

Section 3

When an employee is required to attend training under this Article on his non-working time, he will accrue compensatory time unless the Federal Wage and Hour Law requires the payment of overtime compensation for such training time.

Article 23

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

Section 1

In the event the Town determines there is a need to temporarily fill a regularly budgeted vacant position with an employee from a lower classification, the Town may select any employee from a lower classification to temporarily fill such budgeted vacant position. If the employee selected for a temporary position is not selected to the permanent position, the employee shall be returned to his previous classification and pay rate.

Section 2

Any employee who is temporarily assigned to fill a regularly budgeted vacancy shall be paid for that position for the period of time so assigned at the entry level rate for the position or five percent (5%) above his regular rate of pay, whichever is greater.

Section 3

Effective October 1, 2010, the four (4) police patrolman who are assigned to serve as "corporal" or sergeant in the absence of the sergeant or shift supervisor, will receive a 2% pay increase over their current patrolman pay. Should any of these individuals no longer be in a role where he/she is expected to serve as corporal or sergeant in the absence of the corporal or sergeant, the 2% increase will no longer apply to that employee.

Section 4

Effective May 3, 2016 any patrolman who is assigned to serve as an "investigator" shall receive a 5% pay increase over their current patrolman pay during the time period he/she is actively serving in that capacity.

Section 4

When an employee is assigned to train a new employee, he shall receive twelve dollars (\$12.00) per shift.

Article 24

VACANCIES

Section 1

When a permanent vacancy for Sergeant within the Police Department occurs and the Town makes a decision to fill that vacancy, the Town will place a notice on the Police Department bulletin board for fifteen (15) calendar days. Any interested employee for whom placement in the vacancy would be considered a promotional opportunity may request from the Police Chief a promotion request form. Such form must be completed and returned to the Police Chief within fifteen (15) calendar days from the date the notice was placed on the bulletin board. The vacancy will then be filled in accordance with Section 2 of this Article. It is the intent of this Article to promote to the position of Sergeant from within in a reasonable amount of time employees already in the Police Department whenever feasible. If it is the decision of the Town not to promote from within due to no employee being qualified, the Town may fill the vacancy from outside the Police Department.

Section 2

The Town has the right, if it chooses, to promote on the basis of several factors, including, but not limited to, seniority, the ability to perform the work, physical fitness, and past employment record.

The ultimate decision of promotion is a unilateral management right, and thus is not grievable or arbitrable under the provision and procedures set forth in Articles 7 and 8 of this Agreement.

Section 3

Any employee promoted to Sergeant shall be regarded as a probationary employee in the new position for the first one hundred eighty (180) calendar days of continuous employment, provided the Town may extend the probationary period for sixty (60) calendar days at its discretion, and the employee may be demoted, transferred to or assigned as exclusively determined by the Town.

Section 4

Any employee who is removed from the position of Sergeant for which he had bid, because of his inability to perform the requirements thereof, as above provided, shall be ineligible to bid for another promotional vacancy during the six (6) month period following the date of removal. Employees may not bid on other job opportunities while in the status of probationary employees.

Article 25

UNIFORMS

Section 1

The Town will furnish to all patrolmen and sergeants, at no cost, an initial issue of the following upon employment: (no short jackets will be issued to current employees until a replacement of their long jack is approved by the Chief of Police):

Four (4) pairs of pants

Four (4) short sleeve shirts

One (1) long sleeve shirt

One (1) leather pants belt

One (1) uniform tie

One (1) pair of police shoes/boots of the same cost

One (1) reflectorized raincoat

One (1) short light weight jacket

One (1) winter jacket with zip out lining

One (1) uniform badge

One (1) identification card

One (1) name plate

One (1) set of collar brass

One (1) A.S.P. expandable baton

One (1) set of handcuffs and a handcuff key

One (1) can of pepper spray

One (1) .40 caliber pistol

All leather goods including belt, holster (to fit a .40 caliber only), double magazine case, handcuff case, mace case, four belt keepers, and an A.S.P. expandable baton holder. All uniforms and jackets will be supplied complete with Department patches.

Section 2

The Town will furnish to all dispatchers, at no cost, an initial issue of the following upon employment:

Four (4) pairs of pants

Four (4) short sleeve polo type shirts

One (1) pair of shoes/boots at the same cost

One (1) uniform badge

One (1) name plate

One (1) leather pants belt

Section 3

Pants, shirts, shoes and hats will be repaired or replaced at the option of the Town as appropriate; however, a minimum of two (2) new shirts and two (2) new pairs of pants will be issued every twelve (12) months to each patrolman, sergeant and dispatcher.

Section 4

Uniforms and equipment furnished or required by the Town that are lost or damaged through neglect of an employee shall be replaced in full by the employee at no cost to the Town.

Section 5

The employee agrees to wear uniforms only for official Town business or when otherwise authorized by the Chief of Police.

Section 6

The investigator shall be entitled to receive seven hundred and fifty dollars (\$750.00) per year as a clothes allowance. Payment will be made at the rate of two hundred fifty dollars (\$250.00) every four (4) months.

Section 7

Upon termination for any reason, the employee is required to return to the Town all uniforms and/or equipment issued by the Town except as otherwise authorized in this article.

Section 8

Any glasses broken or damaged in the line of duty, but not through the neglect of the employee, will be replaced or repaired up to a maximum of one hundred dollars (\$100.00).

Section 9

Watches broken or damaged in the line of duty, but not through the neglect of the employee, will be replaced or repaired up to a maximum of fifty dollars (\$50.00).

Section 10

The Town will pay for the cleaning of police uniforms, for all uniform personnel, up to three thousand dollars (\$3,000.00) per year. The amount to be paid and the method of payment shall be decided by the Chief of Police.

Section 11

Upon retirement, sworn law enforcement employees may be awarded one (1) pistol, preferably the service pistol used by the employee while on duty, if the following conditions are met:

(1) The employee must be:

(a) retiring with twenty (20) or more years of service with the Town of Orange Park, or

(b) eligible for regular retirement, or early retirement, or line of duty disability, and

(2) The employee must be "honorably" retiring. For purposes of this section, "honorably" means the retirement cannot be for less than honorable conditions and the employee must be eligible for rehire. Situations that would disqualify an employee from "honorably" retiring include, but are not limited to:

(a) a conviction of any criminal offense, or

(b) being charged with a criminal offense arising from circumstances which occurred while the employee was employed as a member of the Orange Park Police Department, or after separation, but prior to issuance of the pistol, or

(c) retirement as a result of, or while under, a criminal investigation, or

(d) retirement in lieu of submitting to an administrative review, or

(e) relinquishment, revocation, or cancellation of the employee's law enforcement certification prior to issuance of the pistol.

Upon satisfactory completion of the above conditions, the Chief of Police may, in his/her sole discretion, decide whether to award the above-referenced firearm to a retiring employee.

Article 26

NIGHT PAY

Section 1

All members of the bargaining unit shall receive nine dollars (\$9.00) per day when working the night shift (7:00 p.m. to 7:00 a.m.).

Article 27

LONGEVITY PAY

Section 1

All members of the bargaining unit shall receive fourteen dollars (\$14.00) per month, prior to May 3, 2016 for each five (5) years of continuous employment with the Police Department.

Upon May 3, 2016 the total longevity pay amount accumulated by an employee as of May 3, 2016 shall be converted into the employee's base pay figure in a manner that results in an equivalent level of total compensation to the employee. Following May 3, 2016 no future longevity pay will be awarded to employees under this article.

Article 28

VACATIONS

Section 1

All regular, full-time employees who have been continuously in the Town's employ for the following periods shall accrue vacation with pay as follows:

0 - 12	months service	seven (7) days per year
13 - 60	months service	twelve (12) days per year
61 - 120	months service	fourteen (14) days per year
121 - 180	months service	seventeen (17) days per year
181 – over*	months service	twenty two (22) days per year

A “day” for purposes of this section is eight (8) hours.

*Employees with 241 or more months of service as of August 2, 2012 will be permitted to continue to accrue twenty-six (26) days of vacation per year. However, employees who have not yet attained 241 or more months of service as of August 2, 2012 will not be permitted to accrue more than twenty-two (22) days of vacation per year regardless of the months of service, in accordance with the above table.

Employees may convert up to 24 hours of sick leave to vacation time each fiscal year. An employee must make this request to convert sick leave to vacation time no later than the pay period prior to its use.

Section 2

Employees shall start to earn vacation leave as of their first date of employment; however, vacation cannot be taken until an employee completes his probationary period.

Section 3

The Town retains the right to schedule vacations in a manner which will not disrupt or hamper the efficiency of the Town's operations. However, the Town will give due consideration to an employee's expressed preference when feasible. Employees with the most seniority will be given first consideration. Vacation leave shall be taken in increments of no less than half of the scheduled shift (for twelve (12) hour employees, the limit is six (6) hour increments, and for eight (8) hour employees, the limit is four (4) hour increments).

Section 4

An employee will be allowed to carry over unused vacation from the prior year a total of hours not to exceed eighty (80). The Police Chief may allow additional days to be carried over in extraordinary situations.

Section 5

Vacation pay will be computed by multiplying the base hourly rate times each hour of vacation. Holidays and/or regular days off immediately following the termination of an employee's vacation shall not be counted as vacation time.

Section 6

An employee who has earned and qualified for a vacation can, upon request, be paid his vacation pay on the regular pay day immediately preceding the commencement of his vacation.

Section 7

Notwithstanding that an employee is otherwise entitled to vacation or has qualified for same, he may at the discretion of the Town, forfeit all vacation privileges if prior to his taking his vacation he is discharged for just cause and the discharge is not reversed in the grievance procedure, or if the employee quits or retires without giving the Town two (2) weeks written notice of his intent to quit or retire. Employees giving the required notice shall receive leave equal to or, at the discretion of the Town Manager, be paid a lump-sum payment for any unused vacation leave for which the employee is eligible under this Article.

In the event of an employee's death, payments will be made to the individual listed as beneficiary for the employee's life insurance.

Section 8

Absence on account of sickness, on the job injury, or disability in excess of that otherwise authorized for such purposes may, at the written request of the employee, be charged against vacation allowance.

Section 9

In the case of a layoff, the laid-off employee shall receive his pro-rata vacation.

HOLIDAYS

Section 1

The following days shall be recognized as paid holidays:

1. Last Monday in May (Memorial Day)
2. July 4th (Independence Day)
3. First Monday in September (Labor Day)
4. Fourth Thursday in November (Thanksgiving Day)
5. Friday after Thanksgiving Day
6. December 24th (Christmas Eve)
7. December 25th (Christmas Day)
8. January 1st (New Year's Day)
9. November 11th (Veteran's Day)
10. Third Monday in February (President's Day) – in lieu of Columbus Day
11. Any other holiday approved for other Town employees

Section 2

In order to be eligible for holiday pay, all of the following requirements must be met:

The employee must have worked his last scheduled working day immediately prior to the holiday and the first regularly scheduled working day immediately after the holiday unless he is on paid vacation, jury duty, military leave, bereavement leave, paid sick leave or other absence excused by the Town.

Section 3

For purposes of this section, the holiday shall commence at the beginning of the work day and continue until the end of the work day; a total of twenty-four (24) hours.

Section 4

Payment for holiday pay shall be made once a year during the first two (2) weeks of December. The employee shall receive eight hours of pay at his regular rate times the number of holidays he is eligible for during the prior twelve (12) months. Any employee that terminates in good standing prior to the payment date shall receive payment for all eligible holidays earned up to the date of termination.

In lieu of receiving payment for accrued holidays each December, an employee may request to use an accrued holiday as a paid day off, on a different date than the actual holiday. In order to use an accrued holiday as a paid day off, the employee must submit a request in writing to the Chief of Police. The Chief, in his sole discretion, shall determine whether the employee's absence on the requested date will present operational difficulties (including, but not limited to, staffing problems, or possible overtime liability). Should the request present operational difficulties, the Chief of Police may, in his sole discretion, deny the request. For purposes of this paragraph, a holiday is eight (8) hours.

Article 30

PENSION PLAN

The Town will continue the pension plan benefits in effect as of the date this agreement is signed.

Article 31

LEAVE OF ABSENCE

Section 1

Leaves of absence with pay for relatively short period of time may be granted by the Town to employees for personal reasons or other good causes determined by the Town. The Town has the sole right and responsibility of permitting, approving, and granting a leave of absence. In determining whether or not the leave of absence will be granted, the Town will consider such factors as the time for the request, the effect upon rendering of services, the importance of the reason for the leave, past work record, absenteeism, and seniority. Leaves under this Section shall be for seven (7) calendar days or less.

Section 2

Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee. Holidays, sick leave, annual leave and any other benefits based on time spent in the employ of the Town shall not accrue (or be credited) during a leave of absence without pay; provided, however, that if permitted by the Pension Plan the employee may maintain his retirement credit by paying both his and the Town's share of the Pension Plan premiums, and, further, that the employee may maintain his health insurance premiums. Longevity increases, merit increases and any other increases for which an employee may become eligible based in whole, or in part, on length of service with the Town shall not be credited during any period of leave of absence with pay. An employee shall return from leave of absence to the same step of his salary grade as at the time of commencement of leave of absence.

Section 3

Any employee covered hereunder may be given paid educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined by the Town. Requests for such educational leave must be approved in advance by the Chief of Police and/or the Town Manager.

Section 4

An employee granted education leave with full pay shall be entitled to receive all Town benefits in the same manner as if he were on active duty during the period of leave.

Article 32

MILITARY SERVICE LEAVE

Section 1

The Town and the Union agree to comply with the provisions set forth in the Uniformed Services Employment and Reemployment Rights Act (formerly the Military Selective Service Act of 1967), and Florida Statutes, Chapter 115.

Section 2

An employee who is a commissioned reserve officer or reserve enlisted personnel in the United States Military or Naval Service or member of the National Guard, shall be entitled to leave of absence from his respective duty without loss of pay, time, benefits or efficiency rating, on all days during which he shall be engaged in field or coast defense exercises or other training ordered under the provisions of the United States Military or Naval training regulations for such personnel when assigned to active duty; provided that such leaves of absence under the provisions of this section shall not exceed seventeen (17) days in any one (1) calendar year.

Section 3

Requests for military service leave shall be made as soon as possible in advance of the leave. Such requests shall be in writing and shall specify the date for such training periods and a copy of the official set of orders.

Article 33

SICK LEAVE

Section 1

Paid sick leave will be earned at the rate of one (1) day per calendar month, if the employee was in an authorized paid status twenty (20) days in that month. No employee shall be permitted to accumulate more than ninety (90) days of unused sick leave except as otherwise provided in Section 3.

Employees may convert up to 24 hours of sick leave to vacation time each fiscal year. An employee must make this request to convert sick leave to vacation time no later than the pay period prior to its use.

Section 2

Sick leave may be used by the employee for the following reasons:

A. Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of the employee's position.

B. Attendance upon immediate members of the family (See Section 8 for definition) of the employee whose illness requires such care.

C. Enforced quarantine when established by the Department of Health or other competent authority for the period of such quarantine. All employees shall be required to furnish to the town such information as may be requested for the proper administration of this Section. For an absence of over three (3) days to be charged against sick leave, a certificate from a medical doctor may be required prior to the issuing of the employee's

next payroll warrant except that the Town Manager may require a doctor's certificate on less than a three (3) day absence. 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.

Section 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 one-third ($1/3$) of the sick leave accumulated by such employee in any one (1) year in excess of ninety (90) days. Employees with eight (8) years or more of continuous uninterrupted service with the Police Department shall be entitled to be paid based upon three-fourths ($3/4$) of the sick leave so accumulated. Said payment shall be made on the first pay day of December of each year.

Any employee who retires or resigns, giving two (2) weeks notice, shall be entitled to and receive terminal benefits for a period of time equal to one-third ($1/3$) in the case of resignation, and eighty-five percent (85%) in the case of retirement (or resignation with eight (8) years or more of continuous uninterrupted service) of such employee's unused accumulated sick leave and further provided that said terminal benefits shall not exceed thirty (30) calendar days upon resignation or sixty-seven and one-half ($67\frac{1}{2}$) calendar days upon retirement.

Section 4

All employees, where required by the Town, will notify their supervisor or his designee reasonably in advance of their scheduled reporting time each day of their

intended absence due to illness. All employees, where required by the Town, will notify their supervisor or his designee, at least sixteen (16) hours in advance of their intent to return to work when absence has been due to an extended illness. Should an employee be absent due to illness and fail to comply with the provision 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 whether such sick leave should be allowed. Absences under sick leave conditions will be subject to investigation by the appropriate supervisor. An employee will be counseled if it appears that he or she is using an excessive amount of sick leave as determined by the Town. The Town has the right to require any employee to undergo an examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of his or her classification, or if the employee can be assigned to duties less strenuous in nature on a temporary basis. This examination will be conducted on Town time and at Town expense.

Section 5

Sick leave shall be charged in increments of not less than one (1) hour.

Should an employee be absent due to illness and fail to comply with this Article, such employee shall be charged with unauthorized absence.

Sick leave will be charged only against an employee's regular work day and shall not be charged for absences or prearranged overtime work, unscheduled call-in overtime work days or holidays.

Section 6

Pregnancy and childbirth: Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes,

genuine illnesses and should be treated as such. Female employees may take sick leave on the same general terms and conditions for such illnesses as are otherwise applicable under the sick leave provisions of this collective bargaining Agreement. A certificate from a medical doctor will be required from female employees desiring to utilize sick leave due to any of the foregoing reasons. Such certificate must be to the effect that said female employee is unable to perform her duties due to one (1) or more of the foregoing conditions. Further, upon said female employee's return to sick leave, all such leave must be fully justified by a certificate from a medical doctor.

Section 7

Any employee on paid sick leave shall be paid regular holiday pay for any and all holidays that occur while on such leave.

Section 8

For purposes of this Article, immediate family shall be defined as father, mother, step-parents, spouse, children, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents of employee or spouse, and grandchildren.

Section 9

All employees may transfer sick leave hours to another employee. This shall be accomplished by the employee making a request to transfer accrued sick leave to another employee who has exhausted their sick leave time to 80 hours or less. Transfers will be made on an hour-to-hour basis in increments of no less than 8 hours and no more than 80 hours from any one employee per request. A request to transfer sick leave must be made in writing to the Chief of Police or his designee. The Chief of Police or his designee will review the circumstances of the sick leave transfer and grant either approval or denial of

the request. The written request to transfer accrued sick leave shall be acted upon within the pay week it was made. Participation in this section of the sick leave article shall be completely voluntary on the part of the employee.

Article 34

BEREAVEMENT LEAVE

Section 1

When a death occurs in the immediate family of an employee working an eight (8) hour shift, that employee shall be granted up to three (3) days off (24 hours total). When a death occurs in the immediate family of an employee working a twelve (12) hour shift, that employee shall be granted up to two (2) days off (24 hours total). If additional time off is needed for purposes of this article, employees may, regardless of shift type, utilize vacation leave pursuant to the Town's standard vacation leave policy.

Section 2

The immediate family as cited above shall be defined as: father, mother, step-parents, spouse, children, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents of employee or spouse, and grandchildren.

Article 35

HOURS OF WORK AND OVERTIME

Section 1 - Basic Work Period - General

The basic work period for an employee covered by this agreement (except for dispatchers as set forth in Section 2) will consist of an average of one hundred and twenty (120) hours over a twenty-one (21) day cycle. Nothing herein shall guarantee an employee payment for one hundred and twenty (120) hours in the basic work period unless the employee actually works one hundred and twenty (120) hours in the basic work period, or his or her actual hours worked and his or her authorized compensated leave totals one hundred and twenty (120) hours in the basic work period. The computation of hours worked shall include a paid one-half (1/2) hour meal break during each work shift. Authorized compensated leave is defined as any leave compensated by the Town pursuant to this Agreement.

Section 2 - Basic Work Period - Dispatchers

The basic work period for all dispatchers covered by this Agreement who are not covered by Section 7(k) of the Fair Labor Standards Act of 1938, as amended, shall consist of seven (7) consecutive days, totaling forty (40) hours.

Section 3 - Changes In Work Period

When management deems it necessary, the basic work period may be changed, provided the employees are given at least seven (7) days notice prior to the change by the Police Chief or his designee.

Section 4 - Work Schedules

Work schedules showing shift starting time, employees' assigned hours, days of the week, days off, and shift rotation shall be posted on the Department's bulletin board. Insofar as possible, the Town will notify the employee seven (7) days in advance of any work schedule change.

Section 5 - Overtime Compensation - General

Except as provided in Section 6, hours worked in an amount less than one hundred and twenty (120) in a twenty-one (21) day work period which are assigned by the , Lieutenant or the Chief shall be compensated at the regular hourly rate. Hours worked in excess of one hundred and twenty (120) in a twenty-one (21) day work period which are assigned by the , Lieutenant or the Chief shall be compensated at the rate of time-and-one-half (1 & 1/2) the employee's regular rate of pay. Provided, however, that should an employee voluntarily switch shifts, or parts thereof, with another employee for the employee's convenience, no overtime compensation will be payable. All such shift trading must be reported to the Lieutenant and the time during which time is traded and paid back must not exceed twelve (12) months.

Section 6 - Overtime Compensation - Dispatchers

All dispatchers as set forth in Section 2 shall be compensated at straight time for all hours worked, except that all hours worked in excess of forty (40) in the basic work period shall be compensated for at one-and-one-half (1 & 1/2) times the dispatcher's regular hourly rate.

Section 7 - Overtime Compensation - Exceptions

The following shall constitute exemptions to Section 5 and will provide compensation at a rate of one-and-one-half (1 & 1/2) of the employee's regular hourly rate of pay when assigned by the Lieutenant or the Chief:

- (1) 4th of July event;
- (2) Election events;
- (3) Fun Runs and Special Marathons; and
- (4) Other Parades and Marches

Section 8 - Off Schedule Call In Overtime Work

Any employee covered by the Agreement who is required to appear before any agency or person at a time when work is not previously scheduled shall receive a minimum of three (3) hours pay at his regular hourly rate of pay or three (3) hours of compensatory time at his or her option, provided such work or appearance does not require the employee to work in excess of one hundred twenty (120) hours in a twenty-one (21) day work period. If such work or appearances requires the employee to work in excess of one hundred twenty (120) hours in a twenty-one (21) day work period, the employee will be paid at the rate of time-and-one-half (1 & 1/2) the employee's regular rate of pay for each hour the employee works in excess of one hundred twenty (120) hours, and no minimum will apply, nor will compensatory time be applicable.

Section 9 - Standby Status

Except as otherwise provided herein, an employee who is put on standby status shall receive pay at his regular hourly rate of pay or compensatory time at his option for the

time spent on standby, with a two (2) hour minimum provided the hours actually spent in such standby time do not, when combined with the hours worked during a twenty-one (21) day work period, exceed one hundred and twenty (120) hours and no minimum will apply, nor will compensatory time be applicable. Standby status is defined to be restriction of an employee to such a degree that the employee is not permitted to move from a designated area of location. Provided further, that should the Town provide beepers for use during standby status, this Section shall not be applicable and the employee shall not be entitled to any compensation or compensatory time for standby.

Section 10 - Compensatory Time

Compensatory time may be credited at the discretion of the Chief and in accordance with applicable Federal Wage and Hour Law. It is agreed that employees will work to keep their accrued compensatory time below eighty (80) hours in each calendar year.

Article 36

WAGES

Section 1

The amended pay scale is set forth in attached Appendix I and shall become effective as of May 3, 2016. Employees whose anniversary date falls between October 1, 2015 and May 3, 2016 who were not eligible for a step pay increase under the pay scale in place prior to May 3, 2016 and who would have been eligible for a percentage increase under the amended pay scale had it been in place as of October 1, 2015, shall have the applicable percentage increase reflected in the amended pay scale applied for the remainder of fiscal year 2015-2016, with the understanding that any such percentage increase shall not be applied retroactively to May 3, 2016.

Effective May 3, 2016, employees will receive an across the board salary increase of two and one half percent (2.5%), with the exception that in no case will an employee receive a salary increase that results in that employee exceeding the "Max Pay" amount for their position as reflected in the amended pay scale.

Section 2

Except as provided herein, original appointment to the classification of Patrolman, Investigator, Sergeant, Dispatcher and Supervisor will be made at the entrance rate and advancement from the entrance rate to the maximum rate shall be by successive percentage increases as set forth in attached Appendix I. The Police Chief 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. Such decision shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 3

Employees hired prior to May 3, 2016 that have ten (10) or more years of service as of May 3, 2016 and employees hired prior to May 3, 2016 upon reaching ten (10) years of service, shall be eligible to receive the following percentage raises, in lieu of the percentage rates reflected in the attached amended pay scale, pursuant to the criteria established in this article:

- (1) Dispatchers, Communications Supervisors or Sergeants = two percent (2%)
- (2) Police Officers, Investigators or Corporals = three percent (3%)

Employees hired after May 3, 2016 shall be eligible for annual 2% raises upon reaching eighteen (18) years of service, in lieu of the percentage rates reflected in the attached amended pay scale, pursuant to the criteria established in this article.

In no case will an employee receive a salary increase that results in that employee exceeding the "Max Pay" amount for their position.

Section 4

A bargaining unit employee may be granted successive merit increases no sooner than the number of years set forth in the merit plan from the employee's date of last increase, until the employee reaches the maximum rate of pay for his classification, provided he receives a satisfactory or above performance rating from their supervisor.

For the purposes of determining whether or not the employee has satisfactorily performed services for the Town for merit increases, the Police Chief shall notify the Town Manager in writing of the Chief's evaluation, with his recommendation for merit percentage

increase action. If the employee's performance has not been graded by the Police Chief as satisfactory during the time period involved, the employee shall next be reevaluated for a merit increase after he has worked six months past his last evaluation. The employee shall be advised in writing as to the reason his merit percentage increase was not granted at the usual time. The evaluation rating of an employee and the decision to grant or deny a percentage increase under this Article are within the sole discretion of the Town and are not subject to the grievance or arbitration procedures of the contract.

Article 37

SEPARABILITY

It is understood and agreed that if any part of this Agreement is in conflict with any State or Federal laws, such part or parts shall be suspended and the appropriate law shall prevail and the remainder of this Agreement shall not be affected thereby.

Article 38

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF PARTIES

The parties acknowledge and agree that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to request or require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered in this Agreement, whether or not such matters have been discussed, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its terms except as may be otherwise specifically provided herein.

Article 39

FAMILY AND MEDICAL LEAVE

Benefits such as seniority, sick leave or vacation leave do not accrue during 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.

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

Article 40

COMPLIANCE WITH FEDERAL AND STATE LAWS

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 of any other provision of this Agreement.

Article 41

CARE AND DAMAGE TO EQUIPMENT OR PROPERTY

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 their immediate supervisor. 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 to the Town 20% of the value of the damage with a limit of \$200 for \$1,000 or more in damages.

Article 42

SAFETY

An employee who is involved in an accident while driving in the performance of his or her job duties is required to complete a defensive driving course within a reasonable time period, during working hours and at the Town's expense. To the extent such a course is available, and is not cost prohibitive, the Town will permit the employee to attend a course designed for law enforcement personnel. The Chief of Police will determine the definition of a "reasonable time period" for purposes of this Article. This requirement applies whether or not the employee was at fault, and whether or not another vehicle was involved. This Article is not intended to be punitive in nature.

Article 43

**EMPLOYEE REIMBURSEMENT OF
TOWN TRAINING AND EQUIPMENT EXPENSES**

Effective October 1, 2006, when a new employee voluntarily quits or resigns his or her position with the Town within three (3) years of the employee's hire date (or 1,095 days, whichever is longer), the employee will reimburse the Town for the training and equipment expenses it incurred on the employee's behalf up to the date that the employment ends. The employee will reimburse the Town for up to three thousand dollars (\$3,000.00) of expenses incurred for training and personalized/customized equipment, including, but not limited to, a bullet-proof vest and uniforms. Training includes, but is not limited to, training with a Field Training Officer, as well as radar school and other training courses. Each new employee will be required to sign an Agreement to Reimburse Town for Training and Equipment Expenses, in accordance with this Article.

Article 44

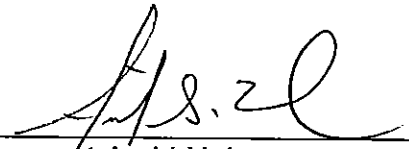
DURATION OF AGREEMENT

The Agreement shall commence and become effective on the 1st day of October, 2013, and shall continue in full force and effect until midnight of the 30th day of September, 2016, subject to the approval of the Town Council for each of the Town's fiscal years. If any Town Council shall fail to approve and/or fund this Agreement for any of the Town's fiscal years occurring during the three year term of this Agreement, then this Agreement shall automatically be reopened for negotiations. If either party desires to renegotiate this Agreement, it may do so by giving the other party written notice to that effect not less than ninety (90) nor more than one hundred fifty (150) days prior to October 1, 2016.

Each party shall have the right to reopen four (4) Articles of its choice. If either party desires to reopen, it may do so by giving the other party written notice to that effect not less than ninety (90) days nor more than one hundred fifty (150) days prior to October 1st of each year. No other item or provision of this Agreement shall be a proper subject for bargaining during such bargaining sessions.


IN WITNESS THEREOF, the parties to this Agreement have set their signatures this
3rd day of May, 2016.

FOR THE UNION


Sergeant Arvid Nelson
Local Representative, Coastal Florida Police
Benevolent Association, Inc.

FOR THE TOWN OF ORANGE PARK


Jim Hanson
Town Manager


The Honorable Gary Meeks
Mayor

APPENDIX I

Positions and Pay Ranges for Orange Park Police Department

May 3, 2016

Pay Grade	Primary Position	Entry	Yr 0.5	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Max. Pay
P-1	Dispatcher	\$27,061	6%	6%	6%	5%	5%	2%	2%	2%	2%	2%	2%	2%	0%	2%	0%	2%	0%	0%	2%	\$41,944
	Communications																					
10	Supervisor	\$35,464	6%	6%	5%	5%	2%	2%	2%	2%	2%	2%	2%	2%	0%	2%	0%	2%	0%	0%	2%	\$54,974
11	Police Officer	\$37,954	6%	5%	5%	5%	3%	6%	3%	3%	0%	3%	0%	0%	2%	0%	0%	2%	0%	0%	2%	\$58,829
15	Sergeant	\$49,750	6%	5%	5%	5%	3%	6%	3%	3%	0%	3%	0%	0%	2%	0%	0%	2%	0%	0%	2%	\$77,113

For current employees with 10 or more years of service, the following % raises will be provided annually until they reach the Maximum Pay for their position.

Dispatcher, Communications Supervisor and Sergeant; 2% per year

Police Officer, Investigator and Corporal; 3% per year

Promotions from Police Officer to Sergeant and from Dispatcher to Communications

Supervisor will receive a 15% raise or the amount needed to reach entry pay, whichever is greater.

APPENDIX II

SUBSTANCE ABUSE POLICY

(Amended 10/01/03)

TOWN OF ORANGE PARK SUBSTANCE ABUSE POLICY

TABLE OF CONTENTS

I.	INTRODUCTION	80
II.	PURPOSE.....	80
III.	RULES OF CONDUCT	81
IV.	DEFINITIONS	81
V.	NOTICE OF IMPLEMENTATION OF TOWN OF ORANGE PARK'S SUBSTANCE ABUSE POLICY	84
VI.	TYPES OF TESTING.....	84
VII.	CONSEQUENCES OF AN EMPLOYEE'S REFUSAL TO SUBMIT TO THE TOWN OF ORANGE PARK'S SUBSTANCE ABUSE POLICY.....	89
VIII.	PENALTIES FOR AN EMPLOYEE'S POSITIVE CONFIRMED TEST RESULT.....	89
IX.	SPECIMEN COLLECTION AND LABORATORY PROCEDURES.....	89
X.	COMMON MEDICATIONS WHICH MAY ALTER OR AFFECT A DRUG TEST.....	89
XI.	CHALLENGES TO TEST RESULTS	90
XII.	CONFIDENTIALITY/EMPLOYEE SAFEGUARDS.....	91
XIII.	THE TOWN OF ORANGE PARK'S COMMITMENT TO EDUCATING ITS WORKFORCE REGARDING SUBSTANCE ABUSE.....	91
XIV.	CERTIFICATE OF AUTHORIZATION	93
XV.	CERTIFICATE OF ACKNOWLEDGMENT	94
XVI.	NOTICE OF DRUG SCREEN.....	95

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

biphetamine, 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, Guaiatuss 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.