

RESOLUTION NO. 2009-360

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY AND FLORIDA COUNCIL OF INDUSTRIAL AND PUBLIC EMPLOYEES, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO, LOCAL UNION 2038 TO ESTABLISH A BENEFICIAL WORKING AND ECONOMIC RELATIONSHIP BETWEEN THE PARTIES BEGINNING OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2012, AND AUTHORIZING THE COUNTY ADMINSTRATOR AND THE CHAIR TO EXECUTE THE CONTRACT ON BEHALF OF THE COUNTY

WHEREAS, the Board of County Commissioners of St. Johns County (the "Board") and the Florida Council of Industrial and Public Employees, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, Local Union 2038 (the "Union") desire to establish a sound and beneficial working and economic relationship; and,

WHEREAS, both the Board and the Union have agreed to the contract to provide an orderly and peaceful means of resolving any misunderstanding and differences which may arise concerning rates of pay, wages, hours of employment, and other conditions of employment; and,

WHEREAS, both the Board and the Union understand that the County is engaged in furnishing essential public services, which vitally affect the health, safety comfort and general well being of the public and recognizes the need for continuous and reliable public service; and,

WHEREAS, the Board has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between the Board of County Commissioners of St. Johns County and the Florida Council of Industrial and Public Employees, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, Local Union 2038 and authorizes the County Administrator and the Chair of Board of County Commissioners to execute the Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of December, 2009.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Attest: Cheryl Strickland, Clerk

By:

By: Pam Halterman
Deputy Clerk

Ron Sanchez
Ron Sanchez, Chair

RENDITION DATE 12/16/09



ST. JOHNS COUNTY

COLLECTIVE BARGAINING AGREEMENT

LOCAL 2038

OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2012

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AGREEMENT

This agreement entered into this the _____ day of 2009 by and between St. Johns County of the State of Florida, hereinafter referred to as the "Employer" and Florida Council of Industrial and Public Employees, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, Local Union 2038 hereinafter referred to as the "Union".

WITNESSETH

It is the intent and purpose of this Agreement to establish a sound and beneficial working and economic relationship between the parties hereto; to provide an orderly and peaceful means of resolving any misunderstanding and differences which may arise concerning rates of pay, wages, hours of employment, and other conditions of employment. It is understood that the Employer is engaged in furnishing essential public services, which vitally affect the health, safety, comfort and general well being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE I
RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative in the matter of wages, hours and terms and conditions of employment, for the full-time, regular status employees in the department's classifications (position titles) set out in Article XXVI attached hereto and made a part of this agreement.

1.2 The Employer agrees there shall not be individual arrangements or agreements made with employees covered by this Agreement contrary to the terms of this agreement.

1.3 When the word "he" appears, it shall also apply to "she".

1.4 The Employer will inform the new employees of the existence of the Union.

1.5 The Employer agrees where a new employee is hired and his/her job pertains to the bargaining unit that said employees' supervisor will personally introduce the new employee to the department steward within forty-eight (48) hours.

ARTICLE II MANAGEMENT RIGHTS

2.1 Reservation of Rights

It is recognized that all management functions, 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 in the Employer. The exercise of any functions by the Employer shall not be contrary to the express provisions of this agreement.

2.2 General Understanding

Without limiting the provisions of Section 2.1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

1. Determine the qualifications for and to hire new employees
2. Determine the number of employees it shall employ, establish new jobs, abolish or change existing jobs, and increase or decrease the number of jobs provided that, if a job is abolished, the Employer will discuss, upon request, the effect, not the decision, of the job(s) being abolished, if the decision would result in the decrease in number of the bargaining unit
3. Determine what services it shall perform and the standard of performance for employees
4. Maintain order and efficiency in its operation
5. Determine the type of vehicles, machinery, and equipment to be used and by whom and when to be operated
6. Hire, layoff, assign, transfer, promote, demote, suspend, discipline, or discharge employees for just cause
7. Determine the method or methods by which it shall do business and the terms upon which its products and services shall be provided
8. Change the process by which work is carried out and done, the method of operation, the materials and equipment used in the operation, the products produced during the operation, and the schedules of operation
9. Determine its financial policy
10. Make rules and regulations governing the operation of its government and the conduct of its employees, which rules and regulations shall be obeyed by the employees
11. Determine the qualifications for and select its supervisory, clerical, professional, custodial, and management employees
12. Subcontract all or any part of its operation and, in its sole discretion, determine the time, nature, and extent of any such subcontracting
13. Transfer its operation or relocate its operation within the area in which it is presently operating
14. Establish as many shifts, not exceeding three, beginning at such times and for such length of time as the Employer shall in its discretion, deem adequate
15. Determine the work week and pay period
16. Establish reasonable time and quality standards within each classification for each work operation
17. Take whatever steps necessary to comply with the Americans with Disability Act and the Family and Medical Leave
18. Comply with Federal Law in regards to the rehiring of Military

2.3 The Employer reserves and retains in full and completely any and all management rights, prerogatives and privileges, except to the extent that all such rights, prerogatives and privileges are specifically limited by some express provision of the Agreement.

2.4 If, in the sole discretion of the Employer, it is determined that emergency conditions exist, including but not limited to civil disorders, hurricane conditions or similar circumstances, the provisions of the Agreement may be suspended by the appropriate authority of the Employer during the time of the declared emergency.

ARTICLE III
DISCRIMINATION

3.1 The Parties agree that neither will interfere in any way with the right given by law to employees to participate in Union activities or not to participate in Union activities as they choose.

3.2 Neither the Employer, nor the Union shall discriminate against any employee because of race, color, creed, sex, national origin, health or disability.

ARTICLE IV
CHECK - OFF

4.1 The Employer agrees to deduct Union dues and assessments in an amount, certified by the Union, each pay period from the pay of employees, who authorize it. The total amount of deductions shall be submitted to the Financial Secretary of the Union within ten (10) days following date pay was issued by the Employer to the employees.

ARTICLE V
NO STRIKE

5.1 The Union agrees that it will not authorize any strike, work stoppage, slowdown or any form of interference with the operations of the Employer.

5.2 Any employee participating in or promoting a strike, work stoppage, slowdown or other similar form of interference with the Employer's operation, shall be subject to disciplinary action, up to and including discharge.

5.3 In the event of a strike, work stoppage or slowdown; a responsible representative of the Union will, after notification by the Employer that strikes exists, promptly and publicly disavow such strikes or similar interference with the operations of the Employer and order the employees back to work and attempt to bring about a prompt resumption of normal operations. The Union will notify the Employer within two (2) workdays after receipt of notice that a strike exists what action it has taken to comply with the provisions of this Article.

5.4 Failure by the Union to comply with Paragraph 5.3 of this Article shall immediately make this contract null and void.

ARTICLE VI
REPRESENTATION

6.1 The Employer will recognize six (6) stewards, appointed by the Union, one in Fleet Maintenance, one in Facilities Maintenance; one in Solid Waste; one in Traffic & Transportation and two in Road and Bridge.

6.2 The Employer will recognize a grievance committee appointed by the Union, which shall consist of not more than two (2) employees and the President or Vice President of the Local Union.

6.3 The Union shall notify the Employer in writing of the names of all officers, stewards, grievance committeemen and alternates, or any changes prior to the effective date of their assuming duties of their respective office.

6.4 The Union shall not engage in solicitation of any kind including solicitation of membership during working hours.

6.5 In the event of a significant increase in personnel or formation of additional Departments, the number of six (6) stewards can be increased by mutual agreement to allow representation of the Department.

6.6 The President and Vice President, Recording Secretary, Treasurer, Financial Secretary and Stewards shall have super seniority for the purpose of layoff and recall only.

ARTICLE VII
UNION BUSINESS

7.1 The President of the Union or his/her designee shall be granted time off by his/her supervisor or his/her designee to conduct Union business which can only be conducted during working hours, provided a written request is submitted prior to the time off period and such absence would not unduly hamper the operation where such officer is employed. In emergencies, the request may be submitted orally and later confirmed in writing.

7.2 Each employee covered by this Agreement may donate four (4) hours or more of his annual leave (vacation) toward a Union business pool of time which may be drawn upon at the discretion of the Union. Donations of time to this pool must be increments of four (4) hours and offers of donation to be in writing to the County Administrator.

7.3 Charges against the Union business pool time, as provided above, shall only be made when approved by the President or Vice President of the Union.

7.4 If the Union business pool time should become depleted, anyone engaged in Union activities during the required working hours shall make arrangements in accordance with the rules and regulations for this time off.

7.5 President, Executive Secretary or their designee of the Florida Council of Industrial and Public Employees, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, Local Union 2038 may with permission from the Employer enter upon the Employer's premises for the purpose of conducting legitimate business in connection with Unions representation of the employees. Such permission will not be unreasonably withheld.

ARTICLE VIII
RULES

8.1 All rules, regulations, policies and procedures of the Employer in effect on the effective date of the Agreement, shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify or delete said rules; regulations, policy or procedure, not in conflict with the terms of this Agreement rests with the Employer.

8.2 All rights, privileges, benefits and working conditions enjoyed by employees on the effective date of this Agreement, which are not included in the Agreement, will be presumed to be reasonable and proper and will not be changed arbitrarily, capriciously or unilaterally.

ARTICLE IX
BULLETIN BOARDS

9.1 The Employer shall provide the Union with suitable bulletin boards and the Union agrees that it shall use the bulletin boards only for union business. Such notices shall not be of a controversial or political nature.

9.2 Copies of all material or notices posted shall be submitted to the Employer, signed and dated by a Union officer.

ARTICLE X
HOURS OF WORK AND OVERTIME

10.1 Starting and ending times of work will be determined by the Employer regardless of which work schedule is utilized, as previously recognized in Article II, entitled "Management Rights". Should the Employer decide to change from the normal workweek described in 10.1, it will notify the Union one week prior to making any changes.

10.2 (A) All worked performed in excess of forty (40) hours in any one week shall be paid for at the rate of one and one half times the employee's regular rate of pay. Hours worked on Sunday will be paid at double time.

(B) Hours paid for holidays, funeral leave, and jury duty will be counted as hours worked for purposes of computing overtime. Hours paid for vacation will be counted as hours worked for overtime purposes provided vacation time was arranged with management at least one week in advance.

(C) Authorized sick leave will be counted as time worked for purposes of computing overtime, provided that in any case of suspected malingering, management may require satisfactory evidence to verify such illness or injury.

(D) Any other time off due to unusual or extenuating circumstances will be dealt with individually, entirely by management on a case by case basis.

10.3 Employees may be required to work an irregular week; however, except in cases of sickness or other emergencies, a ten-day notice must be given to the employee. No employees will be required to work both a Saturday and Sunday as part of an irregular workweek, unless an agreement was made at the time of employment for such work, or the employee is a custodial worker. An irregular workweek shall consist of a forty-hour workweek that does not fall between Monday through Friday.

10.4 There will be radio contact available for emergency use for employees working in outlying or secluded areas.

10.5 An overtime roster will be established in each department. Overtime work should be on a rotation basis. When an employee refuses overtime hours or has worked after being asked from the list, his/her name shall be placed at the bottom of the list.

10.6 The supervisor or foreman will use full-time employees within their departments. If no one is available or wants to work, full-time employees from another department may be called. If there are no full-time employees available, a part-time employee may be used.

ARTICLE XI
SENIORITY

11.1 Seniority is defined as an employee's continuous uninterrupted length of service with the Employer, commencing with his/her last date of hire.

11.2 All employees shall be regarded as probationary employees during the first six (6) months of continuous employment during which time such employees may be laid off, discharged, transferred or disciplined with or without cause and without recourse to the grievance procedure. Provisions as to seniority shall not apply to probationary employees.

11.3 An employee's continuous service with the Employer shall be considered as having been broken if the employee: (a) quits; (b) is discharged for just cause; (c) fails to return from an authorized leave of absence; (d) is absent due to a lay off for more than one year; (e) is retired; (f) absent because of conviction of or pleads no contest or guilty to a felony.

11.4 In the event of a reduction of work force or elimination of a position, seniority within the Bargaining Unit and ability of the employee shall govern, as determined by the Department Manager. Lay-offs shall begin with those employees having the least seniority. "Bumping", a reassignment of duties into a lower position, based on seniority, shall be allowed. Employees shall be recalled in the inverse order of layoff.

11.5 Temporary or Part-time employees will not perform any Bargaining Unit work in excess of one hundred and twenty (120) days. Temporary assignment will not be extended beyond the one hundred and twenty (120) days unless by mutual agreement of the parties.

ARTICLE XII
VACANCIES - PROMOTIONS

12.1 The Employer shall post a notice of vacancies or new positions created within five (5) working days following the occurrence of the vacancy or new position created. Employees shall be given seven (7) working days in which to make application to fill the vacancy or to fill the new position created. An employee on vacation or sick leave wishing to bid on the vacancy shall be given the opportunity to do so, if he/she so desires, and cannot be contacted during his/her vacation or illness, within ten (10) working days.

12.2 (A) The employee within the bargaining unit, with the qualifications and greatest seniority making application for the vacancy or the new position created shall be given the opportunity to perform the job within ten (10) working days.

(B) Pay increases will not be effective until the beginning of the following pay period after the ten (10) working days probation period has been completed.

(C) An employee awarded a posted position that carries a pay grade lower than their present pay grade shall be demoted to the top of the new pay grade if their present salary is above the top of the new pay grade.

(D) The Employer will give the Union a written decision.

12.3 Assignment of Crew Chief Duties:

(A) If there are several positions in the same class located in the same unit, one of the positions may be assigned Crew Chief duties, provided:

1. That position is assigned duties and responsibilities of a limited nature in addition to the normal assignments of the position.

ARTICLE XIII
TEMPORARY TRANSFERS

13.1 An employee temporarily transferred to a position with a higher wage range shall be paid at the minimum of the higher wage range or 10% whichever is greater.

13.2 An employee temporarily transferred to a position in the same wage range or a position on a lower wage range shall be paid at the same level in the wage range as he/she previously received.

13.3 It is understood that a temporary transfer shall not exceed thirty (30) days, unless agreed between the Union and management in writing.

13.4 Notwithstanding any other provisions of the Agreement, the Employer may assign to any employee work which is not normally performed by the employee wherever or whenever it is reasonable to do so in the opinion of the Employer and either practical for the purpose of efficient operation, or necessary to eliminate standby time, or in case of emergency.

ARTICLE XIV
HOLIDAYS

14.1 The following days or days in lieu thereof shall be recognized as holidays without wage deduction:

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day

14.2 Employees required to work on a holiday will be paid at the rate of one and one half (1 ½) times their regular hourly rate of pay for each hour worked in addition to their holiday pay.

14.3 Only full-time employees shall be eligible for holiday pay and they must have worked on their last regularly scheduled workday immediately preceding and immediately following the holiday unless excused by the Department Head. A holiday will be paid as an eight (8) hour day unless otherwise specified in the Administrative Code.

14.4 If any of the listed holidays fall upon a Sunday, the Monday following shall be observed as the holiday. If any of the listed holidays fall upon a Saturday, the Friday preceding shall be observed as a holiday. An employee who works an irregular workweek shall be given the holiday preceding or following their normal day off.

14.5 All employees will be given their birthday off in accordance with the policy outlined in the County Administrative Code. The birthday will be paid in accordance with the number of hours paid for the employee's regularly scheduled work day. Birthday pay will not be counted as hours worked for purposes of computing overtime.

ARTICLE XV
VACATIONS

15.1 Annual vacations with pay shall be granted to eligible full-time employees on the following basis: for service of more than one (1) year, vacation time shall accrue at the following:

<u>Years of Continuous Service</u>	<u>Length of Vacation Each Year</u>
0 year - less than 03 years	10 working days a year
3 years - less than 10 years	15 working days a year
10 years - less than 15 years	20 working days a year
15 years - less than 20 years	25 working days a year
Over 20 years	30 working days a year

Vacation leave shall be granted to new employees upon completion of the (6) six month probationary period with the County.

For all Bargaining Unit employees hired after January 1, 1997, the following vacation schedule shall apply:

0 year - less than 3 years	10 working days a year
3 years - less than 10 years	15 working days a year
10 years - and over	20 working days a year

15.2 Vacation leave shall be accrued on the basis of continuous service, including periods of paid absence time. Authorized leave of absence without pay in excess of twenty (20) working days and periods of layoff shall not qualify as service time.

15.3 The rate of vacation pay shall be the employees regular straight time rate of pay in effect for the employees regular job on the payday immediately preceding the employee's vacation period, computed on a forty (40) hour work week.

15.4 Vacations will be granted as reasonably as possible, in accordance with employee preference and in line of seniority, but the allotment of vacation dates shall be within the sole discretion of the County to assure orderly operation. A thirty (30) day notice requesting a vacation shall supersede an employee with seniority.

15.5 Use of vacation leave will not be permitted prior to the time it is earned and credited to the employee and is only used with the prior approval of the Department Head.

15.6 Unused vacation leave may be accumulated to a maximum of 240 hours.

15.7 Absence on account of a valid sickness in excess of accrued sick leave may, at the request of the employee and with prior approval of the County, be charged against vacation leave allowance.

15.8 An employee who leaves the services of the County shall be paid for unused earned vacation up to 240 hours.

15.9 If a holiday for which the employee is entitled to holiday pay falls within an employee's vacation, the employee's vacation leave will not be charged for said holiday.

15.10 An employee, after completion of one year of employment, may be paid in lieu of taking vacation time off up to a maximum of 40 hours per fiscal year for emergency situations only, and at the discretion of the County Administrator.

ARTICLE XVI
SICK LEAVE

16.1 Sick leave is an authorized absence of an employee by the Employer from employment because of a bona fide disease, illness or injury and includes necessary time to keep scheduled medical, dental and related appointments.

16.2 For every eighty (80) hours worked, an employee (full-time) will be credited with 3.6923 hours sick leave. Sick leave may be accumulated up to 1200 hours.

16.3 Sick leave with pay may be granted to a regular status employee who has accumulated the necessary sick leave credit and who otherwise meets the requirements of sick leave with pay.

16.4 Sick leave with pay will be granted to a regular status employee:

- Who is a patient in a hospital or convalescent or nursing facility.
- Who has scheduled medical, dental or related appointments, which he/she must go to.
- Who is certified by a licensed physician as unable to work due to disease, illness or injury.
- For a period not to exceed forty (40) hours when his/her attendance is absolutely necessary so as to care for a member of his/her immediate family (spouse, child, step or foster child) who is ill, diseased or injured.
- Who has reported for work but in the judgment of his/her supervisor is unable to work due to disease, illness or injury, or;
- Who, in the judgment of his/her supervisor, is unable to work due to his/her personal bona fide illness, disease, or injury. In exercising such judgment, the supervisor may require a physician's certificate.

16.5 Absences because of bona fide disease, illness or injury, may if the employee has no accrued sick leave, be charged against vacation leave earned and credited to the employee, upon request of the employee and approval of the Employer. Other sick leave absences will be without pay.

Forfeiture of Unused Sick Leave

16.6 An employee who separates from County government with less than six (6) years of creditable service forfeits and is not paid for all unused sick leave credits. Furthermore, an employee forfeits and is not paid for unused sick leave credits even though he or she has completed six (6) years of creditable County service if the employee:

1. Pleads nolo contendere to or is found guilty in a court of competent jurisdiction of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with County employment;
2. Has admitted to committing, aiding, or abetting any embezzlement, theft or bribery in connection with County government;
3. Pleads nolo contendere to or is found guilty in a court of competent jurisdiction of having violated any state law; or
4. Is discharged by the County.

The only conditions under which an employee is paid for unused sick leave credits are:

1. The employee has completed more than six (6) years of creditable County service and he or she separates from County government for other than disability reasons, discharge or death.
2. In the case of the employee's death, payment for accrued sick leave credits will be made to the employee's estate, or as otherwise provided by law.
3. In the event of a reduction of work force or the elimination of a classification resulting an involuntary lay-off, the six (6) year employment rule is waived and affected employees shall receive payment for accrued

sick leave credits in accordance with the formula listed below.

An employee who is eligible for payment of sick leave credits is compensated at the employee's regular hourly rate of pay for one-fourth of all unused sick leave credits accrued, not to exceed 300 hours of sick leave. All such payments for unused sick leave credits will be made in a lump sum. This payment is not considered as a salary payment and will not be used in determining the average final compensation of an employee in any County administered retirement system.

Sick Leave Pool

16.7 Nothing in the foregoing section is to be construed as a limitation on an eligible County employee to use or participate in the St. Johns County's Sick Leave Pool Plan as established by the Board of County Commissioners. Information regarding the requirements for eligibility and the use of the Sick Leave Pool can be obtained from the Personnel Department during regular office hours.

ARTICLE XVII
WORKER'S COMPENSATION

17.1 All workers' compensation premiums are to be paid by the Employer.

17.2 Any regular employee of the Public Employer who is temporarily disabled, as a result of any injury received in the course of employment with the Public Employer shall be entitled to be compensated as provided herein. Said employee shall receive from the Public Employer the amount to which he/she is entitled under the Worker's Compensation Law. The balance of the employee's regular pay may be reached by using accumulated sick leave first and vacation second, if necessary.

17.3 Sick Leave shall not be charged for the first seven calendar (7) days of a Worker's Compensation injury, and the employee will be paid for the first seven (7) days.

17.4 Any provisional, probationary, or part-time employee who is temporarily totally disabled from the result of an injury received in the course of employment with the Public Employer, may receive only the benefits to which he/she is entitled under the Florida Worker's Compensation Law, or such benefits above legal requirements as the Public Employer may deem reasonable.

17.5 Where injury is caused by the knowing refusal of a bargaining unit employee to use a safety appliance provided by the Public Employer, the worker's compensation benefits shall be reduced twenty-five percent (25%). Failure to obey safety regulations or to use safety devices shall result in disciplinary action, up to and including discharge.

17.6 Any injured bargaining unit employee who refuses to submit to substance abuse testing forfeits any medical and indemnity benefits he/she would otherwise be eligible for under the Worker's Compensation law. Further, a bargaining unit employee who submits a confirmed positive test result under the substance abuse testing rules forfeits his/her eligibility for medical and indemnity benefits under the Worker's Compensation law.

17.7 An employee's leave entitlement under the federal Family and Medical Leave Act will run concurrently with a worker's compensation absence when the injury is one that meets the criteria for a serious health condition under the Act.

ARTICLE XVIII ALCOHOL AND DRUG TESTING POLICY

Effective Date

This Policy was adopted August 1, 1995 for all employees not covered by a collective bargaining agreement. Employees covered by a collective bargaining agreement should refer to the agreement for an effective date.

Alcohol and Drug Testing

The St. Johns County Board of County Commissioners 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. This policy is pursuant to the drug testing amendment to the Florida Worker's Compensation Law, the Worker's Compensation Drug Testing Regulations, Fla. Admin. Code 38F-9, Florida traffic and safety laws for commercial motor vehicles, F.S. 316.302, the Omnibus Transportation Employee Testing Act of 1991, and the Department of Transportation Controlled Substances Testing Regulations, 49 C.F.R. part 382 and part 40 (collectively referred to as "Applicable Law"). The County's primary concern is to protect the health and safety of its employees and the general public. In addition, the County wishes to qualify for the Workers' Compensation premium discount provided under Fla. Stat. 627.0915 and the irrefutable presumption of intoxication provided under Fla. Stat. 440.09 and 440.101 with respect to employees who test positive for alcohol or illegal drug use following an on-the-job injury.

Unlike many other debilitating and life threatening afflictions, substance abuse usually begins voluntarily. Furthermore, substance 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, substance abuse can affect employee safety and robs government of time, productivity and profitability.

This policy is designated to provide you with information to understand and recognize substance 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 County employment.

Definitions

For the purpose of construing the St. Johns County Drug and Alcohol Testing Policy, the following definitions apply:

1. Accident/Injury - 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 - the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl isopropyl alcohol.
3. Alcohol Use - the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
4. Collection Site - a place where individuals present themselves for the purpose of providing a specimen to be analyzed for the presence of drugs or alcohol.
5. Commercial Driver - 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.
6. Commercial Drivers License or "CDL" - a Class A, Class B, or Class C driver's license issued in accordance with the requirements of Chapter 322, Florida Statutes.

7. Commercial Motor Vehicle - a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
- 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
 - Has a gross vehicle weight rating of 26,001 or more pounds; or
 - Is designed to transport 16 or more passengers, including the driver; or
 - 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.
8. Confirmation Test - for alcohol testing means a second test, following a screening test that provides quantitative data of alcohol concentration. For controlled substances testing confirmation test means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. The confirmation test for controlled substances will generally be gas chromatography/mass spectrometry (GC/MS).
9. Controlled Substance - is synonymous with the term "drug" as defined herein.
10. Drug - alcohol, including distilled spirit, wine, a malt beverage or an intoxicating liquor, a cannabinoid, marijuana (THC metabolite), cocaine, opiates, amphetamines, phencyclidine (PCP) hallucinogens, methaqualone, barbiturates, benzodiazepines, a synthetic narcotic, a designer drug or a metabolite of any of the substances listed in this paragraph.
11. Drug Rehabilitation Program - a service provider that provides confidential, timely, and expert identification, assessment and resolution of employee drug abuse.
12. Drug Test - 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.
13. Employee - a person employed by St. Johns County who is covered by the requirements of this Policy.
14. Employee Assistance Program - an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall, in all cases, be provided by service providers pursuant to Section 397.311(28), Florida Statutes.
15. Employer refers to St. Johns County.
16. GC - gas chromatography. "GC/MS" means gas chromatography/mass spectrometry.
17. Initial Drug Test - a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care

Administration as such more accurate technology becomes available in a cost-effective form.

18. Job Applicant - a person who has been offered a position with St. Johns County that is covered by this Policy, conditioned upon meeting the requirements of the Drug and Alcohol Testing Policy
19. Laboratory - 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 or alcohol as defined herein.
20. Medical Review Officer or "MRO" - a licensed physician, employed with or under contract to the 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 confirmed positive test result in relation to the employee's medical history and any other relevant bio-medical information.
21. Nonprescription Medication - 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.
22. Prescription Medication - a drug or medication obtained pursuant to a prescription.
23. Reasonable Suspicion - an articulable belief that an employee possesses or uses drugs or alcohol in the workplace, or is intoxicated or impaired by drugs or alcohol, based on specific and particularized 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.
24. "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/she has received notice of this Policy; or (3) engages in conduct that clearly obstructs the testing process.
25. Safety-Sensitive Function - means a position in which drug 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 395.2, Paragraphs (1) through (7) and Section 440.102 (1)(0), Florida Statutes.
26. Screening Test, "Initial Test"- in alcohol testing means an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his/her system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.
27. Specimen - a breath, blood or urine sample of the human body capable of revealing the presence of alcohol or drugs or their metabolites.

Notice of Implementation of the St. Johns County Drug and Alcohol Testing Policy

The implementation of the Drug and Alcohol Testing Policy, contained within the confines of this document, constitutes general notice to all employees of St. Johns County that each employee is required, as a condition of employment or continued employment, to fully comply with the provisions of the Drug and Alcohol Testing Policy, and to fully cooperate with the implementation and enforcement of the Policy, including execution of the necessary authorization forms. All employees shall receive a copy of and be asked to read the Drug and Alcohol Testing Policy, and will be required to sign a statement indicating their understanding of the Policy (Exhibit A).

All employees will be notified that in compliance with the "Drug Free Workplace Act of 1988" that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. Furthermore it will be known by all employees that if convicted of a drug statute violation occurring in the workplace, they are to report such to the county in writing no later than five days after such a conviction. All employees must abide by the terms of the Drug Free Workplace policy statement as a condition of employment.

If an employee voluntarily or on request by St. Johns County, prior to an incident, seeks medical treatment or rehabilitation for substance abuse, St. Johns County will grant that employee one time medical leave of absence for treatment. An employee request for medical treatment or rehabilitation will only be considered prior to an incident. Such a request will not be an option once the employee has tested positive for substance abuse. The St. Johns County health insurance, or the Employee Assistance Program, up to Policy limits, will cover such treatment. During such time as an individual is enrolled in a rehabilitation program, St. Johns County shall attempt to maintain a position for that employee upon his/her successful completion of the program. However, St. Johns County 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, St. Johns County 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.

Prohibited Conduct

St. Johns County strictly prohibits its employees from being on duty and possessing, using, distributing or being under the influence of alcohol or any drug not prescribed for the employee. Further, St. Johns County 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 County.

Any employee unable to provide a sample will be deemed to have refused to submit to testing. Upon the recommendation of St. Johns County's certified health care laboratory, the employee will be allowed a two-hour period with eight ounces of water per thirty minutes in order to provide the sample.

Employees violating this policy will be disciplined up to and including termination of employment.

Job Applicant Testing

St. Johns County requires all individuals employed by the County to be free of alcohol and controlled substances. All finalists for positions with the County will be offered employment contingent upon satisfactory results of a drug test. No applicant will be tested until after receiving a conditional offer of employment. Applicants who refuse to be tested will not be considered for employment and their conditional offer will be withdrawn.

All job applicants' prospects of employment with St. Johns County will be conditioned upon their being qualified for work. Any job applicant who tests positive for controlled substances, or whose test results indicate an alcohol concentration of 0.04 or greater will not be considered qualified for employment with St. Johns County.

All employment candidates shall 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 Office the use of any prescription or non-prescription medicines which may alter their test results. Additionally, applicants may consult with a Medical Review Officer for any further technical information regarding such medications.

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

Types of Testing

St. Johns County reserves the right to conduct the following types of testing:

1. Job Applicant Substance Abuse Testing.
2. Current Employee Substance Abuse Testing;
 - Routine Fitness-for-Duty Testing;
 - Reasonable Suspicion Testing;
 - Post-Accident/Injury Testing;
 - Random Testing
 - Return-to-Duty Testing
 - Follow-up Testing.

The scope and description of each particular category of testing that the St. Johns County Substance Abuse Policy encompasses is elicited in further detail below:

Current Employee Testing

In addition to the above post-offer, pre-employment testing, St. Johns County will utilize the following categories of employment related testing for its employees.

Routine Fitness-For Duty Testing

St. Johns County will require all of its employees to submit to alcohol and 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.

Reasonable Suspicion Testing

St. Johns County will require all of its employees to submit to a controlled substances or alcohol test whenever there is reasonable suspicion to believe that an employee is under the influence of, or otherwise using alcohol or controlled substances. Reasonable suspicion requires an articulable belief by management that an employee possesses or uses controlled substances or alcohol at the work place and is either intoxicated or impaired by such substances. The Employer's determination that reasonable suspicion exists must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, and speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances.

The standard for reasonable suspicion testing does not require an overwhelming burden of proof. Generally, where supervisors can reasonably conclude that there are objective facts indicative of the use of prohibited substances, there is sufficient justification for testing. Among other things, such facts and inferences may be based upon:

- Observable phenomena while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of drugs.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A report of drug use, provided by a reliable and credible source.
- Evidence that an individual has tampered with a drug test during his/her employment with St. Johns County.
- Information that an employee has caused, contributed to, or been involved in an accident while at work.
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on St. Johns County premises or while operating St. Johns County equipment, vehicles or machinery.

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 County official who is trained in such observations as provided herein. 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 workday 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 has ceased performing such functions. St. Johns County 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 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 the time frame will be prepared and maintained. With respect to controlled substances, reasonable suspicion testing of commercial driver's license holders, a written record shall be made of the observations leading to the test, signed by the supervisor or County 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.

St. Johns County will require employees who are promoted or transferred to or who assume positions within the County requiring the operation of a motor vehicle to submit to drug and alcohol testing prior to the commencement of that position.

St. Johns County has the right to search lockers, handbags, lunch boxes, or other containers at any time provided there is reasonable suspicion to believe that an employee possesses or is under the influence of drugs. An employee's refusal to cooperate with a search will be treated as serious insubordination that warrants immediate discipline including discharge.

3. Post-Accident Testing St. Johns County will require substance abuse testing for any employee involved in an accident while on duty, whether on or off the County premises. An accident does not just have to involve a vehicle. It could be an injury to self or unexplained damage to equipment or property.

If an employee possessing a CDL has a vehicular accident while operating one of the County's commercial vehicles, that employee must be tested for alcohol and controlled substances, as soon as practicable, if the accident involves 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. No employee shall drive a County vehicle or perform safety-sensitive duties while awaiting drug-screening results.

Due to the fact that St. Johns County's concern for its workforce is paramount, it may be necessary to administer appropriate medical treatment prior to obtaining specimens for post-accident 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 specimen. 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.

All employees who are subject to post-accident testing shall remain readily available for such testing unless medically unable to do so. If they do not remain available for such testing, they will be deemed to have refused to submit for testing, as provided herein. As stated above, nothing in this Policy shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

4. Random Testing St. Johns County reserves the right to conduct random substance abuse testing on any

or all of its employees engaged in safety sensitive positions at any time without prior notice. Additionally, St. Johns County employees who hold commercial drivers licenses shall also be subject to random alcohol testing to the extent that a minimum of 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 25 percent of the average number of commercial driver positions 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 has ceased performing such functions, whereas random drug testing on employees holding a CDL can be performed at any time. By contrast, all other County employees (who do not hold a CDL) in safety-sensitive positions may be randomly tested at any time.

The selection of employees with commercial drivers licenses for random alcohol and controlled substance 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. All other random testing on employees, who do not hold a CDL, may be performed upon the basis of any selection procedure St. Johns County chooses to implement.

All random tests conducted under this provision will be unannounced. The dates for administering random alcohol and controlled substance tests will be spread reasonably throughout the calendar year.

5. Return-to-Duty Testing Any covered employee who has engaged in conduct prohibited by Section VII of 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 or alcohol test. For employees holding commercial drivers license, the results for any return-to-duty alcohol test must be 0.02 or less for the employee to resume employment. For employees who do not hold commercial drivers licenses, the alcohol test result must be less than 0.04, in order to return to work. For both employees who hold commercial drivers licenses and those who do not, the results of any return-to-duty controlled substance test must be negative in order to resume employment.

Specimen Collection and Laboratory Procedures

St. Johns County 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 and 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. St. Johns County assumes no responsibility for specimen collection or transmittal errors incurred by the collection site, the laboratory or their respective staffs. St. Johns County will pay the cost of all 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.

Common Medications Which May Alter or Affect a Drug or Alcohol 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, Biphphetamine, Desoxyn, Dexedrine, Didrex.
COCAINE	Cocaine HCl topical solution (Roxanne).
PHENCYCLIDINE	Not legal by prescription.
METHAQUALONE	Not legal by prescription.
THC	Not legal by prescription.
OPIATES	Paragoric, Parepetolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine 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, Tranexen, Valium, Halcion, Paxipam, Restoril, Centrax.
METHADONE	Dolophine, Methadose.
PROPOXYPHENE	Darvocet, Darvon N, Dolene, etc.

Penalties for an Employee's Positive Confirmed Test Results

St. Johns County reserves the right, at its sole discretion, to terminate or not to employ any employee/person who submits confirmed positive drug or alcohol test results and/or confirmed positive alcohol results which exceed acceptable thresholds. In addition, employees found to have engaged in conduct in violation of Section VII 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. Further, such an impaired employee forfeits his/her eligibility for medical and indemnity benefits under the Workers' Compensation Act.

Challenges to Test Results

Within five (5) working days after receiving written notice of a positive confirmed test result, all employees (with the exception of commercial drivers who are tested for drugs under this Policy) or applicants may contest or explain the result to a Medical Review Officer. If the explanation or challenge of the positive test result is unsatisfactory to the Medical Review Officer, the Medical Review Officer shall report a positive test result back to St. Johns County.

Within five (5) working days after receipt of a positive confirmed test from the Medical Review Officer, St. Johns County 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 written information to St. Johns County explaining or contesting the test result, and explaining why the result does not constitute a violation of St. Johns County Policy. If an employee's or job applicant's explanation or challenge of the test result is unsatisfactory to St. Johns County within fifteen (15) 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. St. Johns County will keep all such documentation confidential to the extent permitted by law.

Confidentiality/Employee Safeguards

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

St. Johns County, 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.

St. Johns County's Commitment to Educating Its Workforce Regarding Substance Abuse
St. Johns County 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, St. Johns County will maintain a resource file of providers of employee assistance including alcohol and drug abuse programs, mental health 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, St. Johns County 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 consequences of the misuse of alcohol and drugs.

ARTICLE XVIV FAMILY AND MEDICAL LEAVE ACT POLICY

Eligible Employees

Employees of St. Johns County who have worked for the County for at least 12 months and have worked at least 1,250 hours during that time may be entitled to a total of 12 work weeks of leave during any 12-month period when leave is taken for one or more of the following circumstances:

- The birth of a son or daughter of an employee and to care for the child;
- The placement of a son or daughter with an employee for adoption or foster care;
- To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition; or
- The employee is unable to perform the functions of the position because of the employee's own serious health condition.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care at a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider.

In the case of the birth or placement of a child for adoption or foster care, the employee's entitlement to leave expires at the end of the 12-month period beginning on the date of the birth or placement.

Where both spouses work for the County, their total leave in any 12-month period is limited to 12 weeks if leave is taken 1) for the birth or adoption of a child or 2) to care for a sick parent.

Intermittent or Reduced Schedule Leave

When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition, either an employee's own or that of a family member. Intermittent or reduced leave schedule is not available for the birth or placement of a son or daughter.

Employees seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates on which treatment is expected and the duration of the treatment. Employees are also required to give the County, through the Personnel Department, thirty- (30) day's notice or as much notice as is practicable of their intentions.

In the event an employee requests intermittent or reduced schedule leave due to a family member's or the employee's own serious health condition, the employee may be transferred by the County to a temporary alternative job for which the employee is qualified and which better accommodates the County's needs and that of the employee.

Notice

A minimum of thirty (30) days advance notice of an employee's intent to take leave is required when it is foreseeable because of:

- The expected birth of a baby;
- The expected placement of a child for adoption or foster care;
- Planned medical treatment for a son, daughter, spouse, or parent with a serious health condition; or
- Planned medical treatment in case of the employee's own serious health condition.

If leave has to begin in less than thirty (30) days as a result of one of the above-referenced circumstances, the employee still must provide the County, through its Personnel Office, with advance notice as is practicable.

Notice must be provided in writing to the Personnel department of the County. When notice is not given in these circumstances, the employee will be considered to have taken "unauthorized leave" and subject to appropriate disciplinary action.

Certification

When leave is requested based on a family member's or employee's own serious health condition, the employee must provide, in writing, a medical certification of the condition and the need for leave from the employee's health care provider within ten (10) days of the written request for leave. This certification must contain:

1. The date the serious health condition began;
2. The probable duration of the condition;
3. The appropriate medical facts regarding the condition, which are within the knowledge of the health, care provider;
4. Where leave is based on care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that the need will continue;
5. Where leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his or her job; and
6. Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that treatment is expected to be given and the duration of the treatment.

This certification will be treated as a confidential medical record and information will be disclosed only on a strictly need-to-know basis, unless otherwise required by Florida Law.

Use of Paid Leave

Accrued paid leave can be elected as follows:

- Accrued paid vacation, personal, or family leave for birth, placement or to take care of a sick family member; or
- Accrued paid vacation, personal, or medical leave to take care of a sick family member or because of the employee's own serious illness.

Recertification

An employee who has taken leave because of a serious health condition or that of a family member is required by the County to obtain subsequent written recertification of the medical condition every five (5) weeks during the duration of the condition. The County also requires employees on leave under this provision to report periodically, in writing, at least every two- (2) weeks on his or her status and the intention of the employee to return to work. Failure of the employee on leave to report periodically on his or her status may subject the employee to discipline for unexcused absences.

Restored Employment

Eligible employees who comply with all provisions of this Policy and who return from family and medical leave have the right to return to the job position that they held when they went on leave, or they may be placed, in the discretion of the County, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. While on leave, eligible employees will retain all accrued benefits. Restored employees, eligible employees returning from family and medical leave, are not entitled to accrue seniority or employment benefits during any period of leave. Restored employees are not entitled to any right, benefit or position of employment other than any to which they would have been entitled had they not taken the leave.

As a condition to restoring an employee whose leave was based on the employee's own serious health condition, each returning employee is required to provide, in writing, to the Personnel Department a certification from the employee's health provider stating that the employee is able to resume work.

Maintenance of Benefits

The County will maintain group health plan coverage for employees on family and medical leave for the duration of the eligible employee's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.

In the event an employee fails to return to work after the period of leave expires, the County may recover any premiums the County paid for coverage during the leave period. Such recovery can be taken from any benefits or wages owed by the County to the employee.

In the event, however, that the employee fails to return to work for a reason other than the continuation, recurrence or onset of a serious health condition of a family member or that would otherwise entitle the employee to take leave, or due to other circumstances beyond the control of the employee, the County will not attempt to recover such premiums. In this circumstance, the employee is required to provide, in writing to the Personnel Department, a certification from the employee's health care provider to that effect.

ARTICLE XX
BEREAVEMENT PAY

20.1 Any employee may be granted up to three (3) days off with pay if any member of his/her immediate family dies.

20.2 Immediate family will be husband, Wife, Child (stepchild or foster child), Father, Mother, father-in-law, mother-in-law, Brothers and Sisters, and Grandparents of either husband or wife.

20.3 Upon written request, more than three (3) days off may be granted.

20.4 In the event that the funeral of the deceased is more than 500 miles from the City of St. Augustine, then five (5) days paid bereavement leave may be granted.

ARTICLE XXI
JURY LEAVE

21.1 Any employee who is summoned to Jury Duty or subpoenaed or summoned to appear in court as a witness, will be granted Administrative leave and will be paid at his/her regular rate of pay during such absence. If the length of service exceeds (3) three days, the juror must submit their reimbursement compensation from the courts to the Personnel Department in order to be paid during such absence. Any mileage incurred by the employee while serving on Jury Duty will be reimbursed at the current approved rate for mileage reimbursement paid by the courts.

ARTICLE XXII
LEAVE OF ABSENCE

22.1 All requests for a leave of absence must be in writing and approved by the Employer.

22.2 Upon request, the Employer agrees to allow any Union officer or delegate a leave of absence to attend any Union meetings that may be requested.

ARTICLE XXIII
GRIEVANCE PROCEDURE

23.1 A grievance is defined as a dispute over the application, or interpretation of this Agreement. An earnest effort shall be made to adjust such grievances immediately in the following manner.

Step 1 An employee or group of employees having a matter for which they feel aggrieved shall within three (3) days of occurrence of the incident which gave rise to the grievance, accompanied by the Union steward, take the matter up with their foreman. If the matter is not settled within three (3) working days after the discussion with the foreman, the matter shall become a grievance and must be reduced to writing immediately after the discussion.

Step 2 Within three (3) working days from the date the grievance is put in writing, it shall be discussed between the aggrieved employee or employees, the steward, the foreman, the department superintendent and the Department Director. Within five (5) working days after such Step II meeting the Department Director or his/her designee will indicate in writing whether the grievance is granted or denied. If the matter is not settled following this Step II discussion, Step III shall apply.

Step 3 Within five-(5) working days from the written decision in Step II the aggrieved employee or group of employees, and union representative may refer the written grievance to the County Administrator. A Step III meeting shall be held within ten (10) working days after the referral. Within ten (10) working days after such Step III meeting the County Administrator or someone designated by him shall make known his decision in writing to the union representative.

23.2 The time limits herein may be extended by mutual written agreement.

23.3 If the Union is not satisfied with the decision rendered in Step III by the County Administrator, the grievance may be submitted for arbitration. The union shall, within ten (10) working days after the written answer given in Step III notify the Employer in writing of its intention to arbitrate the dispute.

23.4 Within ten (10) working days 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. By the flip of a coin it shall be decided which party shall strike one name until only one name remains. The remaining name shall be designated as the impartial arbitrator. The above striking procedure must be completed as soon as possible, but in no event later than ten (10) working days after receipt of the panel.

23.5 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.

23.6 The arbitrator shall not have the power to add to or subtract from or modify the Agreement by his/her interpretation thereof, or by implication confer a right or benefit upon an employee or abridge or curtail the Employer of any management rights reserved to it in this Agreement or by Florida Law.

23.7 Failure to comply with the time requirements or procedural steps of this article shall render the dispute null and void and no further action will be taken thereon. Failure on the part of the foreman, department superintendent or Director of Operations to render a decision within the time requirements herein shall result in the grievance being automatically passed on to the next step. Failure on the County Administrator's (or his designee) part to render a written decision within the time requirements herein, shall result in a decision in favor of the grievant.

23.8 The costs of arbitration, including the arbitrator's fee and expenses and hearing room accommodations, shall be born equally by the parties, except that each party shall pay the expenses of its own witnesses and other expenses it desired to incur.

23.9 If the subject of the grievance submitted to arbitration concerns disciplinary measures (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 are 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 unless specifically covered by the Agreement. If the arbitrator finds that the employee has not committed, participated in or is not responsible for the act of misconduct for which he/she had been disciplined, the arbitrator has the power to make the employee or employees whole including ordering back pay (less compensation received from any other source) for time lost and reinstatement when applicable.

ARTICLE XXIV
PENSION

24.1 Bargaining unit employees shall continue to participate in and be subject to the provisions of the Florida State Retirement System as all other employees of the County.

ARTICLE XXV
INSURANCE

25.1 The County will continue to pay the cost for insurance coverage to all bargaining unit employees at the same coverage levels as is provided to other County employees. The County shall encourage attendance by the Union at all County Insurance Committee meetings.

ARTICLE XXVI
WAGES AND CLASSIFICATIONS

26.1 All employees under this Agreement will be eligible for a pay adjustment in accordance with the guidelines established in the attached Pay Plan.

- 26.2 The Pay Plan including position titles, pay grade, and pay schedules shall be reviewed and updated annually.
- The step plan shall be adjusted annually in its entirety, based on budgetary constraints, as determined by the Board of County Commissioners, using the Consumer Price Index as of April 1st of each year as a guide.
 - No bargaining unit employee shall be paid at a salary rate greater than the maximum or less than the minimum established for his or her classification.

The pay plan shall be administered by the County in accordance with the following procedures:

1. New Employees
 - a. New employees will be appointed at the minimum rate established for their classification; however, the County may approve a rate higher than the minimum when the employee has exceptional qualifications or when qualified employees are unavailable at the minimum rate.
2. Promotion
 - a. When an employee is promoted to a position in a higher pay grade, the employee's present salary is multiplied by 5% and then inserted into the new pay grade at the next highest step, not to exceed the current year budgeted amount for the position unless otherwise approved by the Administrator.
3. Demotion.
 - a. Demotions shall fall into three categories; (i) Disciplinary Demotions, (ii) Demotions requested by the employee, and (iii) Demotions due to restructuring or reorganizing where the employee's existing position is eliminated, but the employee is retained at a lower pay grade.
 - i. Disciplinary Demotions and/or pay reductions will be governed by terms determined during the disciplinary process.
 - ii. Demotions as a result of a voluntary request will result in the employee's present step level being carried forward into the new pay grade.
 - iii. Demotions due to restructuring or reorganizing where the employee's existing position is eliminated, but the employee is retained at a lower pay grade will result in the employee's new step level in the new pay grade being set at the next lower step from their existing salary. If the highest step in the lower grade is below the employee's salary in the pre-demotion pay grade, the employee will be placed in the highest step in the new pay grade. Under no circumstance will an employee be paid at a rate higher than the highest step in their pay grade.
4. Transfer
 - a. When an employee is transferred from a position in one pay classification to another position in the same pay classification, no change in salary shall be made because of such transfer.
5. There will be no salary increases given upon completion of the probationary period.
6. The probationary period must have been completed before the employee will be eligible for the annual merit increase.
7. Salary increases for the period covered by this Agreement shall be the same as for other County employees not covered by a Collective Bargaining Agreement.
8. The Employer agrees that there will be a wage opener in years two (2) and three (3) of this Agreement for the purpose of discussion of compensation under the Pay Plan.

GRADE	JOB TITLE
106	CUSTODIAL WORKER
107	MAINTENANCE WORKER I
107	AUTO SERVICE ASSISTANT
108	MOTOR VEHICLE OPERATOR I
109	MAINTENANCE WORKER II
109	AUTO SERVICE ASSISTANT II
110	VACUUM TRUCK OPERATOR I
110	MOTOR VEHICLE OPERATOR II
111	HEAVY EQUIPMENT OPERATOR I
111	MAINTENANCE WORKER III
112	HAZARDOUS WASTE TECHNICIAN I
112	SIGN TECHNICIAN I
112	TRADESWORKER I
112	MOTOR VEHICLE OPERATOR III
112	VACUUM TRUCK OPERATOR II
112	CREW CHIEF I
112	HEAVY EQUIPMENT OPERATOR II
113	MECHANIC I
114	HAZARDOUS WASTE TECHNICIAN II
114	TRAFFIC SIGNAL SPECIALIST
114	WAREHOUSE COORDINATOR
114	CREW CHIEF II
114	SIGN TECHNICIAN II
114	HEAVY EQUIPMENT OPERATOR III
114	VACUUM TRUCK OPERATOR III

114	HERB SPRAY APPLICATOR
115	MECHANIC II
116	CREW CHIEF III
117	MECHANIC III
118	TRADESWORKER II
118	TRAFFIC SIGNAL TECHNICIAN
120	SENIOR SIGNAL TECHNICIAN
120	TRADESWORKER III
122	ELECTRICAL COORDINATOR
122	FACILITIES MAINTENANCE SPECIALIST
122	TRADESWORKER IV

The above positions covered in this contract are located in the following departments:
 Facilities Maintenance (#0031), Facilities West Maintenance (#0093), Roads & Bridges (#1122), Fleet
 Maintenance Department (#1123), Traffic & Transportation (#1125), and Refuse-Landfill (#4401)

ARTICLE XXVII
DISCHARGE AND DISCIPLINE

27.1 No employee shall be removed, discharged, reduced in rank of pay, suspended or otherwise disciplined until he/she and the Union shall be furnished with a written statement of the charges and the reasons for such actions, within twenty-four (24) hours after Employer is aware of situation. Both parties can extend this time limit per mutual agreement.

27.2 Any official written reprimand shall be furnished to the employee outlining the reasons for the reprimand. The employee will be requested to sign any official reprimand. If the employee refuses to do so, this refusal shall be noted and placed in his/her personnel file. The employee may have an opportunity to submit a written statement responding to the reprimand. The employee's responding statement will be also entered in his/her master personnel file.

At management's discretion, disciplinary action may be administered to a lesser degree than called for, in the table listed below.

ACTION	1 ST OFFENSE	2 ND OFFENSE	3 RD OFFENSE
1. Willfully and knowingly falsifying personal or County records.	Discharge		
2. Habitually absent 3 times in a 30-day period. (Dr's note may be required.)	1 day off w/o pay	3 days off w/o pay	Discharge
3. Habitually tardy 3 times in a 30-day period.	1 day off w/o pay	3 days off w/o pay	Discharge
4. Being absent for 3 consecutive working days w/o proper notification	Discharge		
5. Engaging in horseplay, running, scuffling, throwing things or similar types of disorderly conduct.	1 day off w/o pay	3 days off w/o pay	Discharge
6. Threatening, intimidating, coercing, or interfering with fellow employees during working hours.	1 week off w/o pay	Discharge	
7. Making false, viscous or malicious statements concerning any employee or the County.	1 day off w/o pay	3 days off w/o pay	Discharge
8. Provoking or instigating a fight or fighting at any time during working hours or on County time.	1 week off w/o pay	Discharge	
9. Reporting for work while obviously under the influence of alcohol or drugs, if documented.	Discharge		
10. Leaving job or worksite during working hours without proper permission.	3 days off w/o pay	Discharge	
11. Sleeping on the job.	3 days off w/o pay	1 week off w/o pay	Discharge
12. Insubordination	3 days off w/o pay	1 week off w/o pay	Discharge
13. Theft or removing from County premises any County property without proper authorization.	Discharge		
14. Misusing, destroying or damaging any County property or employee's property through negligence or willfulness.	1 week off w/o pay	Discharge	
15. Violation of Safety Policy	1 day off w/o pay	3 days off w/o pay	Discharge
16. Failure to satisfactorily perform the duties of the position.	3 days off w/o pay	5 days off w/o pay	Discharge

ARTICLE XXVIII
EMPLOYEE PERFORMANCE EVALUATIONS

28.1 Statement of Policy

Written employee evaluations will be prepared annually, by the department head or supervisor. Employee evaluations are used for, but not limited to, the following:

1. To inform the employee of strong and weak points, as well as training needs and improvements expected.
2. To recognize the employee's potential for promotion.
3. To determine the employee's eligibility for merit salary advancements.
4. To determine employee satisfaction, work efficiency, and learning needs.

28.2 Procedures Required

All performance evaluations will be made by the employee's immediate supervisor and reviewed by a higher level supervisor wherever possible. The immediate supervisor's final evaluation is not changed by a higher level supervisor; however, reviewing supervisors must certify that they have reviewed the rating and may attach written comments they deem appropriate concerning the evaluation. The performance of each employee who has completed the probationary period of six (6) months in a position shall be evaluated at the completion of the probationary period.

Each employee performance evaluation will have an overall rating from one of the following five categories: outstanding, very effective, effective, marginally effective, or ineffective.

An overall evaluation of "marginally effective" will automatically place an employee on a six (6) month probationary period in an attempt to improve performance. The supervisor and employee will meet on a monthly basis during this period to discuss progress toward improving performance. An overall evaluation of at least "effective" must be attained by the end of this six (6) month period in order to maintain employment. Employment may be terminated at any time during this period, if progress is not being made.

28.3 After the employee's evaluation rating has been finalized at all levels, the results of the performance evaluation rating are discussed with the employee who is furnished a copy of the completed rating, and who must sign a copy thereof which shall be placed in the employee's personnel file. Should the employee refuse to sign the performance evaluation, the evaluation will be placed in the personnel file of the employee with the notation on the performance evaluation to that effect. A copy of the evaluation with such notation will be furnished to the employee upon request.

ARTICLE XXIX
LICENSES

29.1 The Employer will reimburse bargaining unit employees the cost of obtaining a necessary license for performing their job. The cost of the license itself, including renewals, not any training associated with obtaining this license, will be the only expense covered. This will include: drivers license, commercial drivers license and endorsements and professional licenses (Tradesworkers).

ARTICLE XXX
CONTINUOUS SERVICE AWARDS

30.1 Continuous Service Awards will be given to bargaining unit employees based on the program currently in place for all other County employees.

ARTICLE XXXI
SAVINGS CLAUSE

31.1 In the event that any part of the foregoing Sections are declared invalid or unenforceable by a court of competent jurisdiction, then and in that event the entire section declared to be invalid or unenforceable by said court and after the conclusion of any appeal to a higher court, shall instantly be null and void, and said entire section or sections shall be subject to renegotiation if requested in writing by either party to this contract within fifteen (15) days from the date of the final judicial determination of said litigation.


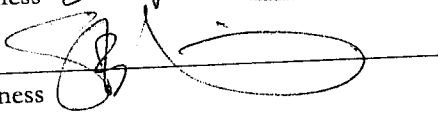
ARTICLE XXXII
DURATION

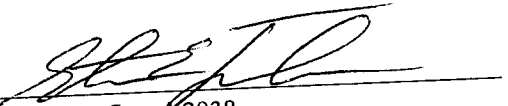
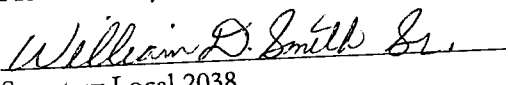
32.1 This agreement shall be in full force and effect as of the 1st day of October, 2009, and shall remain in full force and effect until the 30th day of September, 2012, with the exception of Articles XXV, XXVI, and two articles of the County's choice and two articles of the Unions choice. Notice must be provided in writing to the other party at least 180 days prior to October 1 each year of the intent to reopen. Failure to provide timely notice shall waive the party's right to reopen the Article.

In witness whereof, the parties hereby, by their duly authorized representatives, have affixed their signatures this _____ day of December, 2009.

PUBLIC EMPLOYER

FLORIDA COUNCIL OF INDUSTRIAL AND
PUBLIC EMPLOYEES, CARPENTERS AND
JOINERS OF AMERICA

Witness 
Witness 


President Local 2038

Secretary Local 2038

APPROVED BY BOARD OF COUNTY COMMISSIONERS

Ron Sanchez, Chairman, Board of County Commissioners

Michael D. Wanchick, County Administrator