

COLLECTIVE BARGAINING AGREEMENT

United Brotherhood of Carpenters and Joiners of America Florida
Carpenters Regional Council
Local #2038

And

St. Johns County
Board of County Commissioners

October 5th, 2021 to September 30, 2024

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PREAMBLE

AGREEMENT

This agreement entered into this the _____ day of October 2021 by and between St. Johns County of the State of Florida, hereinafter referred to as the "Employer" and Florida Carpenters Regional Council Local 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 new employees in Union covered positions of the existence of the Union.

1.5 The Employer agrees when 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:

Determine the qualifications for and to hire new employees.

- a) 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.
- b) Determine what services it shall perform and the standard of performance for employees.
- c) Maintain order and efficiency in its operation.
- d) Determine the type of vehicles, machinery, and equipment to be used and by whom and when to be operated.
- e) Hire, layoff, assign, transfer, promote, demote, suspend, discipline, or discharge employees for just cause.
- f) Determine the method or methods by which it shall do business and the terms upon which its products and services shall be provided.
- g) Change the process by which work is carried out and done, the method of operation, the
- h) 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, beginning at such times and for such length of time as the Employer shall in its discretion, deem adequate.
- o) Determine the workweek 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

- r) Family and Medical Leave.
- s) 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 or designee shall advise the Union Committee 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 Union Committee.

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

41 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.

42 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.

43 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 seven (7) 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; one (1) in Sheriff Complex Maintenance 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 four (4) employees.

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 seven (7) 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 President, Executive Secretary or their designee of the Florida Carpenters Regional Council 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. The Employer will make reasonable effort to notify the Union Committee of changes.

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

101 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.

102 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.

103 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.

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

105 An overtime roster will be established and posted for each department. Overtime work should be assigned on a rotation using the roster and based on skills, technical knowledge and ability to perform the work assignment. 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. Employees not wishing to be considered for overtime may voluntarily remove themselves at the start of each calendar year by making this request in writing to the Manager. For emergency situations, employees will be called in regardless of the overtime roster.

106 Overtime work shall first be offered to full time employees from the department/division requiring the work. If there is 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 for 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 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 cause.

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 Director or designee. 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 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

121 The Employer shall post a notice of vacancies to be filled or new positions created and covered by the collective bargaining union within Twenty (20) calendar days following the approval of the vacancy or new position created. Employees shall be given ten (10) calendar days in which to make application to fill the vacancy as an internal applicant.

122 The best 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 twenty-one (21) working days from the date of their selection and will be provided a written offer letter with notice to the Union. The twenty-one (21) day period may be extended by mutual agreement of the Employer and the Union. 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) Prior relevant work experience.
- f) Performance during any interview for the position.
- g) Performance during any acting assignment.

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.

123 Employees in a probationary period for a new or different position may apply for other positions covered by the collective bargaining agreement. However, no employee covered by the collective bargaining agreement may apply and be selected for more than two positions within a twelve (12) month period. Any employee in a probationary period that successfully competes for another position will have their salary for the new or different position calculated upon their original salary prior to their assuming the new or different position that placed them into a probationary status.

124 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.

125 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.

14.5 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 15
VACATIONS

14.6 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 3 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

14.7 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.

14.8 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.

14.9 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.

14.10 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.

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

14.12 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, be charged against the employee's vacation leave balance.

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

14.14 Employees are entitled to holiday pay while on vacation.

14.15 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 as outlined in the Administrative Code.

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 Full time and part time employees may be granted up to three (3) days of bereavement leave with pay when a member of the employee's immediate family dies or up to five (5) days if the funeral is more than five hundred (500) miles roundtrip from St. Johns County [unless otherwise specified]. Bereavement leave is paid based on the employee's regularly scheduled work hours. For purposes of this subsection only, "immediate family" is defined as the employee's spouse; child, foster child, step-child; parent, parent-in-law, step-parent; sibling, sibling-in-law, step-sibling; grandparent, grandparent-in-law, grandchild, and step-grandchild.

Departments may request the name of the deceased individual, the employee's relationship to the deceased, the date of death, and certification prior to approval of bereavement leave. The Department Director, with approval from the Human Resources Director, may grant additional bereavement leave not outlined in this policy.

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. 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 and included in the court reimbursement compensation 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 assuming appropriate notice is provided. In such instances the employee will be placed on leave without pay for those hours absent.

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 - A Union Steward and/or employee(s) shall within three (3) working days of an incident which gives rise to a grievance take the matter up with their immediate supervisor. If the matter is not settled with the supervisor, it must be reduced to writing and submitted to Step 2 within three (3) working days of the discussion with the supervisor.

Step 2 - Within five (5) working days from the date the grievance is put in writing to the Department Director, it shall be discussed between the aggrieved employee or employees, the steward, the immediate supervisor, the department superintendent and the Department Director or designee. Within five (5) working days after such Step 2 meeting the Department Director or designee shall give a written answer to the grievance. 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/or Union Steward may refer the written grievance to the County Administrator. A Step 3 meeting shall be scheduled within ten (10) working days after the written referral. Step 3 may include the County Administrator or designee, County Human Resources Director, Department representative, the Union Representative, the three (3) person Union Grievance Committee, the Union Steward and the grievant(s). 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 by the Union for arbitration. The union shall, within thirty (30) calendar 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. The parties shall take turns striking the first name from the list, and then shall alternate with the other party until only one name remains. With respect to the first request for arbitration arising after the effective date of this Agreement, the Union shall strike the first name from the list. Thereafter, the County shall strike first, followed by the Union, and alternating each time. 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 supervisor, 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 the grievance being automatically passed on to the next step.

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 The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from, or otherwise alter or supplement this Agreement, or any part thereof, or any amendment thereto. Any decision or award of the arbitrator shall be strictly limited to the interpretation of the specific terms of this Agreement. The decision of the arbitrator shall be in writing and shall be final and binding.

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.

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.

The Union shall have the right to appoint a member to attend the Insurance Committee. The Employer may allow the appointed member to attend during work time if scheduled at least one week in advance with their supervisor so that operations are not impacted.

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 2022 (October 1, 2021 to September 30, 2022), 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 2023 (October 1, 2022 to September 30, 2023), 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 2024 (October 1, 2023 to September 30, 2024), 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 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), Sheriff Complex Maintenance (0105), Roads & Bridges (#1122), Fleet Maintenance Department (#1123), Traffic & Transportation (#1125), and Solid Waste (#4401).

GRADE	JOB TITLE
6	CUSTODIAN
8	MAINTENANCE WORKER
10	MOTOR VEHICLE OPERATOR I
10	FLEET TECHNICIAN I
10	SENIOR MAINTENANCE WORKER
11	MOTOR VEHICLE OPERATOR II
11	HEAVY EQUIPMENT OPERATOR I
12	MOTOR VEHICLE OPERATOR -TRANSPORT
12	FLEET SERVICE WRITER
12	PLUMBER, HVAC, CARPENTER, ELECTRICIAN, MASON, ROOFER I
12	VACUUM TRUCK OPERATOR
12	HEAVY EQUIPMENT OPERATOR II
12	WAREHOUSE COORDINATOR
12	SIGN TECHNICIAN
12	HERBICIDE APPLICATOR
12	PAINTER
12	FLEET TECHNICIAN II
12	MAINTENANCE TECHNICIAN I
13	HEAVY EQUIPMENT OPERATOR III
13	SOLID WASTE OPERATOR
14	FLEET TECHNICIAN III
14	PLUMBER, HVAC, CARPENTER, ELECTRICIAN, MASON, ROOFER II
14	PUBLIC WORKS CREW CHIEF
14	SENIOR PAINTER
14	HOUSEHOLD HAZARDOUS WASTE TECHNICIAN
14	TRAFFIC SIGNAL TECHNICIAN
14	MAINTENANCE TECHNICIAN II
16	PLUMBER, HVAC, CARPENTER, ELECTRICIAN, MASON, ROOFER III
16	MAINTENANCE TECHNICIAN III
16	SENIOR CREW CHIEF

ARTICLE 27
DISCHARGE AND DISCIPLINE

27.1 Within five (5) business days after the Employer is aware of an incident disciplinary action shall be issued or the Employer shall notify the employee(s) and the Union in writing that disciplinary action is being considered and when the investigation is expected to be completed. If no action is taken within five (5) business days or no notification given of a pending investigation no employee shall be removed, discharged, reduced in pay or suspended. 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 within seven (7) calendar days. The employees 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). Offenses occurring twelve (12) months from the date a corrective action is delivered may be treated as a first offense. At management's discretion, disciplinary action may be administered to a lesser degree than called for in the table and steps in the progressive discipline process may be skipped in the event of a serious infraction.

ACTION	1st OFFENSE	2nd OFFENSE	3rd OFFENSE
1. Willfully and knowingly falsifying personal or County records.	Discharge		
2. Being absent for three (3) consecutive working days without authorization.	Discharge		
3. Reporting for work while obviously under the influence of alcohol or drugs, if documented.	Discharge		
4. Theft or removing from County premises any County property without proper authorization.	Discharge		
5. Leave from scheduled work hours without pay (excluding approved leave) in excess of forty (40) hours in a six (6) month period.	Discharge		

ACTION	1st OFFENSE	2nd OFFENSE	3rd OFFENSE
6. Engaging in horseplay, running, scuffling, throwing things or similar types of disorderly conduct.	8 hours off w/o pay	24 hours off w/o pay	Discharge
7. Threatening, intimidating, coercing, or interfering with other during working hours.	40 hours off w/o pay	Discharge	
8. Provoking or instigating a fight or fighting at any time during working hours or on County time.	24 hours off w/o pay	Discharge	
9. Leaving job or worksite during working hours without proper permission.	8 hours off w/o pay	24 hours off w/o pay	Discharge
10. Sleeping on the job.	8 hours off w/o pay	24 hours off w/o pay	Discharge
11. Insubordination	8 hours off w/o pay	24 hours off w/o pay	Discharge
12. Misusing, destroying, losing, or damaging property through negligence or willfulness.	24 hours off w/o pay	40 hours off w/o pay	Discharge
13. Violation of Safety Policy	8 hours off w/o pay	24 hours off w/o pay	Discharge
14. Absent three (3) times in a twenty (20) working day period. (Doctor's note may be required.)	Verbal counseling	24 hours off w/o pay	Discharge
15. Tardy (3) times in a twenty (20) working day period	Verbal counseling	24 hours off w/o pay	Discharge
16. Making false, vicious or malicious statements concerning any employee or the County.	Verbal counseling	24 hours off w/o pay	Discharge
17. Failure to satisfactorily perform the duties of the position.	Verbal counseling	24 hours off w/o pay	Discharge
18. Involvement in a motor vehicle or equipment accident where the employee is found to be at fault.	8 hours off w/o pay	24 hours 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.

28.4 In the event the Employer changes the evaluation form, format and/or process, the Employer will provide notice to the Union Committee in advance.

28.5 Letters, emails, and formal communication of recognition for a job well done may be placed in the employee personnel file.

ARTICLE 29
LICENSES

29.1 Upon successfully attaining a required job specific license, the Employer will reimburse bargaining unit employees for the initial testing fee and pay the annual renewal cost for approved licensure. Requests for reimbursement for license test fees for purposes of promotion must be approved in advance by the Department Director or designee. Reimbursable cost shall include the license test fee and renewals, but exclude any training costs associated with obtaining the license. Reimbursable licenses include commercial driver's license and required endorsements and 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 date of ratification by the last party to ratify the Agreement and shall remain in full force and effect until the 30th day of September, 2024. For Fiscal Year 2023 (October 1, 2022 to September 30, 2023) and Fiscal Year 2024 (October 1, 2023 to September 30, 2024), 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 2023 and/or Fiscal Year 2024 must provide the other party with written notice of such desire, identifying the articles to be reopened, no later than March 1st of the preceding Fiscal Year.

In witness whereof, the parties hereby, by their duly authorized representatives, have affixed their signatures this _____ day of October, 2021.

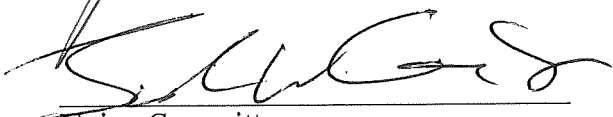
UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF
AMERICA, FLORIDA
CARPENTERS REGIONAL
COUNCIL

Witness



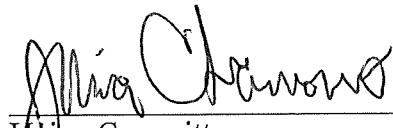
Council Representative

Witness




Union Committee

Witness



Union Committee

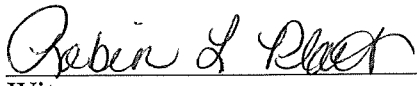
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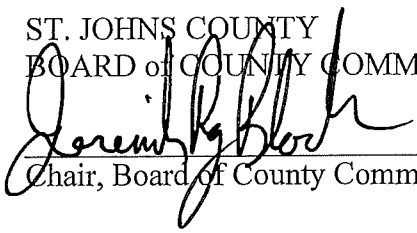
Union Committee

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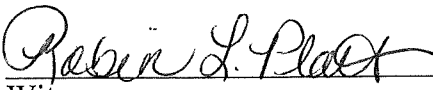
Union Committee



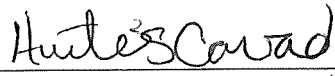
Witness

ST. JOHNS COUNTY
BOARD of COUNTY COMMISSIONERS


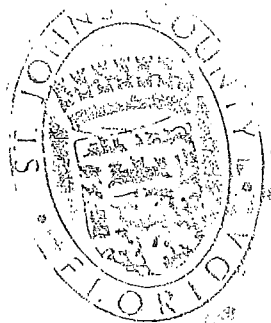
Chair, Board of County Commissioners



Witness



County Administrator, St. Johns County



Check off Authorization - DUES DEDUCTION

I hereby authorize my Employer or his successor to deduct from my regular wages an amount equal to the initiation fee and dues established by the Union and to remit such amounts to the Authorized Financial Officer of the Council or Local Union or its successor of the United Brotherhood of Carpenters and Joiners of America in the manner specified by my bargaining agent recognized in the applicable Collective Bargaining Agreement.

This authorization shall remain in effect until revoked by me and shall be irrevocable only by sending written notice thirty (30) days in advance to my Employer and the Union.

I understand that these payments are not tax deductible charitable contributions for Federal income tax purposes.

Employee Signature _____

Employee Name (print) _____

Employee Number _____ Local Union No. _____

Witness _____



CANCELLATION OF CARPENTERS UNION DUES FORM

Name: _____ Employee Number: _____

Department: _____ Phone Number: _____

Cancel Carpenters Union Dues

Carpenters Union Dues

To cease membership dues deduction, a written thirty (30) days' notice must be given to the Union and the County in accordance with the collective bargaining agreement and Florida State Law (447.303). Deduction of membership dues will cease on the next pay period following thirty (30) days from receipt by the County's Human Resources Department of this form signed by both the employee and an authorized union official.

Employee Signature: _____ Date: _____

Union President or Financial Secretary Signature: _____

Date: _____

Human Resources Dept Use Only:

Received by: _____ Date: _____

Sent to Finance on: _____

APPENDIX A

Title: 412 Drug Testing	Issued: Apr 1992
Reference: F.S 440.102 & F.S. 397.311	Revised: November 2015

412.1 Purpose

The St. Johns County Board of County Commissioners acknowledges the problem of substance abuse and how it has the potential to threaten the health and safety of our employees, our community and our government. The County's primary concern is to protect the health and safety of its employees and the general public. In addition, in order to qualify for the Workers' Compensation premium discount provided under Fla. Stat. 627.0915 and the presumption provided under Fla. Stat. 440.09 and 440.101 must adopt a drug free workplace program.

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 the employer of time, productivity and profitability. This policy is designed to provide information to understand and recognize substance abuse as well as outline the consequences with respect to employment with St. Johns County.

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 and Chapter 59A-24, Florida Administrative Code Chapter; 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 will collectively be referred to as applicable law.

All employers within the State that wish to participate in the "Drug-Free Workplace Program", must contract with Drug-Free Workplace Laboratory to implement their program. The laboratory must be licensed and approved by the Agency for Health Care Administration and use criteria established by the United States Department of Health and Human Services.

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 a Certificate of Acknowledgement. Employees covered by a collective bargaining agreement must comply, at a minimum, 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 on August 1, 1995, and revised in August, 2007 and November, 2015 for all employees of St. Johns County. Employees covered by a collective bargaining agreement should refer to the agreement for an effective date.

412.5 Communication of Policy

The implementation of the Drug and Alcohol Testing Policy, contained within the confines of this document, constitutes general notice to all employees, applicants, and volunteers of St. Johns County that each 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, applicants, and volunteers shall be asked to read the Drug and Alcohol Testing Policy, and will be required to sign a statement indicating their understanding of the policy. Electronic access to the policy is available to all employees via the Intranet.

412.6 General Statement

St. Johns County employees, job applicants, and volunteers are advised that St. Johns County conducts the following types of drug and/or alcohol tests: pre-employment, post-accident, random, reasonable suspicion, routine fitness-for-duty and follow-up. It is a condition of employment for an employee to refrain from reporting to work or working with the presence of drugs or alcohol in her/his body. Employees in job classifications which require an annual or biannual physical will be required to submit to a drug and/or alcohol screening as part of the annual physical examination.

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

412.6.1 Employees Covered by a Collective Bargaining Agreement (CBA)

Employees covered by a CBA shall be governed by the provisions and procedures outlined in the CBA, and shall have the right to appeal any disciplinary action(s) taken based upon violations of this policy in accordance with the provisions of the applicable CBA and those procedures outlined in the Statute. CBA covered employees have the right to appeal to the Public Employees Relations Commission or applicable court.

412.7 Confidentiality

Medical results of drug screening or alcohol tests shall not be included in an applicant's employee personnel file, but shall be retained by the Personnel Services Department/Risk Management Division in a separate file, which is exempt from public inspection. All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the County through a drug testing program are confidential communications and are exempt from the provisions of Section 119.07, and Section 24(a), Article I of the State Constitution. Any conditions of employment which may be established as the result of drug and/or alcohol testing may become part of the employee's personnel file.

Test results and ancillary information may be disclosed to County management personnel only on a need-to-know basis, and may be disclosed to other persons upon the written

consent of the employee or applicant. Testing records shall be made available to the employee or job applicant's prospective supervisor, and any other individuals not specifically designated under federal law only upon written consent by the employee.

Nothing herein shall be construed to prohibit the County or the laboratory conducting the test from having access to employee drug and/or alcohol test information when consulting with legal counsel.

412.8 Definitions

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

- Accident/Injury - injury to self or another, damage to equipment or property, an accident involving a St. Johns County owned motor vehicle, or personally owned motor vehicle being used for County business.
- 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 driver's 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 driver's license issued in accordance with the requirements of Chapter 322, Florida Statute.
- 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
 - Is designed to transport 16 or more passengers, including the driver; or
 - Is used in the transportation of hazardous materials requiring a placard.
- Confirmation Test - a second analytical test, which must be different in scientific principle from that of the initial test, performed following an initial test that provides quantitative data of alcohol concentration or identifies the presence of a specific drug or metabolite; considered the final result upon which action, including discipline, may be taken. -
- Conviction - A finding of guilt or imposition of a sentence or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
- Drug - alcohol, including distilled spirit, wine, a malt beverage or an intoxicating liquor, an amphetamine, a cannabinoid, marijuana (THC metabolite), cocaine, , amphetamines, phencyclidine (PCP and analogs) hallucinogens, methaqualone,

opiates or opioids, barbiturates, benzodiazepines, a synthetic narcotic, stimulants, club drugs, dissociative drugs, hallucinogens, designer drug or a metabolite of any of the substances listed.

- Drug Rehabilitation Program - a service provider program capable of providing confidential, timely, and expert identification, assessment and resolution of employee drug abuse.
- Drug Test - any chemical, biological or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Health Care Administration, in conformity with this policy, 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 services, these services shall, in all cases, be provided by service providers pursuant to Section 397.311(33), Florida Statutes.
- Employer - refers to St. Johns County.
- Impaired - A person who tests positive for the presence of drugs and/or alcohol at any detectable level. (See Positive Drug Tests and Positive Alcohol Test).
- 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 biomedical information.
- Prescription or Nonprescription Medication - a drug or medication obtained pursuant to a prescription as defined by F.S. 893.02 or 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.
- Positive Alcohol Test - A blood, breath or other statutorily sanctioned test that confirms the presence of alcohol at any detectable level for disciplinary and hiring purposes, and/or those levels specified in the regulations adopted pursuant to Florida Statutes, 440.102 only for the purposes of retaining Worker' s Compensation benefits and federal law as applicable.
 - Positive Drug Test - A blood, breath or other statutorily sanctioned test, or any other testing method approved under Florida or Federal law, that confirms the presence of a controlled substance at a specified nanogram per milliliter level pursuant to those laws for purposes of retaining benefits and federal law as applicable and the regulations adopted thereto.
 - 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. (See Section 407.11.3)
 - Refuse to Submit -in reference to a drug or alcohol test, this means that an employee: (1) fails to provide an adequate specimen for testing or alcohol and controlled substances without a valid medical explanation after he/she has received notice of this policy; (2) engages in conduct that clearly obstructs or delays the testing process.
 - Safety sensitive - means a position in which drug impairment constitutes an immediate and direct threat to public health or safety, or a position in which a momentary lapse in attention could result in injury or death, and any of the on-duty functions set forth in 49 CPR Section 395.2, Paragraphs (I) through (7) and F.S. 440.102 (1)(0), which includes job assignments that require an employee to work with heavy or dangerous machinery, work as a safety inspector, work with children, or requires an employee security background check, pursuant to F.S. 110.1127.
 - Specimen - a sample of the human body capable of revealing the presence of alcohol or drugs or their metabolites.
 - Substance Abuse Professional (SAP) - A licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse) who has knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.
 - Volunteer - Any person working without payment on behalf of St. Johns County. Volunteers are required to comply with this policy in the same manner as an employee as this policy will be applied to volunteers as if they were employees. When the term "employee" is used in this policy, it shall also include the term "volunteer."

412.9 Over the Counter or Prescription Medication

As a term and condition of employment, employees must refrain from taking drugs/alcohol that impair performance, or are illegal on or off the job, and reporting for work or performing work while impaired by drugs/alcohol is strictly prohibited. All employees have

the right to consult with the medical review officer (MRO) for technical information regarding prescription or nonprescription medication. An employee who has been prescribed or issued a drug for any condition which they know could impair their ability to perform their job must immediately notify their supervisor. Valid prescription medication must be in the employee's name and within one (1) year of being prescribed as verified by the medical review officer. Upon notification, the Personnel Services Department/Risk Management Division, in consultation with appropriate medical authority, shall determine whether the individual can safely perform his or her duties while taking the medication. If it is determined that the individual is unable to successfully and safely perform the essential functions of his or her job due to impairment caused by the medication, the employee may be required to take authorized accrued leave or discuss alternative job duties with his or her supervisor.

412.10 Requirement to Report Criminal Drug Statute Convictions or Plea

Employees must notify their supervisor, in writing, within five (5) working days after they have been arrested, entered a plea of guilty or nolo contendere, and/or convicted under a criminal drug statute for activity occurring at the work place or for activity outside of the work place if the offense could be reasonably expected to affect the employee's job function. The department is responsible for notifying Personnel Services of such arrests and/or convictions, within two (2) working days of receiving notice from the employee. For employees engaged in the performance of a federal contract or grant, the Personnel Services Department shall consult with legal counsel to determine whether, and to which, federal agency written notification must be given. Failure to report under this section may result in referral for treatment and/or disciplinary action, up to and including termination.

412.11 Prohibited Conduct

As a condition of employment all County employees are strictly prohibited from the following:

- a) Being under the influence of, using, possessing, selling, distributing, dispensing, or manufacturing an illegal drug.
- b) Being under the influence of, using, possessing, selling, distributing, dispensing or manufacturing alcohol while on County property (except by authority of the County Administrator in compliance with Ordinance 99-50), while conducting County business on or off County property, while operating (or a passenger in) a motor vehicle, machinery or equipment used for the purpose of carrying out County business.
- c) Using County property or one's position to facilitate the manufacture, distribution, sale, dispensation, possession or use of a drug and/or alcohol.
- d) Reporting for duty or remaining on duty while impaired by a prescription or non-prescription medication, unless the employee has reported the use of the medication to his or her supervisor as required above and has been approved to remain on duty. The County may require an employee to take authorized accrued leave if, as a result of taking medication, an employee is unable to satisfactorily perform the essential functions of his or her job.

Employees involved in an on-the-job accident/injury shall not use drugs and/or alcohol until

after undergoing a post-accident drug screen.

412.11.1 Refusal and/or Failure to Submit to Testing

No employee, applicant, or volunteer shall refuse to submit to a drug and/or alcohol test. Refusal and/or failure to submit to required testing will be treated as a positive result. Any obstruction to, and lack of cooperation with, the testing process will be considered a refusal and will be treated as a positive result. As stated in F.S. 440.101(2), "That it is a condition of employment for an employee to refrain from reporting to work or working with the presence of drugs or alcohol in his or her body and, if an injured employee refuses to submit to a test for drugs or alcohol, the employee forfeits eligibility for medical and indemnity [workers' compensation] benefits." Applicants who refuse to submit to pre-employment testing shall not be considered for employment by the County. Failure to submit to testing may result in disciplinary action up to and including termination.

Failure or refusal to submit to testing includes, but is not limited to:

- a) Failure to provide an adequate specimen for testing which may include breath, blood or urine without a valid medical explanation.
- b) Providing an adulterated or substituted specimen.
- c) Failure to permit directly observed or monitored collection when necessary.
- d) Failure to undergo a medical evaluation when required to do so.
- e) Declining to take a second test as directed.
- f) Delay or failure to appear or remain at the testing facility within a reasonable time after receiving notice of the testing requirement.
- g) Leaving the scene of an accident or failing to remain readily available for testing following an accident.
- h) Refusal to cooperate in and complete the collection process including refusing to sign necessary testing forms.

412.12 Testing Procedures, Restrictions, and Requirements

Employees and applicants shall be subject to a blood, breath or urine testing method (or any other statutorily approved testing method) that detects the presence of drugs/alcohol at any detectable level. Testing procedures include a two-tiered testing program to ensure maximum accuracy in the test results, observation of specimen collection, and chain of custody documentation. A two-tiered procedure means that an initial positive test will be confirmed by the use of a gas chromatography test with mass spectrometry (GCMS) or an equivalent scientifically accepted method which provides a quantitative data about the detected drug and/or alcohol. Any drug and/or alcohol test conducted or requested may occur before, during, or after the regular work period of the employee regardless of whether or not he/she is scheduled to work that day.

412.12.1 Specimen Integrity and Composition

The testing laboratory will examine specimens for signs of substitution or adulteration which includes specimens outside temperature range, specimens that do not have adequate specific gravity and creatinine concentration, or other signs of tampering. Applicants and employees are required to submit concentrated non-dilute specimens for testing. Employees or applicants who submit dilute or non-concentrated specimens will be required to re-test

within twenty-four (24) hours of result notification. Applicants and employees who submit adulterated or substituted specimens will be in violation of this policy and shall be treated as having received a positive test result.

412.13 Types of Testing

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

- Pre-Employment 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 is elicited in further detail below.

412.13.1 Pre-Employment Testing for Safety Sensitive or Mandatory-Testing positions

Job offers, for safety sensitive positions, made to applicants (post-offer) are contingent upon the applicant successfully passing a drug and/or alcohol test. Applicants who refuse to be tested will not be considered for employment and their conditional offer will be withdrawn. Further, applicants who submit dilute or non-concentrated specimens will be required to re-test within twenty-four (24) hours of result notification, and will be responsible for the cost of a subsequent test. St. Johns County may require employees who are promoted, transferred or who assume safety sensitive positions within the County to submit to drug and alcohol testing prior to the commencement of that position.

If the applicant fails to pass the pre-employment drug and/or alcohol screening, he or she will be disqualified from consideration for employment, and shall remain ineligible for employment with the County for one (1) year from the date of the initial positive test results. An applicant who fails to submit to and/or successfully pass the required pre-employment drug and/or alcohol test shall be denied further consideration for the position. Notification of positive test results for pre-employment testing shall follow the same procedures as other types of tests.

412.13.2 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.

412.13.3 Reasonable Suspicion Testing

St. Johns County will require all of its employees to submit to a drug and/or alcohol test whenever there is reasonable suspicion to believe that an employee is under the influence of or otherwise using alcohol or drugs. Reasonable suspicion requires an articulable belief by

management that an employee possesses or uses drugs or alcohol at the work place and/or is either intoxicated or impaired by such substances while working. 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 drugs or alcohol.

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 drugs and/or alcohol, 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 or alcohol.
- 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 it is believed an employee is under the influence of, or otherwise using alcohol or drugs, then the supervisor should contact the next level supervisor and the Personnel Services Department/Risk Management Division to inform them of such suspicion. Upon such observance, both the immediate and next level supervisor should promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant testing. A copy of this documentation shall be given to the employee upon request and the original sent to the Personnel Services Department/Risk Management Division for confidential retention for a period of at least one (1) year.

412.13.4 Post-Accident Testing

St. Johns County will require drug and/or alcohol 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 or harm to self or others, or damage to equipment or property. Testing may also be required when an employee's performance or actions could have contributed to the accident unless the Personnel Services Department/Risk Management Division determines, based on the best information available at the time of the decision, that the employee's actions can be completely discounted as a contributing factor to the accident. No employee shall drive a County vehicle or perform safety sensitive duties while awaiting drug screening results following an accident.

Any employee who leaves the scene of an accident or fails to remain readily available for testing (which includes alerting management of his or her location) shall be deemed by the County to have refused to submit to testing. Such refusal constitutes a violation of this policy as well as insubordination, and will be deemed as a positive test result. However, testing may be delayed while the employee assists in resolution of the accident, or is receiving medical attention. Refer to the Risk Management Section of the Administrative Code for additional information.

In lieu of administering a post-accident drug and/or alcohol test for any employee, the County may use the results from the test administered by on-site law enforcement provided a copy of the results can be secured.

412.13.4.1 Post-Accident Alcohol and Drug Testing for Commercial Drivers License (CDL) Drivers

The required post-accident alcohol test for Commercial Drivers License (CDL) drivers needs to be administered as soon as practicable, but must be administered within two (2) hours following the accident. If the required alcohol test is not administered within eight (8) hours, then efforts to conduct such tests will cease. A report must be prepared and maintained on file for the Department of Transportation stating the reasons the test was not promptly administered within the specified time. Failure on the part of the employee to complete the test in the provided time will be considered a positive test result. As specified in the USDOT regulations, no CDL driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she has completed the test, whichever comes first. Failure to comply with this provision will be considered a positive test result.

The required post-accident drug test for CDL drivers needs to be administered as soon as practicable, but must be administered within thirty-two (32) hours following the accident. If the required drug test is not administered within thirty-two (32) hours, then efforts to conduct such tests will cease. A report must be prepared and maintained on file for the Department of Transportation stating the reasons the test was not promptly administered within the specified time. Failure on the part of the employee to complete the test in the provided time will be considered a positive test result.

412.13.5 Random Testing

St. Johns County reserves the right to conduct random drug and/or alcohol testing on any or all of its employees engaged in safety sensitive, or mandatory-testing, positions at any time without prior notice. Each fiscal year, a minimum 15% of the entire population of employees in safety sensitive and mandatory-testing positions will be randomly selected for drug and/or alcohol testing. Employees covered by a Collective Bargaining Agreement will be tested in accordance with terms of the current contract.

The selection of employees for random testing shall be made by a scientifically valid, purely random method, such as a computer-generated random number table that is matched with employees' social security numbers, payroll identification numbers, or other

comparable identifying numbers. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. All random tests conducted under this provision will be unannounced. Random drug testing may be performed on all days and hours during which safety sensitive jobs are performed even if the employee is not scheduled to work on the day of the event.

412.13.5.1 Random Testing for Commercial Drivers License (CDL) Drivers

Employees with a CDL designation will be tested in accordance with federal regulations, which require annual testing for a minimum of 50% (drugs) and 10% alcohol of the entire CDL population. 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. The terms set forth in this regulation are subject to revision by the Department of Transportation.

412.15.5.2 Random Selection Procedures

Once a list of selected individuals has been generated, the employee will be contacted and directed to a collection facility within a set period of time. All employees selected for random testing must proceed to the collection site immediately after being notified. Upon arrival, the employee must comply with requests from the testing facility staff for identification and sign all required forms. Any referral forms provided by the Personnel Services Department/Risk Management Division must be presented to the testing facility personnel.

412.13.6 Return-to-Duty Testing

All employees who are afforded an opportunity to receive rehabilitation and treatment and/or to utilize an employee assistance program for substance abuse will be required to successfully pass a return-to-duty test for alcohol and/or drugs before returning to their job duties. This testing could be conducted in conjunction with a fitness-for-duty medical examination, required by the County prior to returning to work. The substance abuse professional (SAP) shall coordinate with the medical provider to ensure the appropriate testing and medical evaluation is performed based on the substance abuse problem.

412.13.7 Follow-Up Testing

After an employee has successfully completed a rehabilitation program or completed an employee assistance program for substance abuse problems and returned to duty, the employee is required to submit to unannounced follow-up testing at least once a year for a two (2) year period. Employees returning to a CDL position will be subject to unannounced follow-up testing for a period of five (5) years, or as determined by the SAP if in excess of five (5) years.

412.14 Specimen Collection and Laboratory Procedures

The County contracts with service providers who provide testing, collection facilities, and personnel (including a Medical Review Officer), and follow the requirements of all applicable laws, including the use of chain of custody procedures during transportation of

the specimen and the use of applicable specimen forms. All laboratories used by service providers are certified by the Agency for Health Care Administration. Employees and job applicants have a right to consult a medical review officer (MRO) 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 MRO before and after being tested on forms to be provided.

St. Johns County will pay the cost of all initial and confirmation drug and/or alcohol testing required from either its applicants or employees. However, all costs of additional non-required testing (repeat tests) and testing incurred during a rehabilitation period or program shall be borne by the employee. If an employee contests the results of a drug test, the employee incurs any costs of retesting. On any retest, the original specimen sample will be retested. The contesting employee shall submit payment for retest prior to retesting. If a retest of the same specimen as originally tested indicates negative presence of drugs, the employee will not be liable for the cost of the retest; the County shall reimburse the employee.

412.14.1 Positive Test Result

Following a positive test result, the MRO will attempt to contact the employee or applicant for a verification interview. During the interview, the employee or applicant may present the MRO with a legitimate medical explanation for the adulterated, substituted, and/or positive laboratory findings. If the employee or applicant does not respond to attempted contact by the MRO or declines to discuss positive test results with the MRO, then the MRO will verify the test to the employer as a "no contact" positive. If the employee or applicant's explanation is unsatisfactory to the MRO, then the MRO shall report a positive test result back to the employer. If an employee or applicant has provided an adequate explanation regarding prescription or non-prescription drug use that may affect the test results, then the MRO will verify the test as negative. The MRO may require additional medical information or evaluation before reporting test results to the employer.

412.14.2 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. Expiration dates of prescribed medication will affect the reporting of results.

- 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, Ionamine, Fastin.
- Cannabinoids – Marinol (Dronabinol, THC)
- Cocaine -Cocaine, HCl topical solution (Roxanne).
- Phencyclidine - Not legal by prescription.
- Methaqualone - Not legal by prescription.
- THC - Not legal by prescription.

- Opiates/Opioids - 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 Cantin and Roxanol (morphine sulphate), Percodan, Percocet, Vicodin, Tussi-organidin, Oxycontin, Hydrocodone, 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, Verstran, Halcion, Paxipam, Restoril, Centrax.
- Methadone - Dolophine, Methadose.
- Propoxyphene - Darvocet, Darvon N, Dolene, etc.

412.15 Challenges to Test Results

In accordance with Section, 440. 102, Florida Statutes, 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 within five (5) working days after receipt of a positive confirmed test from the Medical Review Officer. Employees may challenge the test results by contacting the Personnel Services Department/Risk Management Division, the MRO, and the testing facility within five (5) working days of receiving written notification of a positive confirmed test result. The employee or applicant may submit written information to the County explaining or contesting the test result, and explaining why the result does not constitute a violation of County policy. If the explanation or challenge of the test result is unsatisfactory, the County will provide a written explanation as to why the employee's explanation is unsatisfactory, along with the report of positive results to the employee or applicant within fifteen (15) days of receipt of the explanation or challenge. The County will keep all such documentation confidential and exempt from F.S. 119.07(1) without written consent. The employee or applicant is responsible for notifying the testing facility or laboratory of an administrative challenge or civil action brought pursuant to F.S. 440.102.

412.16 Failure to Comply with Policy and Disciplinary Action

The County will use a refusal to submit to a drug and/or alcohol test, attempts to contaminate specimens, interfere or violate County testing procedures, or a positive confirmed drug or alcohol test, as a violation of this policy and grounds for disciplinary action, up to and including termination. This will be used as the basis for a refusal to hire job applicants. Volunteers found to be in violation of this policy will no longer be considered eligible volunteers. Employees who refuse to submit to a drug and/or alcohol test or who receive a positive confirmed test, forfeit all rights to Workers' Compensation medical and indemnity benefits.

Disciplinary action, up to and including termination, will be recommended if the employee's violative conduct constitutes an immediate and direct threat to human safety, causes injury or harm to oneself or others, constitutes conduct unbecoming to a County employee or violates any possession of illegal drug laws. The County may forego termination and allow the employee to participate in drug counseling or another rehabilitation program for the purpose of enabling the employee to permanently cease the prohibited conduct.

412.17 Employee Assistance Program

Employees who are concerned about their drug and/or alcohol use or abuse are strongly encouraged to voluntarily seek assistance through the County's EAP provider, other SAP, mental health provider, or other rehabilitation program. The employee's decision to voluntarily enter such a program will not be used as the basis for disciplinary action, and will be at the sole expense of the employee. If a rehabilitation program is offered as an option to mitigate disciplinary action, the employee must satisfactorily participate in and complete the program as a condition of continued employment. If an employee participates in such a program, he or she must consent to the release of information to the County regarding the progress and successful completion of the rehabilitation program. Failure to consent to the release of such information will be considered failure to participate in the program and a violation of the County Drug Free Workplace Policy.

Employees participating in a rehabilitation program may be placed on leave status while participating in such a program or may continue to work in non-safety sensitive positions as available and at the discretion of the Personnel Services Director and department director. The employee shall be required to use accrued leave prior to being placed on leave without pay. Successful completion of a return-to-duty test will be required prior to returning to work. The employee will also be subject to unannounced follow-up testing after the program is completed as outlined in the Follow-up Testing section of this policy. This testing should be conducted in conjunction with a fitness-for-duty medical examination as required by the County prior to returning to work. The SAP shall coordinate with the medical provider to ensure that the appropriate testing and medical evaluation is performed based on the substance abuse problem.

An employee who declines to participate in or fails to complete drug and/or alcohol counseling/rehabilitation program, or an employee having successfully participated in such a program who again engages in conduct prohibited by this policy or tests positive a second time may be subject to disciplinary action, up to and including termination.

407.18 Drug Rehabilitation Programs

The following is a sample of the available Drug Rehabilitation Programs in Northeast Florida.

The Treatment Center – (904) 201-9768

Wekiva Springs – (904) 296-3533
3947 Salisbury Road
Jacksonville, Florida 32216

Gateway Community Services, Inc. – (904) 646-4889
2671 Huffman Blvd.
Jacksonville, Florida 32246

The County's EAP provider can provide counseling and referrals for substance abuse

programs.

New Directions Behavioral Health – 1-800-624-5544 (available 24 hours a day)

- Website: www.NBDH.com
- Log In: sjcfl