

COLLECTIVE BARGAINING AGREEMENT

Between

ORANGE COUNTY LIBRARY DISTRICT

And

SERVICE EMPLOYEES INTERNATIONAL UNION,
FLORIDA PUBLIC SERVICES UNION

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ARTICLE 1
PURPOSE

- 1.1 This Agreement is entered into this 15th day of April 2013, by and between **Orange County Library District**, hereinafter referred to as the "Employer", and the **Service Employees International Union, Florida Public Services Union**, hereinafter referred to as the "Union".
- 1.2 The purpose of this Agreement is to provide a fair and reasonable method by which the Employees covered by this Agreement can participate, through their exclusive bargaining representative, in the establishment of terms and conditions of their employment. This Agreement seeks to establish harmonious and productive relationships between the Employer and Employees to clarify certain rights, privileges and obligations of the parties as they relate to this Agreement; establish an orderly procedure for the resolution of difference between employees and the Employer; establish an amicable process for collective bargaining; and to set forth herein the agreement between the parties concerning wages, benefits, and other terms and conditions of employment in order that the citizens of the District receive the best possible service. The Parties agree to treat each other with dignity and mutual respect.

ARTICLE 2 **RECOGNITION**

Section 2.1 – Bargaining Unit Definition

A. The Employer recognizes the Union as the exclusive and sole bargaining representative for all full time professional employees in the following unit as defined by the Public Employee Relations Commission (PERC) on May 3, 1999 (Case No. EL-99-009, PERC certification #1255):

Branch Librarian
Collection Development Librarian
Community Relations Specialist
Inter-library Loan Program Librarian
Main Library Circulation Coordinator
Main Reference Librarian
Programmer
Programs & Special Events Coordinator
QuestLine Reference Librarian
Special Services Coordinator
Storyteller
Technical Services Coordinator
Youth Services Librarian

B. The following employees are excluded from the Bargaining Unit: all temporary, seasonal and part-time employees; all managerial and confidential employees as defined by the Florida Public Employee Relations Act; all supervisory, clerical, support staff and all other employees in job classifications not specifically included in the certification issued by PERC in case No. EL-99-009, certification #1255, except as amended as outlined in Section 2.2 of this Article.

Section 2.2 Job Classifications

The Employer has the right to create, modify, or delete job classifications (titles). The Employer agrees to bargain with the Union over the impact on the Bargaining Unit of any such decision. Additions to, or deletions of, job classifications to or from the Bargaining Unit shall be by mutual consent of the parties or, in the case of a dispute, by determination of the Public Employee Relations Commission.

Section 2.3 Agreement

Except for the provisions of the Benefit Plans discussed in Article 11, Section 11.2 – 11.5, the extent that provisions of any past practices or any handbook, rule book, manual, or other written document produced by the Employer, conflict with the provisions of this Agreement, this Agreement shall prevail.

Section 2.4 Agreement Concerning Support Staff

During the term of this Agreement, the Union agrees to refrain from seeking to represent and to refrain from accepting into its membership all full-time and regular part-time support staff personnel, including, but not limited to the following classifications and any other support staff positions that may be created during the term of this contract.

Accountant, Accounting Specialist, Administrative Assistant to the Director, Branch Circulation Clerk, Branch Collections Clerk, Branch Customer Service Lead, Branch Shelving Clerk, Cash Clerk, Children's Program Assistant, Collection Development Clerk, Collection Development Ordering Assistant, Community Outreach & Administrative Coordinator, Community Relations Aide, Community Relations Bookstore Clerk (Retail Operations Coordinator), Computer Equipment Technician, Copy Cataloger, Custodian, Custodian Trainer, Customer Support Specialist (CRC), Digital Access Architect, Digital Content Specialist, Direct Order Clerk, Division Administrative Assistant, DRI Special Reference Clerk, Facilities & Operations Clerk, Floor and Furnishings Custodian, Graphic Designer, Greeter & Information Desk Clerk, Human Resources Administrative Assistant, Human Resources Assistant, Human Resources Specialist, Information Systems Administrative Assistant, Instructional Technology Specialist, Lead Branch Circulation Clerk, Lead Custodian, Lead Shelving Clerk, Library Service Assistant, Mail Clerk, Main Library Circulation Clerk, Main Library Collections Clerk, Main Library Shelving Clerk, Maintenance Assistant, Network Engineer, Purchasing Clerk, Questline Reference Assistant, Receptionist, Reference & Information Project Coordinator, Reference Clerk, Service Clerk, Special Services Clerk, Technical Services Assistant, Technical Services Material Processor, Technical Services Standing Order Clerk, Technology and Customer Support Specialist (Branch Library), Technology and Customer Support Specialist (Main Library), Tutor for Teens, Web Design Specialist, Web Developer, Web Maintenance Specialist, Youth Outreach Coordinator, Youth Program Aide, Youth Programs Assistant, Youth Programs Coordinator.

ARTICLE 3 **DEFINITIONS**

- Bargaining Unit – That group of employees determined by the employer and SEIU, Florida Public Services Union and approved by PERC to be appropriate for the purpose of collective bargaining.
- Benefit- The economic benefits described in Articles 11, 12, 16, and 20.
- Certification – The designation by PERC of an employee organization as the exclusive representative of the employees included in the bargaining unit.
- Day(s) – When used shall refer to calendar days unless otherwise specified.
- Discrimination – Making a significant adverse change in an employee's employment status because of the employee's race, age sex, national origin, or religion, when another employee outside of the former employee's protected status is similarly situated in all relevant respects to the former employee and is not subject to the same change in employment status.
- Domestic Partner - A domestic partner is defined as an individual residing together with an employee of the same sex and sharing financial obligations. The employee and designated partner shall be required to sign certification that they meet the above requirements.
- Employee- any employee holding a position listed under Article 2, Section 2.1
- Employer – The Orange County Library District
- Grievance – a timely written allegation filed according to the guidelines established in Article 14, Section 4 of this Agreement, by a grievant that there has been a violation of, or non-compliance with, a specific Article(s), Section(s), or provision(s) of this Agreement while this Agreement is in force.
- Grievant - The party, whether an individual employee, a group of employees, the Union itself or the Union representing an individual employee or a group of employees, alleging that there are grounds for a grievance.
- Imminent and direct threat – high probability of substantial and immediate physical harm to the individual that cannot be eliminated or reduced by reasonable efforts at mitigation.
- Introductory Learning Period – the first ninety (90) days of employment.
- Job Classification – any one of the positions listed in Article 2, Section 2.1
- Just Cause – a real cause or basis for discipline as distinguished from an arbitrary whim and caprice; that is, some cause or ground that a reasonable employer, acting in good faith in similar circumstances, would regard as a good and sufficient basis for discipline up to and including termination.
- Lay off – A reduction in force
- PERC – The Public Employees Relations Commission created by Section 447.003, Florida Statutes.
- Progressive Discipline – Steps outlined in Article 13.4

- Regular Service – Service calculated from employee’s date of transfer to regular payroll.
- Reopener – The process by which designated terms and conditions of employment covered by this agreement may be renegotiated during the term of the Agreement. See Article 21.
- Scheduled medical and dental appointments – a minimum of 24 hours notice for the purpose of a medical or dental appointment. Maximum amount of time allowed for this purpose including appointment and travel time to and from appointment is 3.5 hours per day.
- Seniority – The length of continuous service in any job classification in the bargaining unit. See Article 19.
- Steward – an employee designated by the Union as the first line Union representative at the work site.
- Strike - means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by employees from the full and faithful performance of the duties of employment for the purposes of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of public employment; the concerted abstinence in whole or in part by employees from the full and faithful performance of the duties of employment for the purposes of participating in a deliberate and concerted course of conduct which adversely affects the services of the employer; the concerted failure of employees to report for work after the expiration of this Agreement, and picketing in furtherance of a work stoppage. The term “strike” shall also mean any overt preparation for a strike, including but not limited to, the establishment of strike funds with regard to the above listed activities.
- Tardy – the employee must be at his work station fully able and ready to work when scheduled. There is no grace period.
- Technological change – a substantial change initiated by the Employer to a technological platform (e.g. integrated library automation system, telephone system and equipment) used by an employee to perform his assigned duties.
- Temporary Reassignment: Relocation from one work site to another while working at the same job title or change from one job title to another having the same pay grade.
- Transfer - A transfer occurs when an employee changes from one work site to another while working in the same job title, or as an employee changing from one job title to another having the same pay grade.
- Union – Service Employees International Union, Florida Public Services Union.
- Union Business Pool – A pool of hours initially established by a contribution from each union member of eight (8) hours of non-refundable vacation or floating hours. Pool time shall be used for the purposes outlined in Article 4, Section 2 E, and Section 7.5.

- Union Representative – any person designated by the Union to represent the interests of the bargaining unit.
- Vacancy - An open position, previously held by a bargaining unit employee, within the bargaining unit that the Employer decides to fill.

ARTICLE 4 **NEGOTIATIONS**

Section 1 - Collective Bargaining

- A. Representatives of the Union and the Employer shall meet and collectively bargain in good faith with the intent to reach an agreement regarding wages, benefits and terms and conditions of employment. The agreement so bargained shall be reduced to writing and signed by representatives of the Union and the Employer.
- B. The Employer agrees to negotiate directly with the designated Union bargaining team and not with individual employees.
- C. Bargaining team members of both parties shall respect the right of each side to present their positions.
- D. All tentative agreements shall be reduced to writing and signed and dated by the chief spokesperson for each party. Each party shall receive a signed and dated copy. Except for a tentative agreement on dues deduction, all tentative agreements on specific issues shall be contingent upon an overall agreement being reached by the parties. Except for a tentative agreement on dues deduction, no tentative agreement on any item shall be considered in effect or binding on either party until an overall agreement is reached and ratified by both parties.
- E. The parties agree to address and resolve all, or substantially all, non-economic issues before addressing economic issues in bargaining.
- F. Bargaining teams will meet in open sessions. Either party may caucus at any time during negotiations. The date, time and agenda for the next session will be established by mutual agreement at the end of each session.
- G. All proposals and counter proposals shall be in writing. Proposals shall indicate whether it is Union or Employer proposal and the date and time the proposal is made. Both parties shall make enough copies of proposals so that each member of the other bargaining team may have a copy.
- H. Either party may video or tape record negotiations. To the extent possible, such recordings shall be non-intrusive. Each party will provide the other, upon request and payment of a reasonable fee, copies of such recordings.
- I. When a tentative agreement is reached on all issues, it will be submitted to the Bargaining Unit for ratification. Following ratification by the Union, the tentative agreement will then be submitted to the Employer's Board of Trustees for ratification. All members of the Employer's bargaining team will use their best efforts to secure ratification.

Section 2 - Bargaining Teams

- A. Neither party shall have any control over the selection of the bargaining representatives of the other party. Each party shall furnish the other a list of the current members of their bargaining team.
- B. Each party shall designate a chief spokesperson who shall be the primary spokesperson during negotiations. Both parties will direct all questions to the other party's chief spokesperson. All members of each bargaining team shall be permitted to speak at the bargaining table as needed.
- C. Each party reserves the right to change the designated members of their bargaining team and their designated spokesperson.
- D. Each bargaining team may have consultants present at bargaining sessions, who shall also be permitted to speak at the bargaining table. Each party shall bear the costs of its own consultants, if any.
- E. Provided adequate coverage as determined by the Employer, the Employer will allow members of the Union's bargaining committee to use union business pool time. When such union business pool time is depleted members of the union's bargaining committee may request vacation leave, leave without pay, or arrange for a schedule adjustment to attend bargaining sessions. Time spent for this purpose will not be considered overtime.

Section 3 - Authority of Representatives

- A. Both parties pledge that their representatives shall have power and authority to make proposals, consider proposals, make concessions and sign tentative agreements.
- B. The chief spokesperson for each party shall have the authority to reach tentative agreement on individual proposals and on an overall agreement.

ARTICLE 5 **SCOPE**

Section 1- Severability

The parties agree that this Agreement is severable and if any paragraph, phrase, sentence or part is declared to be void by a court or agency of competent jurisdiction, or amended or repealed by a legislative body, it shall not be construed to void, amend, or repeal the entire Agreement. Any voided provision(s) so affected by the voided language, shall be the subject of negotiations between the parties beginning within thirty (30) days or the parties may by mutual agreement delay addressing the voided provision(s) until subsequent negotiations.

Section 2-Complete Agreement

- A. The Parties acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. This constitutes the entire agreement arrived at by the parties and settles all demands and issues with respect to all matters subject to collective bargaining.

- B. All terms and conditions of employment, rules, policies and procedures not covered by this Agreement shall continue to be subject to the Employer's direction and control. To the extent required by law the Employer agrees to bargain over the impact of any changes to such conditions of employment, rules, policies and procedures.

ARTICLE 6 **EMPLOYEE RIGHTS**

Section 6.1 - Union Representation

- A. Employees have the right to request the assistance of a bargaining unit member or a Union steward or representative when the employee has a reasonable belief that a meeting with an Employer representative will or may lead to disciplinary action or when the employee is issued discipline.
- B. All employees shall have the right to meet with a Union representative during regular work hours, up to one hour plus travel time, where the Union is investigating the facts to file or to pursue a grievance.
- C. When an employee requests Union representation pursuant to section A or B, the Employer will endeavor to accommodate the request as soon as is reasonably practicable. No action shall be taken until Union representation is provided. However, in no event shall the meeting be delayed more than one working day without the mutual consent of both parties.

Section 6.2 - Privacy

- A. The Employer shall notify an employee when any person or organization other than the Employer, the Union, law enforcement personnel, or other governmental agency requests access to the personnel file maintained on each employee by the Employer. Upon request, Employees shall be provided with one free copy of any document in their file. Additional copies of documents will be provided at employee's expense.
- B. The private and personal life of an employee, including additional employment, are not within the appropriate concern or attention of the Employer (except as otherwise addressed in this contract), provided that these activities do not impair 1) the employee's effectiveness or performance as an employee of the Employer or 2) the effectiveness of the Employer to conduct business.

Section 6.3 - Union Emblems

Employees shall be permitted to wear a button, pin, logo, or sticker of reasonable size (not to exceed two inches in diameter) bearing the emblem of the Union during his working time.

Section 6.4 - Nondiscrimination

Employees shall have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing. No employee shall be intimidated, restrained, coerced, or discriminated against in a manner which would violate any applicable law by either the Employer or the Union because of the exercise of these rights. The Employer agrees that there shall be no discrimination against any employee due to Union activities or affiliation.

The Employer further agrees to continue its policy of non-discrimination based on sexual orientation.

ARTICLE 7 **UNION RIGHTS**

Section 7.1 Representatives

- A. The Union shall have the right to designate, and the Employer shall recognize, up to eight (8) Shop Stewards from the Bargaining Unit. The Union shall provide an up-to-date list of the names of Stewards and other Union representatives to the Employer upon the effective date of this Agreement and, thereafter the Union shall notify the Employer promptly of any changes of such individuals. Each Steward shall be authorized to represent any member of the bargaining unit. Union stewards will be on a paid status during grievance / "Weingarten" meetings in accordance with section 7.5.
- B. While absent from work due to personal illness or injury, an employee shall not function as a Shop Steward.
- C. No employee, steward, or Union Representative shall solicit membership, collect money or distribute union material during his own or another employee's (bargaining unit or other) working hours.

Section 7.2 Information

- A. The Employer will make available via the provision of a user name and password access to any information posted on the staff intranet. Such information may include employee notices and job vacancies.
- B. The Employer will make available to the Union via the Library's public website access to the monthly board packet.
- C. Nothing in this Section shall prevent the Union from requesting, and the Employer providing, additional information or the same information more frequently and the Employer charging fees that they would normally charge a member of the public.

Section 7.3 Orientation and Committees

- A. Orientation - The Employer shall grant the Union fifteen (15) minutes' time to speak with new employees during a formal program of orientation conducted by the Employer. Employees attending the union presentation during orientation shall be paid.

As an exception to 7.1(c), the Employer and the Union agree that:

- 1. The Union representative will be able to make Union related materials available to the assembled employees by placing them on a table in the room. In reference to the material, the Union representative may say such words as, "I have placed more information about the union on the table. Please feel free to take a packet if you are interested." The Employer agrees to notify the Union representative who made the presentation of any

remaining packets at the end of the full orientation program. The Union representative will reclaim any untaken packets.

2. The Union representative will not solicit membership.
3. No other exceptions to 7.1C are authorized.

- B. Committees - Whenever the Employer forms a committee that includes employees from the bargaining unit and that addresses wages, hours, and working conditions the Union shall have the right to designate two (2) representatives. When the Employer forms a committee that includes bargaining unit members to address other issues, the Union shall appoint one (1) representative. When the committee meets, employees shall be paid at their regular rate of pay. The Employer reserves the right to discontinue any committee at any time for any reason.

Section 7.4 Facilities

The Union steward shall be permitted reasonable use of the Employer's telephones, for local calls, and computers, without charge, in order to facilitate the filing of a grievance. The Union agrees that this usage shall not occur during an employee's work hours. The Employer will provide during the term of the contract one copy card with 100 copies to be used in order to facilitate the filing of a grievance.

Section 7.5 Union Business Pool Time for Grievance Meetings

- A. A shop steward participating in Grievance meetings as described in Steps 1, 2 and 3 of the Grievance process shall be compensated by contributions of equal amounts of time from the Union Pool and the Employer. A shop steward participating in Grievance meetings as described in Step 4 of the Grievance process shall be compensated from the Union Pool only. If there is insufficient Union Business Pool Time, the shop steward may request vacation, floating hours, a schedule adjustment, or time without pay.
- B. Shop Stewards participating in a grievance meeting shall coordinate the use of any type of leave for grievances with their managers.
- C. On May 10, 2013 and on May 1, 2014 the Library shall deposit 50 hours into the Union Business Pool Time bank.

Section 7.6 Union Leave of Absence

Long Term: Upon advance notice by the Union, such notice being given as far in advance as possible but no less than fifteen (15) workdays, the Employer agrees to annually grant one (1) employee an unpaid leave of absence for a period of no less than 80 hours and no more than 480 hours for the purpose of engaging in Union activities full-time. The employee shall be designated by the Union.

The Employer will recognize such Union leave as a COBRA qualifying event. At the conclusion of the leave, the employee shall be entitled to return to the same position with the same rate of pay, seniority, Deferred Compensation status, accrued pension benefits and years of service he held at the beginning of the leave.

Short Term Leave: The Employer agrees to approve up to eighty (80) hours unpaid leave annually to be used by union members to attend Union conventions, conferences and other Union activities.

Union members on short term leave cannot participate in any meeting or discussion with members of the Orange County Board of County Commissioners or the Orlando City Council or their staffs for any purpose during this leave. Additionally, union members on short term leave are prohibited from campaigning for any individuals running for office on the Orange County Board of County Commissioners or Orlando City Council during this leave. Violation of any of these prohibitions will result in termination of the union member involved without being subject to the grievance provisions of this Agreement.

Short term leave shall be requested in 8 hour increments. The procedures and rules that govern the request of vacation leave, including adequacy of staffing levels, will apply to any request to take short or long term leave. Any such request would not be unreasonably denied.

ARTICLE 8
MANAGEMENT RIGHTS

8.1 Except as expressly and clearly abridged or modified by specific provisions of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights, powers, authorities, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Florida including but not limited to, Laws of Florida 99-486, as may be amended from time to time, and the by-laws of the Orange County Library Board of Trustees as may be amended from time to time.

8.2 It is the right of the Employer to determine unilaterally its purpose, to set standards of services to be offered to the public and to exercise control and discretion over its organization and operations. For the purpose of illustration but without limitation, the Employer retains the right to:

Manage, administer, operate, supervise, oversee, and maintain all library facilities and services, programs and functions.

Determine and define the Mission and standards of service for the Library and take action to carry out such Mission and standards.

Institute technological changes, create or discontinue programs and/or services, departments, branches, and other units of operation.

Open, close, locate, or expand departments, branches, and other units of Library operation. Relocate, remodel or otherwise revise operations and facilities as may be deemed necessary.

Determine the method, means, hours and days of operation and personnel by which the Library System's operation is to be conducted.

Assign duties, hours, and responsibilities to its employees accordingly, including determining the duties to be included in job descriptions and classifications, and the numbers, types and grades of positions or employees assigned to an organizational unit, department or project.

Control and regulate the use of all of the Employer's property, owned or leased.

Establish, interpret and enforce Library service policies.

Contract or subcontract existing and future work.

Hire, train, transfer, assign, evaluate, retain, or promote employees and determine the standards of selection for employment and continued employment.

Rebalance staff among work locations. In the event of a large reallocation of staff, staff eligible to apply for positions at the receiving locations, no matter their current work location, will be eligible to participate in the process.

Determine internal security practices.

Relieve employees from duty due to lack of work, funds or other legitimate business reasons.

Suspend, demote, discharge, and take disciplinary actions with just cause.

Establish, interpret, modify, publish, promulgate and enforce personnel rules and regulations.

Assign employees, regardless of bargaining unit status or job description, to conduct necessary work.

Schedule and assign work, including overtime or schedule adjustments.

Establish work and productivity standards.

Prepare, adopt, and amend fiscal budgets.

Enter into and enforce contracts.

- 8.3** The provisions of this Agreement may be suspended by the Library Director or designee, in part or in whole, if it is determined, at the Employer's sole discretion, that emergency conditions exist, provided that wage rates and monetary fringe benefits shall not be suspended. Emergency conditions may include, but are not limited to, riots, civil disorders, tornado conditions, hurricane, floods, or other similar catastrophes. Upon the cessation of the declared emergency, provisions of the Agreement shall once again be in effect. Changes made due to the emergency shall revert to the pre-emergency condition. This section should not be construed to require the Library to pay employees when the Library is unable to provide work due to the emergency conditions.
- 8.4** All other rights to manage the organization and operations, functions and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the Employer.

ARTICLE 9
UNION DEDUCTIONS

Section 1 - Dues Deduction

- A. For each employee who signs and submits an authorization form, the Employer shall withhold from the wages of each payroll check membership dues as designated in writing by the Union. The Employer shall forward such dues once a month in the form of a check (payable to "SEIU Florida Public Services Union") to the designated official of the Union by the tenth day of the month following the deductions. At the same time, the Employer shall forward a list showing the names and amount of dues deducted for each employee.
- B. Such authorization shall continue in effect until the Union notifies the Employer in writing when deductions for membership dues are to be discontinued for any employee, in which case deductions will cease within thirty (30) days.
- C. The Union agrees to provide written notification to the Employer thirty (30) days prior to the effective date of any change in the amount of dues to be deducted. When such a change occurs, the Employer may charge a reasonable fee for the changes to payroll records that may be required.

Section 2-COPE Contributions Deduction

For each employee who signs and submits an authorization form, the Employer shall withhold from the wages of each payroll check voluntary contributions to the Unions Committee on Political Education (COPE). The Employer shall forward such contributions once a month in the form of a check (payable to "SEIU Florida Public Services Union") to the designated official of the union by the tenth day of the month following the deductions. At the same time, the employer shall forward a list showing the name and amount of the contributions deducted for each employee. Such deductions shall continue in effect until the Union notifies the Employer in writing when deductions for COPE contributions are to be discontinued for any employee in which case deductions will cease within thirty (30) days.

Section 3 – General

- A. The effective date for initiating deduction for dues and COPE contributions shall be the payroll check date which is at least ten (10) calendar days following the date the authorization form was received by the Human Resources Department.
- B. When an employee's employment with the Employer is terminated or if the employee moves to another position with the Employer that is outside the bargaining unit, the effective date for discontinuing deductions shall be the date of termination or movement to such position.

- C. If an employee who has authorized dues and/or COPE contributions under this Article has a net check that is insufficient to provide the full designated amount(s) of deductions, then no dues and/or COPE contributions will be made for that pay check. Dues deductions will be made after all other deductions.
- D. The Employer will charge a recurring fee of \$12.50 total for the monthly check and list issued to the Union. The Employer will invoice the Union in advance annually for the check charges.

Section 4 – Indemnification

The Union agrees to indemnify and hold the Employer harmless against and from any and all claims, suits or other forms of liability arising out of an action the Employer may take in order to deduct money for Union dues or COPE contributions from employee's pay. The Union assumes full responsibility for the disposition of the money so deducted once it has been turned over to the properly designated official of the Union.

ARTICLE 10
PROHIBITION OF STRIKES AND LOCKOUTS

- A. Neither the Union nor its members shall participate in a strike against the Employer by instigating, encouraging, or supporting a strike in any manner.
- B. "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by employees from the full and faithful performance of the duties of employment for the purposes of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of public employment; the concerted abstinence in whole or in part by employees from the full and faithful performance of the duties of employment or the purposes of participating in a deliberate and concerted course of conduct which adversely affects the services of the employer; the concerted failure of employees to report for work after the expiration of this Agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation for a strike, including, but not limited to, the establishment of strike funds with regard to the above listed activities.
- C. During the term of this Agreement, the Union will do everything in its power to prevent its members from engaging in a strike and that in the event a strike does occur; the Union will use all available means to effectuate a cessation of strike activity.
- D. The Employer may discharge or discipline any employee who participates in or promotes a strike and the Employer acknowledges that such discipline or discharge is subject to the grievance procedure.
- E. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- F. The Employer agrees to not lock out employees.

Article 11
Compensation

Section 11.1 Wages

A. In order to recruit qualified applicants, the Employer will offer the selected candidates a starting pay no less than the amounts in the chart shown below. Such salaries shall not exceed those of current employees with equivalent work experience.

Starting Salaries:

Position	Annual Salary
Grade 6	\$31,268
Grade 7	\$40,448
Grade 8	\$48,765

The starting salaries referenced above are effective for new employees hired on or after October 1, 2014.

B. Each employee will receive a 3% salary increase effective with the first paycheck in October 2014.

C. Nothing set forth in this article is intended to cause, nor shall cause a decrease in the salary currently being paid to any employee.

D. Implementation of this Section, including the salary increases reflected herein, is contingent upon ratification of this Agreement by the Board of Trustees and the Governing Board's subsequent approval of the Library's FY 15 budget, including salary increases for staff, when presented to them during the ordinary course of the budgetary process.

11.2 Defined Benefit Pension Plan

The Employer shall continue to assume the full cost of Plan benefits; provided, however, that the Employer may require an Employee contribution if the State of Florida and Orange County require their employees to contribute to their pension plans. The Union specifically waives any right to bargain over the impact of any changes the Employer may make concerning this Plan.

The Employer intends to continue the Plan indefinitely, but reserves the right to modify or terminate the Plan at any time. If the Plan is terminated, each participant will become 100% vested regardless of his or her years of service in the Plan and will receive his or her accrued benefit determined as of the date of termination, but only to the extent that the accrued benefits are fully funded. The Plan's trustee will make provisions for all benefit liabilities and expenses accrued under the terms of the Plan through the purchase of contracts or direct payment of benefits and expenses.

11.3 Defined Contribution Pension Plan

The Employer shall continue to fund contributions to the Plan. The Union specifically waives any right to bargain over the impact of any changes the Employer may make concerning this Plan.

During the continuance of the Plan and subject to the Employer's right to terminate or amend the Plan, for each Plan Year, the Employer shall contribute to the Plan an amount equal to 7.5% (or any percentage as may be required to satisfy the minimum benefit requirement of subsequent amendments to Treasury Regulation Section 31.3121(b) (7)-2(e) (2)) of each employee's annual compensation.

11.4 Money Purchase Plan

The Employer shall continue to fund contributions to the Plan. The Union specifically waives any right to bargain over the impact of any changes the Employer may make concerning this Plan.

During the continuance of the Plan and subject to the Employer's right to terminate or amend the Plan, for each Plan Year, the Employer shall contribute to the Plan an amount equal to 9% of each employee's annual compensation.

11.5 Section 457 Deferred Compensation Plan

The Employer shall continue to offer a deferred compensation plan, which is funded by deferrals of gross salary. The maximum amount of an Employee's gross salary, which can be deferred, will be governed by IRS regulations. The Employer shall continue to process forms and remit deferred compensation funds to the plan administrator.

11.6 Parking

The Employer shall continue to pay for parking (available only at the Main Library), LYNX bus passes for employees, and up to \$110.00 a month (or the equivalent cost for parking) for Sun Rail passes for employees.

11.7 Mileage Reimbursement

When required to use his personal vehicle for Library approved business, the Employee shall be reimbursed at the mileage rate stated in IRS Regulations.

11.8 Direct Payroll Deposit

The Employer shall provide direct payroll deposit to a financial institution designated by the Employee.

11.9 Employee Borrowing Privileges

Employees shall be allowed borrowing privileges of the Library's collection and will follow the same circulation policy as it applies to any Library patron. Overdue fines will not be assessed to employees, but the privilege will be suspended if standard borrowing parameters are exceeded. No collection agency fees will be charged employees without prior notification and providing the employee a 10 day opportunity to bring the account current. Failure to enforce this provision by the Employer shall not be deemed to be a waiver of the Employer's right to enforce it in the future.

11.10 Labor Management Committee

A permanent standing Labor Management Committee consisting of Union Representatives and Library Management shall meet to discuss operational issues of concern. The Committee shall meet at times and locations mutually agreed upon. Meetings shall be called no more than quarterly. Union representatives shall be paid for their time served on the Committee at their regular rate of pay. It is understood by the Parties that the Labor Management Committee is not to engage in collective bargaining.

11.11 Pension Plan Documents

The Parties acknowledge that the Pension Plan documents dictate the terms and eligibility of the benefits discussed in Sections 11.2 through 11.5 above.

ARTICLE 12 **INSURANCE**

12.1 Employee Insurance Benefits

The Employer will provide Employees with the same health, dental, life, and long term disability benefits provided to Non-Bargaining unit staff. These benefits include the following:

- Health & Dental Insurance – The Library will pay premiums for standard medical and dental coverage.
- Life Insurance – The Library will pay premiums for life insurance coverage equal to twice the employee's annual salary rounded up to the nearest thousand.
- Long Term Disability Insurance-The Library will pay premiums for long term disability coverage equal to 67% of the employee's monthly compensation, not to exceed a maximum benefit of \$5,000.

The above is only meant to be a very brief listing rather than a complete description of the benefits and related eligibility requirements. For a complete description, contact Human Resources.

The Union agrees that by providing this list of benefits the Employer's rights as specified below are not diminished in any way. In particular, the Union recognizes the Employer's right to modify this insurance, including but not limited to provider, coverage, and benefits from time-to-time and specifically waives any right it may have to bargain over the decision or the effect of the decision so long as any modification applies equally to Bargaining Unit and Non-Bargaining Unit Employees of the Library.

A. The Employer agrees to continue holding annual meetings of the Health Insurance Committee for the purpose of considering health and dental insurance coverage options for the subsequent calendar year and making recommendations about this coverage to the Administrative Team.

B. The premiums for dependent health and dental coverage, and optional life insurance for the employee and dependents shall be paid by the employee through payroll deductions.

12.2 Retiree Healthcare Benefit

A. Eligibility

In order to be eligible for the retiree healthcare benefit, employees must:

- Have been hired prior to December 9, 2004;
- Have at least 10 years of service measured from the date of transfer to regular payroll; and
- Receive a retirement benefit from the Employer's Defined Benefit Pension Plan directly upon termination/retirement from the Library

B. Amount

The monthly benefit, which shall be calculated when the employee retires from the Defined Benefit Pension Plan shall equal \$14 for each full year of service measured from the date of transfer to regular payroll through the last day of employment.

C. The employee may apply this benefit towards the cost of the Employer's group health insurance coverage, including Medicare supplement or advantage coverage, and pay the difference in advance between the actual monthly cost of the coverage and this benefit.

D. For Retirees ages 55 – 64, the amount of the monthly benefit, as calculated above, shall not exceed the actual cost of the coverage to the Employer. For retirees ages 65 and older, the amount of the monthly benefit for the Medicare supplemental or advantage coverage shall not exceed the lesser of the actual cost of the coverage to the Employer or \$310.

E. This section applies only to those employees who retire during the term of this contract.

ARTICLE 13 **DISCIPLINE**

13.1 Introductory Learning Period

- A. All newly hired employees shall have a Introductory Learning Period of ninety (90) days. The Employer has the right to extend the Introductory Learning Period an additional thirty (30) days at its sole discretion. This section (13.1A) is subject to the grievance procedure.

- B. During the Introductory Learning Period, employees shall enjoy all rights guaranteed by this Agreement, but shall not have the right to appeal discipline, including termination, through the grievance and arbitration procedure. An employee in his Introductory Learning Period may be dismissed or disciplined at the Employer's sole discretion. Upon completion of the Introductory Learning Period, the employee shall be placed on full-time, regular employment status.

13.2 Just Cause

Employees who have completed their Introductory Learning Period shall not be subject to any form of discipline without just cause.

13.3 Corrective Action

When given, verbal counseling, managerial coaching or written instruction are corrective in nature and are not discipline and therefore are not subject to the grievance procedure.

13.4 Progressive Discipline

Employees will be furnished with written documentation outlining the reason(s) for any disciplinary action. As appropriate to circumstances, Oral Warning, Written Warning, Decision-Making Leave, or Termination may be utilized. An Oral Warning may be used when verbal counseling, managerial coaching or written instruction have not resulted in a correction. This should not be construed as obligation on the part of the Employer to provide such counseling, coaching or instruction prior to the issuance of any discipline. Multiple offenses (i.e. more than two Oral Warnings) of a different nature, may result in more serious progressive discipline.

- A. Decision-Making Leave is paid leave, not to exceed eight (8) hours, during which the employee leaves work for the balance of his shift to decide whether to continue working for the Employer. Once the employee receives a Decision-Making Leave for any offense, the next offense in any category may result in immediate termination.

- B. Following an employee's Introductory Learning Period, disciplinary action taken in the Progressive Discipline process up to and including termination is subject to the grievance procedure provision of this Agreement. Disciplinary action will be considered inactive twelve (12) months after the date of the last action.

13.5 Rules of Conduct

The rules of conduct listed in the OCLS Employee Handbook are illustrative only and not all-inclusive. The Employer may adopt, change, or modify the rules of conduct. The Employer will post on the staff intranet all rules so changed for ten (10) days prior to becoming effective. Once rules are published electronically, all employees will be deemed to be on notice of them. To the extent required by law, the Employer agrees to bargain over the impact of any such changes.

ARTICLE 14
GRIEVANCE AND ARBITRATION PROCEDURE

14.1 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise involving the interpretation or application of this Agreement.

14.2 Definitions

- A. Grievant – The party, whether an individual employee, a group of employees, the Union itself or the Union representing an individual employee or a group of employees, alleging that there are grounds for a grievance.
- B. Grievance - A grievance within the meaning of the Agreement shall consist of an allegation by a grievant that there has been a violation of, or non-compliance with, a specific Article(s), Section(s), or provision(s) of this Agreement while this Agreement is in force.

14.3 Representation

- A. All employees shall have the right to a fair and equitable grievance procedure administered without regard to membership or non-membership in any organization. The Union shall not be required to process grievances for employees who are not members of the organization.
- B. All employees will have the right of Union representation at each step of the grievance procedure, if they desire and the Union agrees. If the Union agrees to represent the grievant, the grievant will not be required to discuss any grievance if the Union representative is not present.
- C. Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his own grievance in person or with the assistance of legal counsel at arbitration. Such grievances may be adjusted without the intervention of the Union, but no adjustment will be made that is inconsistent with the terms of the Agreement then in effect. Prior to the presentation of such grievance, the employee shall furnish the Library Director or designee with a written statement from the Union indicating that the Union will not represent the employee. When presenting his own grievance and notwithstanding any other terms and conditions set forth in this Agreement, the employee shall bear the full costs of all expenses, including, but not limited to, expense of his own counsel, fees for the preparation and presentation of documents and fees, services or other costs of an arbitrator, costs of transcripts, fees charged for the use of meeting/hearing room(s) or other facilities, or any other appeal. The Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievances and shall not be bound by the outcome. Nothing in this section shall be construed to permit a Grievant to have the assistance of legal counsel during the grievance process. Legal counsel is permitted at arbitration only.

- D. Any matter defined as a grievance in this Article may not be processed through the Employee Complaints/Grievance Policy outlined in the OCLS Employee Handbook.

14.4 General Guidelines

- A. By mutual consent, the parties may agree to bypass any step in this procedure.
- B. By mutual consent, the parties may submit any grievance to an agreed upon mediator at the earliest convenient date. The parties agree to share the cost of mediation equally. Any grievance unresolved following mediation may proceed to Arbitration.
- C. During each step of this grievance procedure, all meetings scheduled by the Employer shall be conducted during the affected employee's regularly scheduled work day. Except in cases involving terminated employees, while attending grievance meetings with the Employer, the aggrieved employee(s) shall suffer no loss of pay and shall not be required to use available vacation leave.
- D. In order to have an issue considered, all grievances must be committed to writing on a form mutually agreed to by the parties. The written grievance shall briefly set forth the facts pertaining to the alleged violation and the specific Article(s), Section(s), or provision(s) in question.
- E. All grievances shall be dated and signed by the grievant(s). In the event that the grievant's signature cannot be obtained in order to file the grievance in a timely fashion, the Union may sign for the grievant, provided that the grievant signature is obtained before any meeting called for in this grievance procedure. All decisions rendered by the Employer shall be in writing and shall be dated and signed by the Employer's representative at that step.
- F. In order to be deemed timely, the written grievance must be delivered to the Human Resources Department within fifteen (15) calendar days after the occurrence on which the grievance is based. If not so presented, the grievance shall be considered waived.
- G. The failure of the grievant to proceed from one step of the grievance procedure to the next within the time limits set forth shall be deemed to be a waiver of the grievance and shall constitute a waiver of all future appeals concerning the particular grievance. The failure of the Employer to communicate the reply to a grievance at any step within the time limits set forth shall allow the affected party to move the grievance to the next step.
- H. By mutual written consent, all time limits may be extended.
- I. A grievance may be withdrawn without prejudice by the grievant at any point.
- J. Except by mutual consent, a grievance may not be amended once the Employer has responded to the grievance at Step 1.

- K. Any resolution of a grievance, except for decisions issued by an arbitrator, shall not constitute binding precedent unless otherwise agreed to by the Employer and the Union.

14.5 Grievance Procedure

Step 1: Following the timely filing of a grievance, a Department Head or Branch Manager (selected by the Library) who was not involved in the action for which a grievance is being filed, shall meet with the grievant, a Union representative (if applicable), and the Department Head or Branch Manager of the grievant. A written reply will be issued by the Manager convening the meeting within seven (7) calendar days to the Union representative after receipt of the grievance by the Human Resources Department. If the Union is not representing the grievant, the reply shall be delivered to the grievant and the Union representative.

Step 2: If the grievance is not resolved at Step 1, the grievant may appeal in writing to the Human Resources Department on the mutually agreed upon form. The appeal must be delivered within seven (7) calendar days of the receipt of the Step 1 response or the date the response should have been received. The Administrative Team Member and the grievant and the Union representative (if applicable) shall meet within seven (7) calendar days of receipt of the written appeal. The Administrative Team Member shall deliver a written reply to the grievance to the Union representative within seven (7) calendar days after the Step 2 meeting. If the Union is not representing the grievant, the reply shall be delivered to the grievant and the Union representative.

Step 3. If the grievance is not resolved at Step 2, the grievant may appeal in writing to the Human Resources Department on the mutually agreed upon form.

The appeal must be delivered within seven (7) calendar days of the receipt of the Step 2 response or the date the response should have been received. The Library Director, or designee, the grievant, and the Union representative (if applicable) shall meet to discuss the grievance within seven (7) calendar days of receipt of the written appeal.

The Library Director, or designee, shall deliver a written reply to the grievance to the Union representative explaining the reasons for its being granted or denied, within seven (7) calendar days after the Step 3 meeting. If the Union is not representing the grievant, the reply shall be delivered to the grievant and the Union representative.

Step 4. If the grievance is not resolved at Step 3, the grievant may appeal to Arbitration by delivering a letter indicating so to the Human Resources Department. The appeal must be delivered within twenty (20) calendar days after receipt of the Step 3 reply, or the date the response should have been received.

14.6 Arbitration

- A. Arbitrator: Within 20 calendar days of receipt of the Step 4 letter, the parties will identify a mutually agreed upon neutral arbitrator who shall serve as the impartial arbitrator. If at the end of the 20 calendar day period a mutually agreeable arbitrator has not been selected, both parties will immediately meet to select a local arbitrator from a list provided by the Orlando office of the American Arbitration Association

according to the rules of that association. After the selection of the arbitrator is accomplished, the parties shall confer about appropriate dates for a hearing.

- B. Arbitrator's Powers and Authority - The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from or otherwise alter or supplement this Agreement or any part or amendment. The arbitrator shall consider and decide only the specific issue submitted to him in writing as addressed on the Grievance form and shall have no authority to consider or rule upon any matter which is not specifically presented in the grievance. The Arbitrator shall have no authority to consider or rule upon any matter stated in this Agreement not subject to arbitration, which is not a grievance as defined in this Agreement, or which is not specifically covered by this Agreement. If for any reason either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall hear and decide that issue at the outset of the hearing. The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question that is presented to him. The Arbitrator may hear more than one grievance at a time by mutual consent of the parties.

Decision - The decision of the arbitrator shall be final and binding. The Arbitrator shall issue the decision in writing to the Library Director and the Union within thirty (30) calendar days of the hearing. If the Union is not representing the grievant, the reply shall be delivered to the Library Director, the grievant and the Union. No decision of an arbitrator in one case shall create a basis for retroactive adjustment in another case.

Hearing - In disciplinary cases at arbitration, the Employer shall have the burden of proof by a preponderance of the evidence. In all non-disciplinary cases at arbitration, the grievant shall have the burden of proof by the preponderance of the evidence. The hearing shall be conducted in accordance with the rules of the FMCS.

Expenses - Each party shall pay its own expense for its representative, counsel and witnesses. The expenses of arbitration, including the Arbitrator's fee as well as the expenses of providing a space and a court reporter for the hearing (if any), shall be borne by the non-prevailing party. The cost of any transcript shall be borne solely by the party requesting it.

Back Pay - An arbitrator shall deduct from a back pay award any wages the Employee(s) earned from employment accepted in place of his former employment with the Employer and any unemployment compensation received by the employee allocable to the back pay period.

ARTICLE 15 **LAYOFFS**

15.1 Layoff

- A. A layoff shall be defined as a reduction in force within a given job classification. Elimination of a vacant position shall not constitute a layoff.
- B. In the event of a layoff, the Employer shall determine the extent of layoffs and identify the job classification(s) from which layoffs are to be made and the number of positions in each classification to be abolished.

Before a layoff occurs, the Employer will determine if vacant positions will be filled. When possible, an affected employee will be offered an available position, for which he is qualified, within the bargaining unit. Seniority shall prevail where qualifications, skills, and ability to perform the required work are relatively equal. If the affected Employee declines the position offered, the Employee shall be considered to have voluntarily resigned.

In the event that layoffs are determined to be necessary as described above, employees shall be laid off in the inverse order of their seniority within the affected job classification (last hired, first laid off).

- C. The Employer shall notify the Union at least 30 calendar days prior to the effective date of any layoff. Such notice shall contain the job classification(s) affected and the names of employees to be laid off. The Employer shall simultaneously notify the affected employee(s).
- D. All laid off employees shall be notified and recalled in inverse order of their layoff (last laid off, first recalled), provided they have the skill, ability and qualifications required to perform the job. Employees who have been laid off shall be offered available positions, within the bargaining unit, for which they are qualified. New employees shall not be hired into job classifications for which there are qualified laid off employees who are eligible for recall.

15.2 Recall

- A. Laid off employees are eligible for recall for twelve (12) months following the date of layoff. Recall notices shall be sent Certified Mail, return receipt requested. The Employee shall contact the Employer within five (5) calendar days of the first attempt to deliver the recall notice and shall inform the Employer whether he intends to return to work. If the Employee fails to contact the Employer within five (5) calendar days of the first attempt to deliver the recall notice, he shall not be eligible for recall and shall be considered to have voluntarily resigned. Notice of recall for this purpose shall be deemed sufficient if delivered to the employee personally or mailed to his last known address on file with the Employer. Failure of an Employee to keep the Employer informed of his current address shall relieve the Employer of all responsibility with regard to the notification requirement.

- B. The laid off Employee shall be considered to have voluntarily resigned if he fails to report for work within fifteen (15) calendar days of his notification to the Employer of his intent to return from layoff.

ARTICLE 16
LEAVES

Section 16.1 – Workers’ Compensation

The Employer agrees to provide workers’ compensation coverage to employees pursuant to the laws and regulations of the State of Florida. Employees agree to comply with reasonable rules and practices the Employer creates for the purpose of accident analysis and prevention of further injuries.

Section 16.2 - Vacation

A. Employees earn vacation based upon number of years employed:

Years Employed:	Weekly Rate	Pro-Rated Yearly Rate
1-5	2.31 hours	15 days
6-10	2.62 hours	17 days
11-+	3.08 hours	20 days

- B. Vacation leave is accumulated weekly.
- C. Employees must be employed for six months plus one pay period before accrued vacation is considered earned and available for use. Vacation leave accrual for a new employee begins at the end of the first week of employment, provided the employee worked at least 24 hours during the first week.
- D. Vacation leave must be taken in increments of quarter hours.
- E. Vacation is to be scheduled in advance with employee's manager. Vacation is considered to be unscheduled in the event the absence has not been requested at least 24 hours in advance. The employee’s Manager, Assistant Manager, Phone Tree Manager, or Administrative Team Member/Branch Administrator must approve the request before the employee can take the requested leave. Employees will be provided with a phone tree containing home and work phone numbers of managers in order to reach someone to provide appropriate notice.
- F. Vacation requests may be denied by the Employer for operational reasons.
- G. Employees who separate from the Library are reimbursed for any earned, unused vacation. All earned, unused vacation shall be paid to the estate of an employee who dies while in regular, full time employment of the library.
- H. Employees paid for less than 24 hours in a workweek, will not accrue vacation for that week.

- I. Vacation leave taken for any Library shortened workday will be charged for eight hours vacation leave (or prorated for partial day worked). Vacation leave taken Sunday will be charged as actual time taken.
- J. Cash Out. Maximum accrual is 160 hours at the end of the last pay period in the calendar year. An employee with unused vacation time in excess of the 160 hour cap will receive a cash out of any time above 160 hours (up to a maximum of 40 hours) in the paycheck for the last pay period of the calendar year.

Section 16.3 – Sick Leave

- A. All employees earn sick leave at the rate of two hours per week (13 days per year). Employees accrue sick leave at the end of each week of employment, provided the employee works at least 24 hours.
- B. Sick leave must be taken in increments of one-quarter hour.
- C. Sick leave taken for any Library shortened day will be charged for eight hours sick leave (or prorated for partial day worked). Sick leave taken Sunday will be charged as actual time taken.
- D. There is no limit on accumulation of sick leave hours.
- E. Hours absent for employee's medical and dental appointments may be treated as sick leave.
- F. The Employer retains the right to request verification from a licensed medical practitioner for any non-FML absence of an employee with any level of discipline related to attendance. In such circumstances sick pay will not be paid until a satisfactory verification is received.
- G. If an employee is eligible for Family/Medical leave due to his own serious health condition, the employee must substitute all available accrued sick leave, vacation, and/or floating hours for unpaid family medical leave.
- H. There may be occasional circumstances when an employee is needed to care for a member of the employee's immediate family. To provide some flexibility in the use of sick leave, an employee may use up to 16 hours of accrued sick leave per pay period in order to care for a dependent child, spouse, parent, or domestic partner who needs the employee to provide medical care for a short term illness (i.e., a condition that does not meet eligibility requirements for Family/Medical Leave). The Library reserves the right to request medical documentation for absences related to such circumstances.
- I. Employees paid for less than 24 hours in a work week, will not accrue sick leave for that week.
- J. Return to Work Clearance Form. Employer retains the right to require employees to present the OCLS Return to Work Clearance form completed by the treating physician when returning to work following surgery, child birth, hospitalization, contagious or major illnesses, injuries, any condition for which the employee has

work restrictions, or any condition for which the Employer believes more information is needed in order to ensure the employee's safety in the performance of his job.

K. An employee who separates from the employer with at least six months service shall be paid any unused sick leave up to a maximum of 20% of the first 1,000 hours of accrued sick leave and 5% of the remaining balance. The Union specifically waives any right to bargain over the impact of any changes the Employer may make concerning this benefit. The sick leave payout as calculated in this section shall be paid to the estate of an employee who dies while in regular, full time employment of the library.

Section 16.4 – Family Medical Leave

The Employer has adopted and will maintain a policy in compliance with the Family Medical Leave Act.

Section 16.5 Extended Leave Medical Leave of Absence (Non-FML)

In the event an employee has exhausted FML, he may request extended leave for his serious health condition. Request must be accompanied by medical certification, documenting the need for the extended leave time. Extended leave will not be granted if there is not sufficient sick or vacation time available. If certification is provided, extended leave will be granted if sufficient sick or vacation time is available. Otherwise, the Employer has the discretion to deny the request.

Section 16.6 – Bereavement Leave

Three days paid leave will be granted on request in the event of a death of an employee's spouse, parent, parent-in-law, child, sister, brother, grandparent, (and great grandparent), grandparent-in-law, grandchild (and great grandchild), domestic partner or a person for whom the employee is responsible.

Section 16.7 Jury Duty

The Employer agrees to pay an employee up to one week for scheduled work hours missed due to jury duty service provided that the employee has provided notice at least one week prior to service. Notice will be provided in the form of the summons. The employee is expected to report to work to complete his scheduled work day in the event the jury is released early but in no case shall an employee work more than a combined eight (8) hours of jury duty and regular duty.

An employee who is required (due to the issuance of a subpoena) to attend a legal proceeding in criminal court as the result of a crime committed at the library shall be granted excused absence with pay; otherwise, the Employer will grant an excused absence with pay only when an employee's appearance in a Court of law is at the Employer's written request. Travel expenses will also be reimbursed according to Library policy.

Section 16.8 – Professional Leave

- A. Each employee is eligible to apply for up to 24 hours of Professional Leave per contract year. Leave may be taken through the employee’s application. Applications will be considered in accordance with the criteria outlined in Article 17.1C.
- B. The Employer has the right at its discretion to grant Professional Leave beyond twenty-four (24) hours.
- C. Professional Leave is paid time.
- D. Reimbursement will be provided according to Article 17.1C.

Section 16.9 – Educational Leave

Employees shall be eligible for a leave for the purpose of continuing graduate library education. If granted, this leave shall be unpaid and employees shall accrue no benefits during the duration of the leave. Approval of Educational Leave is at the Employer’s discretion. The Employer agrees to consider an employee for re-employment at the conclusion of the approved leave using the criteria established in Article 17, section 17.4. In the event the employee returns to work for the Library at the conclusion of the leave, he shall suffer no loss of seniority rights. Such leave shall be considered a COBRA qualifying event.

Section 16.10 Attendance and Punctuality Standards

Attendance and Punctuality Standards

At OCLS, a record of strong attendance and punctuality are highly valued. Reporting to work on time and as scheduled demonstrates respect for each other and for our customers. All employees must meet attendance and punctuality standards listed below.

Standards for employees in **Regular Employment Status**:

<i>Basic Standards</i>	
<i>Attendance</i>	<i>Punctuality</i>
90 hours or less absent from work in a 12 month period (*)	Seven (7) or fewer occurrences (reporting late to work or returning from lunch or breaks) during a 12 month period (*)

The Library provides employees with the ability to enhance their attendance records by exempting certain types of absences from consideration in calculating attendance hours used. The following types of absences will not be applied toward your attendance hours:

- Scheduled medical and dental appointments of a duration of 3.5 hours or less per day;
- Floating Hours;
- Authorized Family/Medical Leave

Standards for employees in **Introductory Employment Status**:

Basic Standards	
<i>Attendance</i>	<i>Punctuality</i>
24 hours or less of any <u>unscheduled absence</u> during first 90 days of employment	2 or less occurrences of tardiness during first 90 days of employment

The Library provides employees in the Introductory Period (as defined in table above) with the ability to enhance their attendance record by exempting scheduled medical and dental appointments from consideration in calculating attendance hours used. Employees in the Introductory Period are expected to understand the importance of excellent attendance and punctuality and the impact they have on their future employment. An employee whose record of attendance or punctuality exceeds the standards summarized above will be placing at risk his/her transfer from Introductory to Regular employment.

Failure to Meet Basic Standards

Those employees whose record of attendance or punctuality fails to meet the basic standards will be subject to progressive discipline and termination in accordance with the guidelines summarized below. (Absences and occurrences of tardiness incurred during Introductory Period will be considered part of Attendance and Punctuality record for an employee's first 12 month evaluation.)

	Attendance	Punctuality
Oral Warning	90+ hours of combination of sick leave (less authorized scheduled medical and dental appts), unscheduled vacation, floating hours (only if the employee is in the Introductory Period) or any other unscheduled leave (excluding FML time) in a 12 month period	Eight (8) or more occurrences of tardiness in a 12 month period.
Written Warning	45 or more hours are used during the six (6) months following issuance of the oral warning	Four (4) or more occurrences of tardiness during the six (6) months following issuance of the oral warning.
Decision Making Leave	24 or more hours are used during the three (3) months following the issuance of the written warning.	Two (2) or more occurrences of tardiness during the three (3) months following the issuance of the written warning.
Termination	24 or more hours are used during the three (3) months following the issuance of Decision Making Leave.	Two (2) or more occurrences of tardiness during the three (3) months following the issuance of Decision Making Leave.

Employees using 90 or less hours of combination of sick leave, unscheduled vacation, unscheduled floating hours (used during Introductory Period) or any other unscheduled leave (excluding FML time) shall begin each subsequent period (*) with a balance of

zero (0) for the purposes of calculating the attendance record. Employees who are tardy less than eight (8) times shall begin each subsequent period (*) with a balance of zero (0) for the purposes of calculating the punctuality record.

In the event an employee receives progressive discipline, the employee's balance will return to zero (0) only when the employee successfully completes the subsequent period (*). See the table below.

Employee Receives	Attendance Zero Balance Begins	Punctuality Zero Balance Begins
Oral Warning	At the end of the six month period following issuance of Oral Warning provided the employee has used less than 45 hours.	At the end of the six month period following issuance of Oral Warning provided the employee has accrued less than four (4) occurrences of tardiness.
Written Warning	At the end of the three month period following issuance of Written Warning provided the employee has used less than 24 hours.	At the end of the three month period following issuance of Written Warning provided the employee has accrued less than two (2) occurrences of tardiness.
Decision Making Leave	At the end of the three month period following issuance of Decision Making Leave provided the employee has used less than 24 hours.	At the end of the three month period following issuance of Decision Making Leave provided the employee has accrued less than two (2) occurrences of tardiness.

(*) Attendance and punctuality will be tracked on a fiscal year basis (October 1 through September 30).

Attendance and punctuality for new employees, during the first year of employment, will follow the standard below:

If Hired	Attendance	Punctuality
October 1 – December 31	90	7
January 1 – March 31	68	5
April 1 – June 30	45	3
July 1 – September 30	23	2

Section 16.11 - Recognized Holidays

A. The following shall be recognized holidays:

- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

B. Employees shall be paid eight (8) hours for each holiday. In the event that an employee's regularly scheduled day off falls on a holiday, the employee will be given another holiday off with pay within the same pay week in which the holiday falls. Employees on leave without pay will not receive holiday pay.

Section 16.12 - Floating Hours

A. Floating Holiday Hours Schedule for New Employees:

Date of Hire	Floating Hours Benefit
1/1 – 3/31	24 Floating Hours
4/1 – 6/30	16 Floating Hours
7/1 – 9/30	8 Floating Hours
10/1 or later	0 Floating Hours

- B. Full time employees receive 24 floating hours at the beginning of each calendar year. Floating hours may be used in quarter hour increments.
- C. Employees must advise their managers when they wish to designate an absence as a "floating hours" absence and also designate the absence as such in the time and attendance system.
- D. Unused floating hours will be cashed out in the paycheck for the last pay period of the calendar year.
- E. Employees who separate from the Library are reimbursed for any earned, unused floating hours. All earned, unused floating hours shall be paid to the estate of an employee who dies while in regular, full time employment of the Library.

ARTICLE 17
TRAINING AND PROFESSIONAL DEVELOPMENT

The Parties acknowledge that when a new employee is hired into a bargaining unit position, he must possess the basic skills and ability to perform the requirements of the position at a satisfactory level; nevertheless, the parties also recognize that it is necessary to provide training to members of the bargaining unit as changes in the Library occur.

17.1 Professional Development

- A. All newly hired employees shall be trained on the essential functions of their positions as determined appropriate by the Employer. Whenever possible public services Librarians should be trained on subjects such as (but not necessarily limited to):
- Conducting a reference interview
 - Basic knowledge of both print and electronic reference sources
 - Basic customer service skills
 - Understanding the circulation system
 - Verbal and written communication
 - Talking with patrons on the phone
 - Basic understanding of the workings and number relationships of the Dewey system
 - Knowledge of systems specific to Branches
 - Handling security problems
 - Understanding how to operate basic office equipment (such as copiers and computers)
 - Working with children and adolescents
 - Mission, purpose, and goals of the OCLS
 - Internal policies and procedures
 - Use of internal automation systems (outlook, intranet, and library automation system)
 - Internal communication devices and practices
- B. It is critical to the success of the organization to hire individuals who can and will adapt to technological change. Whenever the Employer initiates a substantial technological change it will provide instruction and/or training to those employees whose duties will be significantly impacted by the change, prior to implementation, wherever practicable.
- C. Employees are encouraged to apply for other professional development opportunities. Approval is based on relevance of request to current job duties, membership and participation in applicable professional organization(s), availability of staff coverage and financial resources. In the case of more than one application where all other criteria are equal, seniority shall be the prevailing factor. When the Employer approves these professional development opportunities, the employee will be reimbursed for the expenses approved by the Employer.

- D. When employees determine that there is a need for specialized training in service, or skills development classes, the Union will submit a written request to the Human Resources Department or appropriate designee, who shall respond within 30 calendar days.
- E. Sections A through D above are considered guidelines for the Employer rather than requirements.

17.2 Posting Vacancies

When a vacancy occurs, the position will be posted internally in customary posting areas for a minimum of fourteen calendar (14) days. The posting will include:

- Job title
- Pay grade
- Department/Location
- Name of manager
- Qualifications (minimum experiential or educational requirements, if any)
- Closing date
- Contact person

17.3 Application

Any employee who has successfully completed the ninety (90) calendar day Introductory Learning Period and who wishes to be considered for a posted vacancy may apply. The application process shall consist of submitting an application to the contact person and current manager during the posting period.

17.4 Interviews

All applicants meeting the stated qualifications will have the opportunity to be interviewed. Interviews shall be conducted following the closing date. Selection will be based upon the following criteria: relevant skills, education (MLS, as required by position), training, directly related work experience, ability to perform the required work, performance in the interview and past work performance and disciplinary record. In the event two or more applicants are found to be equal based upon the previously stated selection criteria, seniority as defined in this Agreement shall prevail. Applicants will be notified of a decision within thirty (30) calendar days of the posted closing date.

In the event no internal applicants are selected, the Employer may advertise the position externally. The Employer reserves the right to leave a position unfilled indefinitely.

17.5 Professional and Educational Development

Every librarian must have a Masters Degree in Library Science (or equivalent) from an ALA accredited institution. This requirement shall not apply to bargaining unit members hired before December 9, 2004.

ARTICLE 18
SAFETY AND SECURITY

- A. The Employer recognizes his obligation to provide a safe workplace for its employees.
- B. The Employees shall follow safety and security rules developed by the Employer.
- C. The Employer will continue to provide off duty police officer coverage at the Main Library, Hiawassee Library and the South Trail Library during hours that these facilities are open to the public. The Employer has the right to change or terminate this coverage at any time without negotiating with the Union over its change or the impact.
- D. No employee shall be expected to perform work that poses an imminent and direct threat to life or serious physical harm to themselves or others.
- E. The Union shall appoint two bargaining unit employees to the Employer's established Health, Safety and Wellness Committee. These shall be the only bargaining unit employees on the Committee. Union appointees shall serve terms according to the rotation established by the Committee. Union appointees shall be paid at their regular rates when participating in Committee activities.
- F. The Employer shall provide periodic training on dealing with patrons who exhibit inappropriate or unacceptable behavior.

ARTICLE 19 **SENIORITY**

Section 19.1 Definition

Seniority shall be determined by an employee's length of continuous employment since his last date of hire with the Employer. In the event two or more employees have the same date of hire, seniority shall be determined by date of initial application for the current term of employment with the Employer or any other method agreed to by the parties.

Years of service for the purpose of determining benefit eligibility shall be considered independent from seniority.

Section 19.2 Loss of Seniority Rights

The following events shall cause a loss of all accumulated seniority rights

- A. Resignation
- B. Retirement
- C. Discharge without reinstatement following an appeal.
- D. Failure to comply with recall provisions in this Agreement.
- E. Layoff status, without recall, for more than twelve months.

In C, D, and E above, employees shall have their seniority bridged upon return to work.

Section 19.3 Application of Seniority

Where qualifications, skills, and ability to perform the required work are, among the employees concerned, relatively equal, seniority as defined above shall prevail.

ARTICLE 20
HOURS OF WORK

A. Workweek: Employees shall be scheduled for forty (40) hours each week. (Options for staff working Sunday are outlined in Section 20F.)

B. Meal and Rest Breaks: Employees who are scheduled to work an eight (8) hour day are provided with one (1) hour meal break (lunch or dinner as appropriate). Employees working Sunday shall have the options outlined in Section F below. Employees in Departments not providing direct customer service have the option of a thirty (30) minute meal break with management approval. Meal breaks shall be unpaid.

C. Employees who work at least three (3) consecutive hours (other than evening hours) may take a fifteen (15) minute break for each three hour shift worked. Employees who begin their work shift at noon are permitted thirty (30) minutes afternoon break. Rest breaks shall be paid and shall be taken in consideration of the departmental or branch schedule. In the event an employee is unable to take his rest break during his work day, upon request, the employee will be provided an additional rest break within 5 working days.

D. Early Closing: In the event the Library should close early for any reason and in the event an employee is not required to work, he will be paid for the remainder of his scheduled shift.

E. Employer will pay an additional 50 cents per hour for each hour worked on Sunday.

F. These options shall apply to an Employee working a Sunday shift:

Length of Sunday Shift	Options
5 hours	<ul style="list-style-type: none"> • Take a 30 minute meal break on each of the four remaining work days and extend shift one extra hour on one of those remaining work days; or, • Extend shift one extra hour or more on remaining work days to make up three hours; or, • Any combination of the above with management approval
6 hours	<ul style="list-style-type: none"> • Take a 30 minute meal break on each of the four remaining work days; or, • Extend shift one extra hour or more on remaining work days to make up two hours; or, • Any combination of the above with management approval

Other options for making up the 3 hours (such as using paid leave and schedule changes with other employees) are also permitted. The only other requirement for making up for a short Sunday work day is that the employee and manager must agree to one method of making up the time (i.e., to avoid confusion and to provide for more consistent and efficient scheduling; an employee cannot choose to take a 30 minute meal break this week and next week choose an hour meal break).

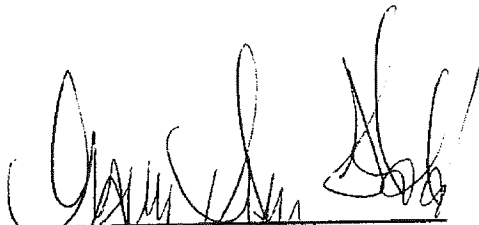
ARTICLE 21
REOPENING AND DURATION

Section 1. The Parties agree to reopen negotiations for economic changes to this Agreement as soon as possible after July 1, 2013 and July 1, 2014, respectively. Upon such notice being given, by either party, the duly authorized representatives of the parties shall meet for the purpose of negotiating with respect to the reopened matters. Unless or until modified by the parties through reopened negotiations, the provisions of this Agreement shall remain in full force and effect during any reopening through the term of this Agreement. Should an impasse in bargaining occur, the parties agree to utilize the impasse resolution procedures set forth in Florida law. It is expressly understood that neither party shall have the right to submit any issues arising during the reopener negotiations to this Agreement's grievance and arbitration procedure.

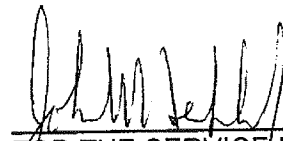
Section 2. Each party has the right to request this Agreement be reopened as specified in Section 1, above, once annually as a matter of right. Thereafter, the Agreement may be reopened only upon mutual agreement of the Parties.

Section 3. This Agreement shall be in effect as of April 15, 2013, and shall remain in effect until April 14, 2015.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized representatives on the 9th day of May, 2013.



FOR THE ORANGE COUNTY
LIBRARY DISTRICT BOARD
OF TRUSTEES



FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION,
FLORIDA PUBLIC SERVICES
UNION