

**ORANGE COUNTY LIBRARY
SYSTEM BOARD OF TRUSTEES**

BOARD PACKET FOR JUNE, 2001

ORANGE COUNTY LIBRARY SYSTEM

101 East Central Boulevard • Orlando, Florida 32801-2471 • 407-835-7323 • Fax 407-835-7649

Dorothy Field, Director

June 7, 2001

TO: Corb Sarchet, President
Jacquelyn Perkins, Vice President
Ron Harbert, Trustee
Gloria Fernandez, Trustee
Phyllis Hudson, Trustee

The Hon. Rich Crotty, Chairman of the Library Governing Board,
Members of the Governing Board: Commissioners Teresa Jacobs, Bob
Sindler, Mary Johnson, Clarence Hoenstine, Ted Edwards, Homer
Hartage and Patty Sheehan, City of Orlando

FROM: Dorothy Field, Director

RE: Library Board Meeting

The next meeting of the Library Board will be June 14, 2001 at 7:00 p.m. in the Albertson Room, Main Library, 101 East Central Blvd., Orlando. If any board member has an item to be brought up for discussion, please call Jane Leighton before the meeting.

cc: Michael Rudd, Liaison, Membership and Mission Review Board - County
Lou Pendas, Liaison, Nominating Board - City

AGENDA

ORANGE COUNTY LIBRARY SYSTEM BOARD OF TRUSTEES

June 14, 2001

Call to order: 7:00 p.m.

President Corb Sarchet

Presentation:

Christopher Janney, Sculpture, Main Library

Minutes: May 10, 2001

Public comment:

Financial statements:

May 31, 2001

Statistics:

Action items:

1. Union Contract
2. Benefits, non-bargaining unit staff
3. Finance Committee, recommendation FY'02 proposed budget

Discussion:

Information:

1. Director's Report

Next Meeting Dates: July 12, 2001, Thursday, 7:00 p.m., Albertson Room, Orlando Public Library, 101 East Central Blvd., Orlando, FL 32801; August 9, 2001, Thursday, 7:00 p.m. Albertson Room, Orlando Public Library, 101 East Central Blvd., Orlando, FL 32801.

If any person desires to appeal any decision with respect to any matter considered at a Library Board of Trustees meeting, such person will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding due to a disability as defined by ADA may arrange for reasonable accommodations by contacting the business office on the fifth floor of the Main Library in person or by phone at 407/835-7323 at least two days prior to the meeting.

1 ORANGE COUNTY LIBRARY SYSTEM
2
3
4
5

6 ORANGE COUNTY LIBRARY SYSTEM
7 BOARD OF TRUSTEES
8

9 Minutes of Meeting of May 10, 2001
10

11 Trustees present: Corb Sarchet, President 5/0
12 Jackie Perkins, Vice President 5/2
13 Gloria Fernandez, Trustee 5/0
14 Phyllis Hudson, Trustee 5/0
15 Ron Harbert, Trustee 5/0
16

17 Staff: Debbie Moss, Assistant Director
18 Robert Tessier, Comptroller
19 Jane Leighton, Recording Secretary
20

21 Mr. Sarchet opened the meeting at 7:00 p.m. in the Cypress Room of the Main Library.
22

23 Minutes: Minutes of April 12, 2001, approved.
24

25 Public comment: None
26

27 Financial Statements: Approved.
28

29 Statistics: Discussed by Assistant Director.
30

31 Action Items:
32

33 1. Approval of general contractor for South Creek construction:
34

35 Mr. Harbert moved to award a contract to Scherer Construction in the amount of
36 \$1,609,750 for construction of South Creek Library and to authorize staff to negotiate and
37 execute a contract. Second by Ms. Hudson. Motion carried.
38

39 2. Approval of contract for Main Library Exterior Lighting :
40

41 Mr. Harbert moved to award lighting contract to Chinchor Electric and to authorize staff
42 to execute the contract. Second by Ms. Hudson. Motion carried.
43
44
45
46
47

48 **Page 2**
49 **Minutes of Trustees' Meeting**
50 **May 10, 2001**

51
52 **Discussion:**

53
54 **1. Screening Committee Report: Mr. Harbert moved the Board**
55 **interview the four remaining applicants recommended by the screening**
56 **committee (Marilyn Crouch, Mary Lawson, C. David Warren, and Mary**
57 **Anne Hodel). Ms. Perkins seconded. Motion carried.**

58
59 **2. Ms. Hudson moved travel and lodging expenses be reimbursed for**
60 **applicants called for interviews. Mr. Harbert seconded. Motion carried.**

61
62 **Mr. Sarchet said he would begin checking references on the four candidates and will report**
63 **his findings to the Board members.**

64
65
66 **Information:**

67
68 **Director's Report**

69
70 **Meeting adjourned 8:00 p.m.**

71
72 **Next meeting Dates: June 14, 2001, Thursday, 7:00 p.m., Albertson Room, Main Library,**
73 **101 East Central Blvd., Orlando; July 12, 2001, Thursday, 7:00 p.m., Albertson Room, Main**
74 **Library, 101 East Central Blvd., Orlando.**

**ORANGE COUNTY LIBRARY DISTRICT
OPERATING FUND REVENUE SUMMARY
05/31/01**

	BUDGET	ACTUAL	BALANCE	% RCVD (8 months=67%)
AD VALOREM TAXES	18,852,584	18,410,054	442,530	97.7%
INTERGOVERNMENTAL REVENUE				
State Aid	1,627,883	1,752,099	-124,216	107.6%
Literacy Grant	40,000	40,000	0	100.0%
Law Collection Fees	195,000	138,410	56,590	71.0%
	<u>1,862,883</u>	<u>1,930,509</u>	<u>-67,626</u>	<u>103.6%</u>
CHARGES FOR SERVICES				
Fee Cards	18,000	12,800	5,200	71.1%
Copy & Vending	160,000	112,505	47,495	70.3%
	<u>178,000</u>	<u>125,305</u>	<u>52,695</u>	<u>70.4%</u>
FINES				
Fines	450,000	304,105	145,895	67.6%
Lost Materials	40,000	27,750	12,250	69.4%
	<u>490,000</u>	<u>331,855</u>	<u>158,145</u>	<u>67.7%</u>
MISCELLANEOUS REVENUES				
Interest Earnings	550,000	381,172	168,828	69.3%
Rents	6,000	2,835	3,165	47.3%
Sale of Fixed Assets	0	0	0	
Book Sales	22,000	16,111	5,889	73.2%
Computer Disk Sales	0	1,403	-1,403	
Contributions - Friends of Library	75,000	90,723	-15,723	121.0%
Contributions - Others	3,000	3,773	-773	125.8%
Telephone Technical Discount	0	0	0	
Miscellaneous Revenues	30,000	24,441	5,559	81.5%
	<u>686,000</u>	<u>520,458</u>	<u>165,542</u>	<u>75.9%</u>
TRANSFER FM TAX COLLECTOR	155,000	0	155,000	0.0%
TOTAL REVENUES	<u><u>22,224,467</u></u>	<u><u>21,318,181</u></u>	<u><u>906,286</u></u>	<u><u>95.9%</u></u>

**ORANGE COUNTY LIBRARY DISTRICT
OPERATING FUND EXPENDITURE SUMMARY
05/31/01**

	BUDGET	ACTUAL	BALANCE	% EXPEN (8 months=67%)
PERSONAL SERVICES				
Salaries	9,458,576	5,513,674	3,944,902	58.3%
Medicare Taxes	137,148	80,530	56,618	58.7%
DCP - Retirement Contributions	660,208	638,394	21,814	96.7%
DBP - Retirement Contributions	599,842	373,815	226,027	62.3%
Life and Health Insurance	1,034,118	582,666	451,452	56.3%
Worker's Compensation	99,316	62,524	36,792	63.0%
Unemployment Compensation	9,806	1,967	7,839	20.1%
	<u>11,999,014</u>	<u>7,253,570</u>	<u>4,745,444</u>	<u>60.5%</u>
OPERATING EXPENDITURES				
Professional Services	150,000	140,298	9,702	93.5%
Other Contractual Services	208,000	162,592	45,408	78.2%
Other Contract. Serv.- Janitorial	182,000	111,021	70,979	61.0%
Travel	60,000	54,006	5,994	90.0%
Telecommunication	236,000	116,111	119,889	49.2%
Delivery and Postage	632,000	428,811	203,189	67.8%
Utilities	570,000	294,653	275,347	51.7%
Rentals and Leases	1,044,000	717,748	326,252	68.7%
Insurance	76,000	59,019	16,981	77.7%
Repair and Maintenance	350,000	271,917	78,083	77.7%
Repair & Maint. - Hardware/Software	134,000	67,370	66,630	50.3%
Copying/Printing	90,000	57,736	32,264	64.2%
Property Appraiser's Fee	230,000	173,222	56,778	75.3%
Tax Collector's Fee	370,000	368,201	1,799	99.5%
Contingency	300,000	0	300,000	0.0%
Supplies	430,000	252,554	177,446	58.7%
	<u>5,062,000</u>	<u>3,275,259</u>	<u>1,786,741</u>	<u>64.7%</u>
CAPITAL OUTLAY				
Building and Improvements	1,132,000	202,866	929,134	17.9%
Equipment and Furniture	518,000	29,784	488,216	5.7%
	<u>1,650,000</u>	<u>232,650</u>	<u>1,417,350</u>	<u>14.1%</u>
LIBRARY MATERIALS				
Materials - Rest. Contributions	32,000	14,808	17,192	46.3%
Materials - Literacy	40,000	59,681	-19,681	149.2%
Materials - Law	195,000	126,254	68,746	64.7%
Materials - ODC	350,000	38,845	311,155	11.1%
Materials - Other	2,925,000	2,164,541	760,459	74.0%
	<u>3,542,000</u>	<u>2,404,129</u>	<u>1,137,871</u>	<u>67.9%</u>
TRANSFER TO BR DEBT SERV FU	416,779	208,389	208,390	50.0%
TRANSFER TO CAP PROJECTS FU	0		0	
TOTAL EXPENDITURES	<u><u>22,669,793</u></u>	<u><u>13,373,997</u></u>	<u><u>9,295,796</u></u>	<u><u>59.0%</u></u>

ORANGE COUNTY LIBRARY SYSTEM

LIBRARY ON LINE STATISTICS

	OCT '98	NOV '98	DEC '98	JAN '99	FEB '99	MARCH '99	APRIL '99	MAY '99	JUNE '99	JULY '99	AUG '99	SEPT '99	TOTAL FY'99
LOGINS-TOTAL	57,884	55,406	44,155	56,537	58,675	61,183	58,385	47,663	54,850	59,069	64,633	61,070	679,510
CAT. SEARCHES	94,747	93,783	63,521	94,524	92,606	91,674	92,034	79,027	86,982	90,504	94,244	92,831	1,066,477
RENEWALS	11,807	12,126	11,886	11,776	13,174	7,004	13,290	12,562	15,051	14,879	15,378	16,896	155,829
REF QUESTIONS	130	116	93	166	142	167	143	141	158	159	146	152	1,713
REQUESTS-SS	6,561	6,192	5,134	8,495	7,705	8,590	8,390	8,047	10,698	9,766	10,972	10,057	100,607
REQUESTS-CD	1,626	1,504	1,488	2,291	2,223	2,110	2,126	2,139	2,694	2,776	3,209	3,268	27,454
	OCT '99	NOV '99	DEC '99	JAN '00	FEB '00	MAR '00	APR '00	MAY '00	JUNE '00	JULY '00	AUG '00	SEPT '00	TOTAL FY'00
LOGINS-TOTAL	65,790	61,414	49,110	61,630	67,150	70,373	66,836	64,224	67,191	69,020	75,272	71,230	789,240
CAT. SEARCHES	96,593	94,444	67,579	99,665	105,901	104,866	100,203	93,810	101,622	103,349	108,701	109,031	1,185,764
RENEWALS	18,251	17,928	16,013	17,275	19,137	20,622	20,626	20,645	19,951	22,129	23,035	20,771	236,383
REF QUESTIONS	171	140	114	159	169	169	162	128	190	163	183	199	1,947
REQUESTS-SS	10,036	8,495	7,687	11,550	11,585	11,596	11,032	11,759	14,264	15,314	15,351	14,554	143,223
REQUESTS-CD	3,092	2,899	2,160	3,230	2,870	2,870	3,048	3,233	4,152	3,804	4,122	4,137	39,617
SUGGESTIONS	47	43	36	45	42	41	62	49	56	76	67	51	615
	OCT '00	NOV '00	DEC '00	JAN '01	FEB '01	MAR '01	APR '01	MAY '01	JUNE '01	JULY '01	AUG '01	SEPT '01	TOTAL FY'01
LOGINS-TOTAL	76,921	71,187	59,220	78,112	76,296	86,676	76,904						
CAT. SEARCHES	119,692	103,459	79,908	122,679	113,429	137,239	124,339						
RENEWALS	25,166	25,400	21,782	23,706	24,534	28,018	26,885						
REF QUESTIONS	177	132	123	166	171	203	196						
REQUESTS-SS	15,025	13,039	10,332	17,458	14,806	16,491	14,673						
REQUESTS-CD	3,977	3,622	2,680	4,297	3,632	4,458	3,728						
SUGGESTIONS	49	38	37	36	48	44	52						

ORANGE COUNTY LIBRARY SYSTEM

STATISTICAL REPORT

Apr-01

CIRCULATION	2001	2000	% gain or loss
Main	110,931	100,141	10.77%
Branches	222,543	204,536	8.80%
Total	333,474	304,677	9.45%

DOOR COUNT	2001	2000	% gain or loss
Main	Main door count not available for April '01		#REF!
Branches	151,464	143,550	5.51%
Total	151,464	143,550	5.51%

	2001	2000	% gain or loss
BORROWERS	43,859	41,435	5.85%

PROGRAM	2001	2000	% gain or loss
ATTENDANCE			
Main	3,503	3,153	11.10%
Branches	5,502	5,517	-0.27%
Outreach	1,608	2,998	-46.36%
Total	10,613	11,668	-9.04%

	2001	2000	% gain or loss
Quest Line	9,644	9,690	-0.47%
MAYL	33,425	27,920	19.72%
Requests	29,290	26,596	10.13%
Registrations	204,191	200,390	1.90%

**Orange County Library System
Circulation Statistics**

April 1, 2001 - April 30, 2001

Location	Days Open	Circulation Total	% of Total	Year Ago	Gain -Loss	%Gain -Loss	Total Visits	Visits Year Ago	Gain -Loss	% Gain -Loss
Main	29	106,599	29.05%	95,128	11,471	12.06%	Not available for April '01			
MAYL	25	33,425	9.11%	27,920	5,505	19.72%	0	0	0	0
Talking Book	25	4,332	1.18%	5,013	(681)	-13.58%	0	0	0	0
Herndon	25	24,236	6.61%	20,917	3,319	15.87%	15,999	12,550	3,449	27.48%
Alafaya	25	33,467	9.12%	30,213	3,254	10.77%	16,200	17,583	(1,383)	-7.87%
Southeast	25	19,517	5.32%	20,527	(1,010)	-4.92%	14,805	13,343	1,462	10.96%
Hiawasse	25	21,804	5.94%	21,544	260	1.21%	16,338	15,115	1,223	8.09%
Southwest	25	26,152	7.13%	23,399	2,753	11.77%	15,302	15,677	(375)	-2.39%
Edgewater	25	18,258	4.98%	16,870	1,388	8.23%	18,297	17,810	487	2.73%
North Orange	25	23,290	6.35%	20,911	2,379	11.38%	12,680	12,547	133	1.06%
South Orange	25	23,478	6.40%	20,654	2,824	13.67%	15,941	15,284	657	4.30%
South Trail	25	10,968	2.99%	10,463	505	4.83%	9,818	8,266	1,552	18.78%
West Orange	20	9,301	2.54%	8,506	795	9.35%	5,465	5,784	(319)	-5.52%
Windermere	20	8,178	2.23%	7,873	305	3.87%	5,397	5,196	201	3.87%
Wash. Park	20	3,894	1.06%	2,659	1,235	46.45%	5,222	4,395	827	18.82%
Total	364	366,899	100.00%	332,597	34,302	10.31%	151,464	143,550	7,914	5.51%

COLLECTIVE BARGAINING AGREEMENT

between

ORANGE COUNTY LIBRARY SYSTEM

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 362

TABLE OF CONTENTS

Article 1	Purpose	1
Article 2	Recognition	2
Article 3	Definitions	3
Article 4	Negotiations	6
Article 5	Scope	8
Article 6	Employee Rights	9
Article 7	Union Rights	11
Article 8	Management Rights	14
Article 9	Union Deduction	16
Article 10	Prohibition of Strikes and Lockouts	18
Article 11	Compensation	19
Article 12	Insurance	22
Article 13	Discipline	23
Article 14	Grievance and Arbitration Procedure	25
Article 15	Layoffs	30
Article 16	Leaves	32
Article 17	Training and Professional Development	37
Article 18	Safety and Security	40
Article 19	Seniority	41
Article 20	Hours of Work and Holidays	42
Article 21	Duration	44

ARTICLE 1
PURPOSE

1.1 This Agreement is entered into this _____ day of _____, _____, by and between **Orange County Library District**, hereinafter referred to as the "Employer", and **the Service Employees International Union, Local 362, AFL-CIO, CLC** 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):

Booktalker	Main Library Circulation Coordinator
Branch Librarian	Main Reference Librarian
Branch Youth Specialist	Network Administrator
Buyer	Programmer
Cataloger	Special Projects Coordinator
Collection Development Librarian	Special Services Coordinator
Community Relations Specialist	Storyteller
Division Administrative Assistant	Substitute Branch Librarian
Electronic Resources Reference Librarian	Technical Services Coordinator
Inter-library Loan Program Librarian	Telephone Reference Librarian
	Web Administrator

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

To the extent that provisions of any handbook, rule book, manual, or other written document produced by the Employer, conflict with the provisions of this Agreement, this Agreement shall prevail.

ARTICLE 3 **DEFINITIONS**

- Bargaining Unit – That group of employees determined by the employer and SEIU, Local 362 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.
- 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.
- Employees- any employee holding a position listed under Article 2, Section 2.1
- Employer – The Orange County Library District Board of Trustees
- 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, in accordance with the definition of “direct threat” established in the Americans with Disabilities Act.
- Introductory Period– the first 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 dismissal 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 terminating the services of an employee.
- 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.
- 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, Local 362, AFL-CIO, CLC
- Union Business Pool – A pool of hours established by an initial contribution from each union member of eight (8) hours of non-refundable vacation or floating hours. This contribution shall be made at the end of the first pay period following ratification of the contract. New Union members shall make their contribution to the Union Business Pool in the first pay period following the date their membership card is turned in to the Employer.
- Union President – duly elected president of SEIU Local 362
- Union Representative – any person designated by the Union to represent the interests of the bargaining unit.
- Vacancy - An open position within the bargaining unit that the Employer decides to fill. This section does not extend reinstatement rights provided under the Family and Medical Leave Act beyond twelve (12) weeks.
- Working Days- Monday through Friday

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. The Union agrees to negotiate directly with the designated Employer bargaining team and not with individual members of the Board of Trustees or the Governing Board.

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, at the employee's discretion, to take vacation leave, leave without pay, or arrange for a schedule adjustment to attend bargaining sessions.

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.

Section 4 - Bargaining

- A. Bargaining team members of both parties shall respect the right of each side to present their positions.
- B. 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 all 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.
- C. The parties agree to address and resolve all, or substantially all, non-economic issues before addressing economic issues in bargaining.
- D. 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.
- E. All proposals and counter proposals shall be in writing. Proposals shall indicate whether it is Union or Employer proposal and the date 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.
- F. 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.
- G. When a tentative agreement is reached on all issues, it will be submitted to the Union membership 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.

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 an 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 Union 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, for a reasonable period, 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, or sticker of reasonable size 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 assigned to represent a designated group of employees, but shall be authorized to represent any employee should the need arise.
- 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. Upon the effective date of this agreement, the Employer agrees to provide to the Union, one current copy of the following documents and publications at no charge:
 - 1. OCLS Staff manual.
 - 2. Job Descriptions of positions covered by this agreement. Thereafter, upon specific written request from the Union, revisions to these job descriptions shall be provided.
 - 3. Lists showing the name, social security number, address and telephone number of record, job classification, work site, pay grade, hourly pay rate and date of hire for each employee. Thereafter, upon specific written request from the Union, revisions to the above shall be provided. To the extent that this information is available in the form of electronic data, the initial data and subsequent revisions shall be provided to the Union in its existing electronic format.
- B. The Employer will add the Union to the regular distribution list for a copy of the monthly board packet and revisions to the OCLS Staff manual.

- C. The Employer will provide the Union with a username and password to provide access to the staff website which contains employee notices and job vacancies.
- D. 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.
- 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.

Section 7.5 Union Business Pool Time for Grievance Meetings

- A. To establish the Union Business Pool each Union member shall make an initial contribution of eight (8) hours of non-refundable vacation or floating hours. This contribution shall be made at the end of the first pay period following ratification of this contract. In each subsequent contract year, each

Union member's contribution shall be determined by multiplying the number of Union members times eight (8) and then subtracting any unused balance remaining in the pool from the previous year. The remaining difference shall be divided by the number of Union members to determine individual contributions for that year.

- B. New Union members shall make their contribution to the Union Business Pool in the first pay period following the date their membership card was turned in to the Employer.
- C. If any Union member does not have the required number of accrued vacation hours or floating hours available the hours shall be contributed to the Union pool as soon thereafter as the hours are accrued. Union pool balance reports shall be provided to the Union monthly in conjunction with the monthly dues check.
- D. 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.
- E. When requesting Union Pool time, shop stewards shall make the request in writing to their manager. Such request shall indicate the time that such union business will begin and the anticipated time of conclusion. Managers shall not unreasonably deny use of approved Union Pool time and shall make reasonable efforts to accommodate a request.
- F. Stewards using Union Pool time will fill out an appropriate form and turn the form in to their manager.

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 twenty (20) workdays, the Employer agrees to annually grant one (1) employee an unpaid leave of absence for a period of no less than three (3) months 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: The Employer agrees to approve up to eighty (80) hours of unpaid leave annually to be used by Union members to attend Union conventions, training sessions and other Union meetings. Union members requesting short term union leave of absence must follow the same procedure as employees requesting vacation time.

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 unilaterally determine 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 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.

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.

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 Local 362") 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 Local 362") to the designated official of the union by the tenth day of the month following the deductions. As the same time, the employer shall forward a list showing the names 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 deductions 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 deductions will be made for that pay check. Dues deductions will be made after all other deductions.
- D. The Employer will charge \$34.00 for the initial establishment of the dues and COPE deduction system. It will also charge a recurring fee of \$7.00 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 save 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 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. Starting salaries for Grade 6, 7, and 8IS are as follows:

	Year 1	Year 2	Year 3
Grade 6	\$23,298	\$24,230	\$25,199
Grade 7	\$31,000	\$32,240	\$33,530
Grade 8 IS	\$37,185	\$38,673	\$40,220

Current employees, who are earning less than the Year 1 starting salaries at ratification, will be brought up to the Year 1 starting salary for their grade before applying the increase in 11.1 B.

B. Each employee will receive a 4% salary increase effective the beginning of the first pay period following ratification of this contract. In years two and three of the contract, salaries will be increased 4% at the beginning of the first pay period following the anniversary date of ratification.

C. Each employee in the bargaining unit, who was on the Employer's payroll as of the ratification date, shall receive a one time ratification payment based upon years of service, as identified below:

Years of Service	Ratification Payment
Less than 10 years	\$500.00
10 to less than 20 years	\$750.00
20 to less than 25 years	\$1000.00
25 +	\$1250.00

The ratification payment shall be included in the paychecks for the first pay period following ratification of the contract.

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

E. Annual evaluations shall have no impact upon an employee's wage rate.

11.2 Defined Benefit Pension Plan

The Employer shall continue to assume the full cost of Plan benefits.

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 provision 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. The employer will bargain with the Union over the impact of termination or modifications to the plan benefits.

11.3 Defined Contribution Pension Plan

The Employer shall continue to fund contributions to the 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. . The employer will bargain with the Union over the impact of termination or modifications to the plan benefits.

11.4 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, is 25% or \$8,500, whichever is less. The contributions may change as Internal Revenue Service regulations permit. The Employer shall continue to process forms and remit deferred compensation funds to the plan administrator.

11.5 Parking

The Employer shall continue to pay for parking for employees.

11.6 Mileage Reimbursement

When required to use his personal vehicle for Library approved business, the Employee shall be reimbursed at the mileage rate stated in Florida Statute Section 112.061.

11.7 Direct Payroll Deposit

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

11.8 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 bargaining unit employees, but the privilege will be suspended if standard borrowing parameters are exceeded.

ARTICLE 12 **INSURANCE**

The Employer will provide employees with health, dental, life and long term disability insurance.

The Employer will pay the premiums for life and long term disability insurance for employees.

The Employer will pay the premiums for single health and dental coverage for the employee through calendar year 2002. For calendar year 2003, the Employer will pay the first 15% of any premium increase above the 2002 rate. Any increase above 15% shall be shared equally between the Employer and employee. For calendar year 2004, the Employer will pay the first 10% of any premium increase above the 2003 rate. Any increase above 10% shall be shared equally between the Employer and the employee. Any employee portion shall be paid through payroll deduction.

Unilateral changes imposed by the insurance provider will be passed on to employees. The Employer will notify the Union within 5 days of notification from the carrier of changes in benefits and agrees to bargain over the impact of any changes within 30 days of notification. The impact of any change in benefits will be negotiated between the parties prior to the effective date of the change.

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

Retiree Benefit

Employees who have 10 years or more of regular service and receive a retirement benefit directly upon retirement from the Employer's Defined Benefit Pension Plan directly upon retirement shall be reimbursed monthly for the costs of health care insurance up to \$150 per month for each month the retiree is an active participant in a health insurance plan. The retiree must present, at least annually, satisfactory evidence on a form provided by the Employer documenting the insurance coverage. The retiree must notify the Employer if his insurance changes or is dropped.

ARTICLE 13 **DISCIPLINE**

13.1 Introductory Period

- A. All newly hired employees shall be on Introductory Status during their first (ninety) 90 calendar days of employment.
- B. While on Introductory Status employees shall enjoy all rights guaranteed by this Agreement, with the sole exception of appeal of discipline, up to and including termination, through the grievance procedure. An employee on Introductory Status may be dismissed or disciplined at the Employer's sole discretion. Upon completion of the (ninety) 90 day Introductory Period, the employee shall be placed on full-time, regular employment status. Any record of progressive discipline issued during the Introductory Period will not be carried forth into regular employment.

13.2 Just Cause

- A. Employees who have completed their Introductory Period shall not be subject to any form of discipline without just cause. In determining the appropriateness of discipline, the Employer may consider the seriousness and frequency of the offense(s) and the employee's work performance, disciplinary record, attendance record, and any other relevant factor.
- B. Employees are expected to observe certain standards of good conduct and job performance established by the Employer as addressed in the OCLS staff manual. When performance or conduct do not meet the Employer's standards, the Employer will endeavor, when it deems appropriate, to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction or if the conduct in question otherwise warrants it, he will be subject to discipline for just cause, up to and including termination.

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. 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 lead to immediate termination.
- B. Following an employee's Introductory 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.
- C. The Employer reserves the right to proceed directly to more serious discipline, up to and including termination, for misconduct or performance deficiency without resort to prior disciplinary steps when the Employer deems such action appropriate.

13.5 Rules of Conduct

The rules of conduct listed in the OCLS Staff Manual are illustrative only and not all-inclusive. The Employer may adopt, change, or modify the rules of conduct. The Employer will post on departmental and branch bulletin boards or the staff electronic newsletter all rules so changed for ten (10) days prior to becoming effective. 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 by legal counsel. 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.

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

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's 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 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, the Department Head or Branch Manager shall meet with the grievant and Union representative (if applicable) and deliver a written reply 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 (7) calendar days of the receipt of the Step 1 response or the date the response should have been received. The Division Head and the grievant and the Union representative (if applicable) shall meet within seven (7) calendar days of receipt of the written appeal. The Division Head 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 (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.

Arbitration

- A. Arbitrator: Simultaneous with the filing of the Step 4 letter the grievant will file a request with the Federal Mediation and Conciliation Service (FMCS) to supply a panel of seven (7) potential arbitrators and deliver a copy to the Human Resources Department. Within five (5) calendar days of receipt of the panel from FMCS, either party shall have the right to reject the first list provided before the striking of names occurs. Upon rejection of the first list, the grievant will request a second panel of seven (7) potential arbitrators from FMCS. Within five (5) calendar days of the receipt of the second list (or first list if appropriate) the parties shall select an arbitrator from the list by alternately striking three (3) names each, thus leaving the seventh who shall serve as the impartial arbitrator. A coin flip shall determine which party strikes the first name from the list. After the selection of the arbitrator is accomplished, the grievant shall promptly notify the FMCS and the arbitrator of his selection and 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.

- C. 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) working 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.
- D. 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.
- E. 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 equally by the parties. The cost of any transcript shall be borne solely by the party requesting it.
- F. 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

- 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 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

- 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) 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) 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) 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 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 approved at least 24 hours in advance. 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. Use of more than 20 consecutive vacation days requires written approval of a Division Head.
- H. Employees who separate from the Library are reimbursed for any earned, unused vacation.
- I. Employees paid for less than 24 hours in a workweek, will not accrue vacation for that week.

- J. Vacation leave taken Sunday (five hour day) or any other Library shortened workday will be charged for eight hours vacation leave (or prorated for partial day worked).
- K. 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 Sunday (five hour day) or any other Library- shortened day will be charged for eight hours sick leave (or prorated for partial day worked).
- D. There is no limit on accumulation of sick leave hours.
- E. Hours absent for employee's medical and dental appointments will be treated as sick leave.
- F. The Employer retains the right to require a 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/holidays for unpaid family medical leave.
- H. Except for Family Medical Leave situations, the use of sick leave to care for an employee's ill family member is limited to sixteen hours per pay period.
- 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 management 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 after ten (10) years of continuous years of full-time service shall be paid any unused sick leave up to a maximum of 100 hours.

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

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. The Employer will consider each request for extended leave time on an individual basis, taking into account available paid leave, nature of position held, length of employment, ability of other staff to cover duties, length of time requested, and relative need for institution to fill position immediately. Extended leave will not be granted if there is not sufficient sick or vacation time available.

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, 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.

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 17.1(H) and approval given at the Employer's discretion.

- 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 17.1 (H).

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 17.5. 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

- A. Attendance. The following attendance standards will apply and employees shall be subject to discipline accordingly.

Employees using 72 hours or more of combination of sick leave, unscheduled vacation, unscheduled floating hours or any other unscheduled leave (excluding FML time) in the twelve (12) month period beginning with ratification of the contract (or any subsequent contract year) shall receive an oral warning. A written warning will be issued if another 72 hours are used during the twelve months following issuance of the oral warning. If 72 hours are used during the twelve months following the issuance of the written warning termination will result.

Employees using less than 72 hours of combination of sick leave, unscheduled vacation, unscheduled floating hours or any other unscheduled leave (excluding FML time) shall begin each subsequent contract year with a balance of zero (0) for the purposes of calculating the attendance standard.

- B. Punctuality. The following punctuality standards will apply and employees shall be subject to discipline accordingly.

Employees who are tardy to any scheduling point seven (7) times or more in the twelve (12) month period beginning with ratification of the contract (or any subsequent contract year) shall receive an oral warning. A written warning will be issued if another 7 tardies occur during the twelve months following issuance of the oral warning. If another seven (7) tardies occur during the

twelve months following the issuance of the written warning termination will result.

Employees who are tardy less than seven (7) times shall begin each subsequent contract year with a balance of zero (0) for the purposes of calculating the attendance standard.

ARTICLE 17
TRAINING AND PROFESSIONAL DEVELOPMENT

17.1 Professional Development

- A. All newly hired employees in the job classifications of Booktalker, Branch Librarian, Branch Youth Specialist, Electronic Resources Reference Librarian, Main Reference Librarian, Storyteller, Substitute Branch Librarian, and Telephone Reference Librarian shall be placed in a ninety-day (90) training program that includes formal training 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
- B. Employees in job classifications other than those listed in 17.1 A shall be trained as appropriate to the requirements of their positions.
- C. During the first ninety (90) days of employment the newly hired employee will work in the assigned Department/Branch (outside of time spent in formal training in 17.1 A).
- D. At the conclusion of a successful ninety (90) day introductory period, newly hired employees shall be eligible to apply for posted vacancies.
- E. During the first year of employment a newly hired employee will spend at least two (2) weeks each working in the Circulation, Social Science, Business and Science, Arts and Literature Departments. Visits to other locations may be arranged based on interest expressed by the employee.
- F. Whenever the Employer initiates a substantial technological change it will endeavor to provide, within a reasonable period, instruction and/or training to those employees whose duties will be significantly impacted by the change.

- G. The Employer will provide training opportunities for the continuing education of staff.
- H. 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.

17.2 Transfers and Vacancies

Definitions

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.

Vacancy: An open position within the bargaining unit that the Employer decides to fill. This section does not extend reinstatement rights provided under the Family and Medical Leave Act beyond twelve (12) weeks.

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.

17.3 Posting Vacancies

When a vacancy occurs, the position will be posted internally in customary posting areas for a minimum of ten (10) 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

17.4 Application

Any employee who has successfully completed the ninety (90) day Introductory Period and who wishes to be considered for a posted vacancy may apply. The

application process shall consist of submitting a memo to the contact person and current manager during the posting period.

17.5 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, training, directly related work experience, ability to perform the required work, performance in the interview and past work performance. 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.

17.6 In the event no internal applicants are selected based on the criteria in 17.5, the Employer may advertise the position externally. The Employer reserves the right to leave a position unfilled indefinitely.

17.7 Temporary Reassignment

In any instance where the Employer has a legitimate business need to reassign employees with more than ninety (90) days of employment with the Employer, the Employer shall first seek volunteers, in which case the Employer shall reassign the most senior qualified volunteer. If the number of volunteers is fewer than the number of employees needed, the Employer shall reassign the least senior qualified employee(s). Temporary reassignment shall not last for a period exceeding six (6) months. At the conclusion of the temporary reassignment the employee shall be returned to his previous position and whenever practicable, to his previous schedule.

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 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 Safety 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 AND HOLIDAY

20.1 Hours of Work

- A. Workweek: Employees shall be scheduled for forty (40) hours each week, thirty-seven (37) hours if scheduled to work on Sunday. When working on Sunday, employees shall be scheduled to work a five (5) hour shift but shall be paid for eight (8) hours.
- 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). 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.

20.2 Recognized Holidays

- A. The following shall be recognized holidays:

New Year's Day	Labor Day
Dr. Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence 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 day off with pay within the same pay period in which the holiday falls. Employees on leave without pay will not receive holiday pay.
- C. In the event that a work location which would normally be open to the public is closed to the public in conjunction with one of these recognized holidays, (such as the Main Library closing on the Sunday before Labor Day), employees scheduled to work that day at that location may: work as scheduled, take a vacation day or floating hours, or may adjust their work schedules and work on one of their regularly scheduled days off.

20.3 Floating Holiday Hours

A.

1. Floating Holiday Hours Schedule for New Employees: TA

<u>Date of Hire</u>	<u>Floating Hours Benefit</u>
<u>1/1-6/30</u>	<u>16 Floating Hours</u>
<u>7/1-9/30</u>	<u>8 Floating Hours</u>
<u>10/1 or later</u>	<u>0 Floating Hours</u>

2. Floating Holiday Hours Schedule for New Employees: Effective 1/2002

<u>Date of Hire</u>	<u>Floating Hours Benefit</u>
<u>1/1-3/30</u>	<u>24 Floating Hours</u>
<u>4/1 - 6/30</u>	<u>16 Floating Hours</u>
<u>7/1 - 9/30</u>	<u>8 Floating Hours</u>
<u>10/1 or later</u>	<u>0 Floating Hours</u>

- B. Full time employees receive 16 (24 effective January 1, 2002 and thereafter) floating holiday hours at the beginning of each calendar year. Floating holiday hours may be used in quarter hour increments.
- C. Employees must advise their managers when they wish to designate an absence as a "floating holiday hours" absence and also designate the absence as such on the Employee's Report of Absence Form.
- D. Floating Hours must be taken before the end of the last pay period in the calendar year or they will be cashed out in the paycheck for the last pay period of the calendar year.

ARTICLE 21
DURATION

This Agreement shall be in effect as of June 15, 2001, and shall remain in effect until June 14, 2004 (three years from effective date).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on this _____ day of _____.

**FOR THE ORANGE COUNTY
LIBRARY DISTRICT BOARD OF
TRUSTEES**

**FOR THE SERVICE EMPLOYEES
UNION LOCAL 362, AFL-CIO, CLC**

ORANGE COUNTY LIBRARY SYSTEM

101 East Central Boulevard, Orlando Florida 32801, (407) 835-7611, Fax (407) 835-7648

Dorothy Field, Director

June 7, 2001

TO: Board members
FROM: Dorothy Field
SUBJECT: Support staff and managers

Pending approval of the Union Contract we are recommending the following benefits be extended to support staff and managers.

- 1. Cash out of unused vacation time in excess of 160 hours up to a maximum of 40 hours, effective 2001.**
- 2. Additional eight floating hours (total 24 hours), effective 2002.**
- 3. Ability to cash out remaining floating hours at end of calendar year, effective 2001.**

The remaining benefit under discussion is some form of sick leave cash out. Because the makeup of the support staff and managers is different from that of the bargaining unit staff, we are interested in studying alternatives that would provide more appropriate benefits for these groups.

It is our intent to bring to the August Board meeting a proposal for a sick leave payout for support staff and managers.

ORANGE COUNTY LIBRARY SYSTEM

101 E. Central Blvd. Orlando, FL 32801-2471, (407) 835 7323, Fax (407) 835 7648

Dorothy Field, Director

June 5, 2001

TO: Board members

FROM: Dorothy Field

SUBJECT: Report

CONSTRUCTION UPDATES:

Alafaya:

The carpet was replaced over the Memorial Day weekend to minimize loss of service to the public. Although closed two days the drive through window remained open. The flooring sub contractor, Florida Business Interiors, Inc., deserves most of the credit for the happy ending to this challenging situation. Other than the moving cost, FBI absorbed all other costs.

West Oaks:

The project has reached the substantial completion phase. The City of Ocoee has issued a Certificate of Occupancy. Our architect is preparing a punch list. Whiting-Turner is on schedule to complete the project in July. An opening is planned for August 22. The project remains within budget.

South Creek:

The notice to proceed has been issued to the contractor, Scherer Construction. On Tuesday, June 5, they were seen moving dirt. An "official" groundbreaking will take place June 19, 9:00AM.

Main Library Exterior Renovation:

The contractor, Chinchor Electric, has started removing the existing lighting fixtures in the garden beds, many of which were completely rusted out. The new fixtures are due in about eight weeks.

Main Library Art Project:

After executing a contract with Christopher Janney, we met with him on June 1 to discuss the design of the project.

Main Library Interior Renovation:

Both the Albertson Room and the offices for Division of Branches are complete. Division of Branches staff moved into their new 5th floor offices on Friday, June 1.

Main Library Roof Replacement – Old Building:

Scaffolding has been erected on the Wall Street side, and construction has begun. The contractor, Bonner Roofing & Sheet Metal, Inc., is working two shifts; 11:00PM – 7:00AM and 7:00AM – 3:00PM.

OTHER

Friends of the Library:

The Spring book sale held May 18 - 19 was the most successful ever, grossing \$6,010. Year-to-date the Friends have earned over \$100,000 in the Bookstore recycling books to the community.

Staff Association:

The weather was great, the food was delicious and the games at the 2001 OCLS Staff Appreciation Picnic at Jetty Park were fun! Food was provided by Sonny's Barbecue. After lunch the kids competed in sack races for prizes. Others got wet from the water balloons being tossed around and some made their way down to the beach. All in all everyone enjoyed the picnic *and* the beach.

Director Search Update

At the May Board meeting, OCLS Board members identified four candidates to be interviewed for the position of Library Director: Marilyn Crouch, California State Library; Mary Anne Hodel, Ann Arbor District Library; Mary Lawson, Minneapolis Public Library ; and C. David Warren, Richland County Public Library. The candidates were contacted and notified of their selection by the Board. Ms. Crouch has since withdrawn her application.

Library Board members will conduct individual interviews with Ms. Hodel, Ms. Lawson, and Mr. Warren on Saturday, August 11, 2001. Interviews will begin at 9:00 a.m. and are scheduled to conclude by mid afternoon.

Following a full day of interviews, the three candidates will attend a reception, where patrons, staff and Friends are invited to meet the candidates and leave comments if they wish. The reception will be held on Saturday, August 11, from 5:00 p.m. to 7:00 p.m. on the third floor meeting room area of the Main Library.

Lizard:

Our lizard has returned and is now greeting visitors from the West side of the entrance to Main Library.

Branch consultants:

Library consultants, Cecil Beach & Darro Willey, returned to Orange County June 4 and 5 to tour the County once again and to facilitate public meetings on branch development for all interested staff and patrons. At the public meetings, which were held at Main and Herndon, both staff and patrons provided valuable input on location and services of branches. A preliminary report is expected in late July.

Safety Days:

June is Safety month at OCLS. Our theme for 2001 is "Take Time Out for Safety"! All employees are welcome to attend one or all of the activities planned throughout the month of June. Some of the events are blood pressure screenings, car safety tips, and medical insurance benefit information. Programs will be held at Main and Hiawasse.

West Oaks Project Summary

May 31, 2001

<u>Category</u>	<u>Original Budget Approved 8/12/99</u>	<u>Revised Budget</u>	<u>Expended To Date</u>
Land	300,000.00	276,412.50	276,412.50
Architect/Engineer	95,000.00	98,520.00	89,314.00
Construction			
Whiting-Turner Contracting Co.	1,700,000.00	1,686,587.00	1,490,456.00
Collins & Aikman (carpet)		33,825.15	
Impact&Fees	100,000.00	45,363.30	45,363.30
Testing	8,000.00	8,000.00	6,895.00
Other		9,000.00	8,173.54
	<u>1,808,000.00</u>	<u>1,782,775.45</u>	<u>1,550,887.84</u>
Contingency	150,000.00	112,292.05	
Total Project	<u>2,353,000.00</u>	<u>2,270,000.00</u>	<u>1,916,614.34</u>

Estimated Completion Date: July 2001

PATRICIA HOWARD
ORLANDO FL 32804

I don't have any suggestions, you operate so well. I just wanted to let you know how much I appreciate being able to use the library on-line, and how wonderful and responsive you folks are. I'm pleased to be able to tell you what a fine job you do and how thankful I am to have this tool. Please give everyone a big pat on the back for a job well done. Pati AR Howard

FAARIA BABOOLAL
ORLANDO FL 32817

i don't really have a suggestion to share, but i do have a compliment. the books request online service is very efficient. i have not been to the library in a long time but have had books to keep me entertained due to the online request service. the books are delivered to my front door and i couldn't ask for a greater convenience. thank you all so very much. keep up the good work.

5/20

Matthew Hello

I think that this, is an excellent service. This is what the internet was made for; Having the ability to access any book for reference at any time. Yes it is a new world, and with the ability to access information any place any time is a Dream, that your making come true. Thank you, and your staff for providing this intangible service.

**Mr. Matthew Hays
Orange county Resident**