

RESOLUTION 2012 - 268

A RESOLUTION OF 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, 2012 THROUGH SEPTEMBER 30, 2015, AND AUTHORIZING THE COUNTY ADMINISTRATOR 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:

1. The above recitals are hereby incorporated into the body of this Resolution and are adopted as Findings of Fact.
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 the Board of County Commissioners to execute the Agreement on behalf of the County.

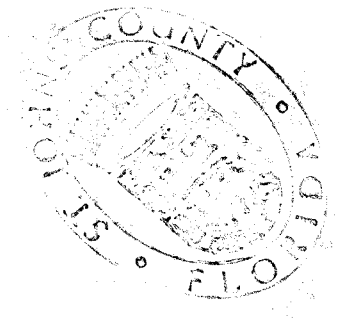
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 18 day of September 2012

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

By: J. Ken Bryan
J/Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk



RENDITION DATE 9/20/12

COLLECTIVE BARGAINING AGREEMENT

Florida Council of Industrial and Public Employees,
United Brotherhood of Carpenters and Joiners of America
AFL-CIO, Local Union #2038

And

St. Johns County
Board of County Commissioners

OCTOBER 1, 2012 - SEPTEMBER 30, 2015

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PREAMBLE

AGREEMENT

This agreement entered into this the _____ day of 2012 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 1
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 26 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 words "he/his" appear, it shall also apply to "she/her".

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 job pertains to the bargaining unit that said employee's supervisor will personally introduce the new employee to the department steward within forty-eight (48) hours of his first day on the job.

ARTICLE 2 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:

- a) Determine the qualifications for and to hire new employees.
- b) 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.
- c) Determine what services it shall perform and the standard of performance for employees.
- d) Maintain order and efficiency in its operation.
- e) Determine the type of vehicles, machinery, and equipment to be used and by whom and when to be operated.
- f) Hire, layoff, assign, transfer, promote, demote, suspend, discipline, or discharge employees for just cause.
- g) Determine the method or methods by which it shall do business and the terms upon which its products and services shall be provided.
- h) 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.
- i) Determine its financial policy.
- j) 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.
- k) Determine the qualifications for and select its supervisory, clerical, professional, custodial, and management employees.
- 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) Transfer its operation or relocate its operation within the area in which it is presently operating.
- n) 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.
- o) Determine the work week and pay period.
- p) Establish reasonable time and quality standards within each classification for each work operation.
- q) Take whatever steps necessary to comply with the Americans with Disability Act and the Family and Medical Leave.
- r) Comply with Federal Law in regards to the rehire 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 Board or County Administrator it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorder, hurricane conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Board or County Administrator at the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the County Administrator shall advise the President of the Union or the next highest officer of the Union of the nature of the emergency. The Board or County Administrator shall follow up said advice in writing as soon thereafter as is practical and shall forward said written notice to the President of the Union.

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 3
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 any status protected by applicable law.

ARTICLE 4
PAYROLL DEDUCTION OF UNION DUES

4.1 Upon receipt of a written authorization from an employee on the authorized form the County will deduct from the employee's pay the amount the employee owes the Union for dues. This provision will provide for bi-weekly deductions. The County will remit the amount deducted to the Union within thirty (30) calendar days. The Union will certify changes in the Union membership dues rate by notifying the County in writing at least thirty (30) calendar days in advance of the effective date of such change. The Union's certification will include the signature of the authorized officer or officers of the Union. The County's remittance will be deemed correct if the Union does not notify the County within fourteen (14) calendar days after a remittance is received that the Union believes the remittance is incorrect and the reason for that belief.

4.2 No deduction will be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be deducted. The County will not be responsible for refunds to the employee if the employee has duplicated a check-off deduction by direct payment to the Union. An employee may revoke his authorization for dues deduction by giving the Union and the County notice in writing thirty (30) calendar days in advance.

4.3 The Union will indemnify, defend, and hold the County harmless against any claim made and against any suit instituted against the County on account of any deduction for Union dues. 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 5
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 6
REPRESENTATION

6.1 The Employer will recognize six (6) stewards, appointed by the Union one (1) in Fleet Maintenance, one (1) in Facilities Maintenance; one (1) in Solid Waste; one (1) in Traffic & Transportation and two (2) 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 the employee assumes the duties of the respective office.

6.4 The Union shall not engage in solicitation of any kind including solicitation of membership during working hours or while on County property.

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

ARTICLE 7
UNION BUSINESS

7.1 The President of the Union or his designee shall be granted time off by his department or division manager or his designee to conduct Union business which can only be conducted during working hours, provided a written request is submitted and approved 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 Time Pool. Such hours 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 Department Director.

7.3 Charges against the Union Time Pool, as provided above, shall only be made when approved by the President or Vice President of the Union and the department or division manager.

7.4 If the Union Time Pool should become depleted, anyone engaged in approved Union activities during the required working hours shall make arrangements in accordance with the rules and regulations for this time off using personal accrued vacation leave.

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 Union business in connection with Union's representation of the employees. Such permission will not be unreasonably withheld.

ARTICLE 8
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 or capriciously.

ARTICLE 9
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 10
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 2, entitled "Management Rights." Should the Employer decide to change from the normal workweek described in 10.2, it will notify the Union one week prior to making any changes.

10.2 Hours Worked

- a) All work performed in excess of forty (40) hours in any one week shall be paid for at the rate of one and one half (1 ½) times the employee's regular rate of pay.
- b) Hours worked on Sunday will be paid at double time.
- c) Hours paid for holidays, funeral leave, and jury duty will be counted as hours worked for purposes of computing overtime.
- d) Hours paid for vacation will be counted as hours worked for overtime purposes provided vacation time was arranged with management at least one (1) week in advance.
- e) 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.
- f) 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 (10) day notice must be given to the employee. An irregular workweek shall consist of a forty (40) hour workweek that is outside of the employee's normal scheduled hours of work.

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

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

10.6 Overtime work shall first be offered to full time employees from the department/division requiring the work. If there are insufficient staff available to perform the work, the supervisor may request staff from another department/division. If there are no full-time employees available, a part-time employee may be used.

ARTICLE 11 SENIORITY

11.1 Seniority is defined as an employee's continuous uninterrupted length of service with the Employer, commencing with the most recent date of hire.

11.2 The probationary period for employees will be six (6) months, unless extended by management or up to three (3) additional months due to absences or unsatisfactory performance, 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. Employees will be on probation when:

- a) Newly hired.
- b) Determined necessary by management based on performance or disciplinary action.

Employees promoted to a different or new position will also be on probation, and may be removed from the new or different position during their probationary period with or without cause and without recourse to the grievance procedure. Promoted employees, however, will retain their right to grieve any layoff, discharge or discipline above the level of written warning while on probation.

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) Retires.
- f) Is absent because of conviction.

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 if the employee previously held the lower position and still meets the position qualifications. Employees shall be recalled in the inverse order of layoff.

11.5 Temporary employees or part-time employees will not perform any Bargaining Unit work in excess of six (6) months. Temporary assignment will not be extended beyond the six (6) months unless by mutual agreement of the parties.

ARTICLE 12
VACANCIES - PROMOTIONS

12.1 The Employer shall post a notice of vacancies or new positions created within fourteen (14) working days following the occurrence of the vacancy or new position created. Non-probationary employees shall be given five (5) working days in which to make application to fill the vacancy as an internal applicant. An employee on vacation or sick leave wishing to apply for the vacancy shall be given ten (10) calendar days to apply for such positions.

12.2 The best qualified non-probationary employee within the bargaining unit making application for the vacancy or the new position created shall be given the opportunity to perform the job within ten (10) working days from the date of their selection and will be provided a written offer letter copied to the Union President. In determining the best qualified applicant, management will consider legitimate job-related factors, including, but not limited to, the following:

- a) Possession of the qualifications listed on the job description including possession of required licenses.
- b) Performance evaluations.
- c) Documented disciplinary actions.
- d) Time and attendance reports.
- e) Performance during any interview for the position.

If management determines that two or more applicants are equally qualified for the position, the employee with the greatest seniority will be selected for the position.

12.3 Pay increases will be effective at the beginning of the pay period following the acceptance of the offer.

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.

12.4 Assignment of Crew Chief/Lead Man Duties:

If there are several positions in the same class located in the same unit, one of the positions may be assigned Crew Chief/Lead Man duties, provided that position is assigned duties and responsibilities of a limited nature in addition to the normal assignments of the position.

ARTICLE 13
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% of their current hourly wage, 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 previously received.

13.3 It is understood that a temporary transfer shall not exceed one hundred and twenty (120) calendar 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 14
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 For full-time employees to be eligible for holiday pay they must have worked on their last regularly scheduled workday immediately preceding and immediately following the holiday unless excused by the Department Director or designee. All holidays will be paid as eight (8) hour days unless otherwise specified in the County 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.

ARTICLE 15
VACATIONS

15.1 Annual vacation leave accruals shall be granted to eligible full-time employees on the following basis:

<u>Years of Continuous Service</u>	<u>Length of Vacation Each Year</u>
0 year - less than 03 years	80 hours
3 years - less than 10 years	120 hours
10 years - less than 15 years	160 hours
15 years - less than 20 years	200 hours
Over 20 years	240 hours

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 accruals shall apply:

0 year - less than 3 years	80 hours
3 years - less than 10 years	120 hours
10 years- and over	160 hours

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 computed using the employee's regular straight time rate of pay 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 Employer 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 may only be used with the prior approval of the Department Director or designee.

15.6 Unused vacation leave may be accumulated to a maximum of two hundred-forty (240) hours annually.

15.7 Absence on account of an illness in excess of accrued sick leave may, at the request of the employee and with prior approval of the Department Director or designee, shall be charged against the employee's vacation leave balance.

15.8 An employee who separates from the County shall be paid for unused earned vacation up to a maximum of two hundred-forty (240) hours.

15.9 Employees are entitled to holiday pay while on vacation.

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

15.11 Employees will be given their birthday off in accordance with the policy outlined in the 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 16
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, all full time employees will be credited with 3.6923 hours sick leave. Sick leave may be accumulated up to one thousand and two hundred (1200) hours.

16.3 Sick leave with pay may be granted to regular status employees who have accumulated the necessary sick leave hours and who otherwise meets the requirements of sick leave with pay.

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

- a) Who qualify under the provisions of the Family and Medical Leave Act.
- b) Who is a patient in a hospital or convalescent or nursing facility.
- c) Who has scheduled medical, dental or related appointments.
- d) Who is unable to work due to disease, illness or injury as certified by a licensed physician.
- e) Who has reported for work but in the judgment of his supervisor is unable to work due to disease, illness or injury.

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 accruals, at the request of the employee and with the approval of the Employer.

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 unused sick leave accruals. Furthermore, an employee forfeits and is not paid for unused sick leave accruals even though he has completed six (6) years of creditable County service if the employee:

- a) 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.
- b) Has admitted to committing, aiding, or abetting any embezzlement, theft or bribery in connection with County government.
- c) Pleads nolo contendere to or is found guilty in a court of competent jurisdiction of having violated any state law.
- d) Is discharged by the County.

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

- a) The employee has completed more than six (6) years of creditable County service and separates from the County for other than disability reasons, discharge or death.
- b) In the case of the employee's death, payment for accrued sick leave will be made to the

- employee's estate, or as otherwise provided by law.
- c) In the event of a reduction of work force or the elimination of a classification resulting in an involuntary lay-off, the six (6) year employment rule is waived and affected employees shall receive payment for accrued sick leave in accordance with the formula listed below.

An employee who is eligible for payment of accrued sick leave is compensated at the employee's regular hourly rate of pay for one-fourth of all unused accrued sick leave not to exceed three hundred (300) hours. All such payments for unused sick leave 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 the County's 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 Services Department during regular office hours. The parties agree that the County's Sick Leave Pool Policy outlined in the Administrative Code shall apply to all full-time employees within the bargaining unit and shall be administered in accordance with applicable laws.

ARTICLE 17
WORKER'S COMPENSATION

17.1 Employees shall be provided worker's compensation benefits in accordance with the County's Worker's Compensation Policy and applicable law, and any amendments thereto; provided, however, that sick leave shall not be charged for the first seven (7) calendar days of a Worker's Compensation injury, and the employee will be paid for the first seven (7) days.

ARTICLE 18
ALCOHOL AND DRUG TESTING POLICY

18.1 The parties agree to abide by the County's Alcohol and Drug Testing Policy contained within the County's Administrative Code and on Safetynet, the current version of which is attached as Appendix A provided, however, that the Union agrees that all bargaining unit employees shall be subject to the random testing provisions of the Policy. Any changes to the current County Alcohol and Drug Testing Policy shall be incorporated into this agreement through a memorandum of understanding between the parties.

ARTICLE 19
FAMILY AND MEDICAL LEAVE ACT POLICY

19.1 The parties agree that the County's Family and Medical Leave Act Policy outlined in the Administrative Code and by Federal law shall apply to all employees within the bargaining unit and shall be administered in accordance with applicable laws.

ARTICLE 20
BEREAVEMENT PAY

20.1 Any employee may be granted up to three (3) days off with pay if any member of his 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 spouse.

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

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

ARTICLE 21
JURY LEAVE

21.1 Any employee who is summoned to Jury Duty or subpoenaed or summoned to appear in court as a witness for the County, will be granted administrative leave and will be paid at his regular rate of pay during such absence. If the length of service exceeds three (3) days, the employee must submit their reimbursement compensation from the courts to the Finance 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 22
LEAVE OF ABSENCE

22.1 All requests for a leave of absence must be in writing and approved by the Department Director or designee.

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 using Union Time Pool hours.

ARTICLE 23
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) working days of occurrence of the incident which gave rise to the grievance, accompanied by the Union steward, take the matter up with their immediate supervisor. If the matter is not settled within three (3) working days after the discussion with the supervisor, 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 immediate supervisor, the department superintendent and the Department Director. Within five (5) working days after such Step 2 meeting the Department Director or designee will indicate in writing whether the grievance is granted or denied. Parties may extend the five (5) working day limit if it is mutually agreed upon. If the matter is not settled following this Step 2 discussion, Step 3 shall apply.

Step 3 Within five (5) working days from the written decision in Step 2 the aggrieved employee or group of employees, and union representative may refer the written grievance to the County Administrator. A Step 3 meeting shall be held within ten (10) working days after the referral. Within ten (10) working days after such meeting the County Administrator or designee shall make known the 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 3 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 3 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 modify the Agreement by his 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 Department Director 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 designee's 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 desires 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 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 24
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 in accordance with and subject to the provisions of the Statutes of the State of Florida now applicable or as they may hereafter be amended.

24.2 The County agrees that the Union shall have the right, during the term of this Agreement, to explore and present to the County a supplement to the current pension plan without negotiating such improvements or changes within the collective bargaining process.

ARTICLE 25
INSURANCE

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

ARTICLE 26
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 County's Pay Plan.

- a) For Fiscal Year 2012/2013, the bargaining unit employees will receive the same amount of wage increase, if any, as the County-wide wage increase provided to all other County employees. If the County provides a County-wide wage increase for all other County employees, the bargaining unit employees will receive the same amount of increase as all other County employees.
- b) For Fiscal Year 2013/2014, the bargaining unit employees will receive the same amount of wage increase, if any, as the County-wide wage increase provided to all other County employees. If the County provides a County-wide wage increase for all other County employees, the bargaining unit employees will receive the same amount of increase as all other County employees.
- c) For Fiscal Year 2014/2015, the bargaining unit employees will receive the same amount of wage increase, if any, as the County-wide wage increase provided to all other County employees. If the County provides a County-wide wage increase for all other County employees, the bargaining unit employees will receive the same amount of increase as all other County employees.

26.2 The Pay Plan including position titles, pay grade, and pay schedules shall be reviewed and updated as follows:

- a) The existing Pay Plan may be changed upon implementation of and in accordance with compensation study recommendations as adopted by the Board of County Commissioners. Should the Union desire to negotiate over the Pay Plan changes that have been implemented, the Union shall have the right to reopen negotiations over the new Pay Plan by providing the County with written notice of its desire to do so within 30 days of the implementation of the new Pay Plan.
- b) No bargaining unit employee shall be paid at a salary rate greater than the maximum or less than the minimum established for his classification.

The Pay Plan shall be administered by the County in accordance with the following procedures:

- a) New Employees
New employees will be placed in a pay grade at the minimum rate established for their classification.; however, the County may approve a rate higher at its discretion and in accordance with the Administrative Code.
- b) Promotion
The County Administrative Code governs the promotion of employees within the Pay Plan.
- c) Demotion
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. All demotions and/or pay reductions will be governed by terms determined during the disciplinary process and as outlined in the Administrative Code.

- d) Transfer
When an employee is transferred from a position in one pay classification to a position in the same pay classification, no change in salary shall be made because of such transfer.
- e) There will be no salary increases given upon completion of the probationary period.
- f) The probationary period must be successfully completed before the employee will be eligible for any annual merit increase.
- g) 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.

26.3 Covered Positions

The positions covered by 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 Solid Waste (#4401).

NOTE: The parties agree that to the extent that any of the job titles or grades of the positions below are changed in the new Pay Plan, the employees whose job titles have been changed will continue to be covered by this Agreement unless excluded by the mutual consent of both parties.

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

ARTICLE 27
DISCHARGE AND DISCIPLINE

27.1 No employee shall be removed, discharged, reduced in pay, suspended or otherwise disciplined until he and the Union shall be furnished with a written statement of the charges and the reasons for such actions, within three (3) business days 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 and a copy shall be placed in the employee's personnel record. The employee will be requested to sign any official reprimand and if the employee refuses to do so, this refusal shall be noted on the form, and placed in his personnel file. The employee may submit a written statement responding to the reprimand. The employee's responding statement will be also entered in his personnel file.

27.3 The County Administrative Code sets forth the code of conduct and disciplinary guidelines applicable to the bargaining unit employees, except as modified in the table below. In determining the appropriate level of discipline in the table below, the occurrence of an offense in any category listed below will be treated as a prior occurrence of an offense in any other category, regardless of the type of offense (e.g., an employee who has previously been disciplined for a first occurrence of horseplay and who is then found to have made false statements will be disciplined at the 2nd offense level). At management's discretion, disciplinary action may be administered to a lesser degree than called for in the table.

ACTION	1 ST OFFENSE	2 ND OFFENSE	3 RD OFFENSE
Willfully and knowingly falsifying personal or County records.	Discharge		
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
Habitually tardy 3 times in a 30-day period.	1 day off w/o pay	3 days off w/o pay	Discharge
Being absent for 3 consecutive working days without authorization.	Discharge		
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
Threatening, intimidating, coercing, or interfering with others during working hours.	1 week off w/o pay	Discharge	
Making false, vicious or malicious statements concerning any employee or the County.	1 day off w/o pay	3 days off w/o pay	Discharge
Provoking or instigating a fight or fighting at any time during working hours or on County time.	1 week off w/o pay	Discharge	
Reporting for work while obviously under the influence of alcohol or drugs, if documented.	Discharge		

Leaving job or worksite during working hours without proper permission.	3 days off w/o pay	Discharge	
Sleeping on the job.	3 days off w/o pay	1 week off w/o pay	Discharge
Insubordination	3 days off w/o pay	1 week off w/o pay	Discharge
Theft or removing from County premises any County property without proper authorization.	Discharge		
Misusing, destroying, losing, or damaging County property or employee property through negligence or willfulness.	1 week off w/o pay	Discharge	
Violation of Safety Policy	1 day off w/o pay	3 days off w/o pay	Discharge
Failure to satisfactorily perform the duties of the position.	3 days off w/o pay	5 days off w/o pay	Discharge

ARTICLE 28
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:

- a) To inform the employee of strong and weak points, as well as training needs and improvements expected.
- b) To recognize the employee's potential for promotion.
- c) To determine the employee's eligibility for merit salary advancements.
- d) 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 (5) 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 29
LICENSES

29.1 The Employer will reimburse bargaining unit employees for the cost of obtaining the necessary license for performing their job. The cost of the license itself, including renewals but excluding any training associated with obtaining this license, will be reimbursed to the employee. This includes commercial drivers' license and required endorsements and professional tradesworker licenses.

ARTICLE 30
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 31
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 32
DURATION

32.1 This agreement shall be in full force and effect as of the 1st day of October, 2012, or the date of ratification by the last party to ratify the Agreement, whichever is later, and shall remain in full force and effect until the 30th day of September, 2015. For Fiscal Year 2013/2014 and Fiscal Year 2014/2015, each side may reopen for negotiations up to two (2) articles each for each fiscal year with the exception of Article 26, Wages. Any party desiring to reopen articles for Fiscal Year 2013/2014 and/or Fiscal Year 2014/2015 must provide the other party with written notice of such desire, identifying the articles to be reopened, no later than July 31 of the preceding Fiscal Year.

In witness whereof, the parties hereby, by their duly authorized representatives, have affixed their signatures this _____ day of September 2012.

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

Witness

President Local #2038

Witness

Secretary Local #2038

ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS

Witness

Chair, Board of County Commissioners

Witness

County Administrator, St. Johns County



Appendix A
St. Johns County Administrative Code
Section: Personnel

Title: 412 Drug Testing	Issued: Apr 1992
Reference: F.S 440.102 & F.S. 397.311	Revised: Aug 2007

412.1 Purpose

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 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 employees with information to understand and recognize substance abuse. We believe this is the first step toward eliminating such abuse.

412.2 Authorization

This policy has been promulgated pursuant to the requirements of the Florida Drug Free Workplace Program Section 440.102, Florida Statutes; the Workers' Compensation Drug Testing Rules enacted by the Florida Department of Labor and Employment Security, Division of Workers' Compensation and codified at Florida Administrative Code Chapter 38F-9; the Omnibus Transportation Employee Testing Act of 1991; regulations of the Federal Department of Transportation (DOT) contained in 49 CFR Part 40; regulations of the Federal Highway Administration contained in 49 CFR Parts 382 and 391; and Section 234.091, Florida Statutes.

412.3 Applicability

This policy applies to all St. Johns County employees and job applicants. Upon reading this policy all employees are required to read and sign the form title, "Drug Testing Policy – Certificate of Acknowledgement." Employees covered by a collective bargaining agreement must comply with the provisions of the Policy mandated by State or Federal law regardless of the collective bargaining relationship.

412.4 Effective Date

This Policy was adopted August 1, 1995 and revised August 23, 2007 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.



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412.5 Definitions

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

- 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.
- Alcohol - the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl isopropyl alcohol.
- Alcohol Use - the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
- 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.
- 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.
- Commercial Drivers License or "CDL" - a Class A, Class B, or Class C drivers license issued in accordance with the requirements of Chapter 322, Florida Statutes.
- 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.
 - Has a gross vehicle weight rating or 26,001 or more pounds.
 - Is designed to transport 16 or more passengers, including the driver.
 - 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.
- 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).
- Controlled Substance - is synonymous with the term "drug" as defined herein.
- 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.
- Drug Rehabilitation Program - a service provider that provides confidential, timely, and expert identification, assessment and resolution of employee drug abuse.
- 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.
- Employee - a person employed by St. Johns County who is covered by the requirements of this Policy.
- 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



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services, these services shall, in all cases, be provided by service providers pursuant to Section 397.311(28), Florida Statutes.

- Employer refers to St. Johns County.
- GC - gas chromatography. "GC/MS" means gas chromatography/mass spectrometry.
- 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.
- 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.
- 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.
- 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.
- 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.
- Prescription Medication - a drug or medication obtained pursuant to a prescription.
- 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.
- "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.
- 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.
- 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.
- Specimen - a breath, blood or urine sample of the human body capable of revealing the presence of alcohol or drugs or their metabolites.

412.6 Notice of Implementation

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



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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.

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.

412.7 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.

412.8 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.



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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 Officer 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.

412.9 Types of Testing

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

- Job Applicant Substance Abuse Testing.
- 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.

Job Applicant Substance Abuse Testing

Job applicants will submit to a post-offer, pre-employment drug screening and have satisfactory results as a condition of their employment.

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.



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- 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.

Post-Accident Testing

St. Johns County requires substance abuse testing for any employee involved in an accident while on duty, whether on or off the County's 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.



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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.

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.

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.



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412.10 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.

412.11 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, Biphetamine, 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.

412.12 Penalties for Positive Confirmed Test

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.



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412.13 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.