CONTRACT AGREEMENT
BETWEEN
COMMUNICATIONS WORKERS OF AMERICA
AND
ALACHUA COUNTY LIBRARY DISTRICT

EFFECTIVE OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019
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ARTICLE 1

PREAMBLE

1.1 This Agreement is entered into by and between ALACHUA COUNTY LIBRARY DISTRICT, hereinafter referred to as the District or Employer, and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the Union, for the purpose of establishing an orderly and peaceful procedure for good faith labor relations, providing a fair and equitable procedure for the resolution of contractual differences in accordance with the grievance procedures specified herein, and setting forth the basic and full agreement between the parties concerning wages, hours, and other terms and conditions of employment.

ARTICLE 2

RECOGNITION

2.1 Recognition and Bargaining Unit
The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and terms and conditions of employment required by Florida Law to be negotiated, for the employees within the certified bargaining unit set forth in Attachment A attached to and made a part of this Agreement.

ARTICLE 3

UNION SECURITY AND CHECK-OFF

3.1 Any and all employees who are eligible for inclusion in the bargaining unit shall have the right to join or not to join the Union as they individually prefer. It is agreed that there shall be no discrimination for or against any employee because of his/her membership in said organization and, likewise, no employee shall be discriminated against for non-membership in the Union and neither the Union nor any
employee shall attempt to coerce an employee into joining or continuing in said organization or interfere with an employee in any way because of failure or refusal on the employee's part to join said organization.

3.2 The Employer agrees to make payroll deductions of Union dues when authorized to do so by the employee on a form certified to the Employer by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted.

3.3 A. The Employer agrees that, upon receipt of an individual written request on a form specified in Section 3.2 and signed by an employee covered by this Agreement, it will deduct bi-weekly from such employee's wages the amount of Union dues and initiation fees specified in such request and forward monthly the full amount thus deducted to the Secretary-Treasurer of the Union or his authorized agent as directed. However, such authorization is revocable at the employees request upon thirty (30) days written notice to the Employer and the Local Union President.

B. In general, dues deduction will be made in designated pay periods (twenty-four per year), for properly executed dues deduction authorizations received by the appropriate Employer Representative on or before the 15th day of the preceding month. However, the Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors omissions.

3.4 The Employer shall submit a monthly list of the names and addresses of employees in the bargaining unit, employees on whose behalf dues have been deducted, employee identifying numbers, seniority date of additions, date of termination, or date of transfer out of the
bargaining unit for deletions. The payroll deduction remittance to the Union will be made during the first pay period in each calendar month.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 It is the right of the Public Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations.

4.2 Except as otherwise provided herein, the Union recognizes the sole and exclusive rights, powers, and authority of the Public Employer further include but are not limited to the following: to direct and manage employees of the Employer, to hire, promote, transfer, schedule, assign and retain employees, to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work, funds or other legitimate reasons, to maintain the efficiency of its operations, including the right to contract and sub-contract existing and future work, to determine 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, to assign overtime and to determine the amount of overtime required, to control and regulate the use of all its equipment and property, to establish and require employees to observe all its rules and regulations, to conduct performance evaluations and to determine internal security practices. The Employer agrees that, prior to any permanent layoff of Union bargaining unit members, it will discuss such with the Union.
ARTICLE 5
NON-DISCRIMINATION

5.1 Employees of the District 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 by either the Employer or the Union because of the exercise of these rights.

5.2 The Employer and the Union shall apply the provisions of this Agreement equally to all employees without discrimination because of age, sex, race, color, religion, national origin, political affiliation, disability, marital status, sexual orientation, gender identity or gender expression, or membership or non-membership in the Union as required by applicable federal or state law. Any grievances concerning this paragraph shall be handled in the grievance procedure only through the third step and shall not be processed through arbitration.

ARTICLE 6
UNION STEWARDS AND UNION ACTIVITY

6.1 The Union shall have the right to select three employees from those covered by this Agreement to act as Union Stewards. A written list of the Union Stewards shall be furnished to the Library Director prior to the effective date or their assuming office. The Union shall notify the Library Director promptly of any change(s) of such Union Stewards. No Union Steward will perform any Union work unless the above has been complied with.

6.2 The CWA Representative may, with proper authorization, which will not be unduly withheld, be admitted to the property of the Public Employer. The Representative, as designated above, shall be able to talk with employees before or after regular working hours or during lunch hours of said employees on Public Employer property in areas designated by the Public Employer.
Union Stewards and Officers (except for the Union President) must be employees in the bargaining unit who have satisfactorily completed their probationary period.

The Union recognizes that Union Stewards and Officers are not entitled to any special benefits or treatment because of their role as a Steward or Officer, nor shall Stewards and Officers be discriminated against for the proper and legitimate Union activity in which they engage.

While on medical leave of absence without pay, while on PTO leave, or while receiving worker’s compensation payments, employees shall not function as Union Officers or Stewards.

The investigation, handling, or adjustment of grievances shall, insofar as is practical, be conducted by employees and/or Union Stewards or a Union Officer during non-working hours. If grievance matters must be attended to during working hours, it will be done so as to cause a minimum of interference with production or services. The Union Stewards or a Union Officer who are employees of the Alachua County Library District will be paid for time spent on such grievances. It is acknowledged that the Steward or Union Officer must advise the Administrative Services Division Director or designee of the requirement and secure written (e-mail) permission before conducting such investigation. Upon returning to his work assignment, the Union Steward or Union Officer shall report to the appropriate management representative unless prior consent not to do so has been secured. Union Stewards or a Union Officer shall not investigate, present, or adjust grievances on overtime. With prior approval of the supervisor, a representative of the Union shall be granted time off from his/her regular scheduled work hours without loss of straight time pay or benefits to attend Governing Board Meetings, Governing Board Committee Meetings or Board of Trustees meetings so long as library services are not adversely affected.
6.7 Union Stewards shall investigate and settle grievances District wide. Union stewards will coordinate time away from their job functions that is spent on union business with their immediate supervisor prior to engaging in the union related activity.

6.8 Solicitation of any and all kinds by the Union, including but not limited to the solicitation of membership, grievances and collection of Union monies, shall not be engaged in during working hours. It is not the intent of the above to restrict or preclude any Steward or Officer from answering legitimate questions from any members of the bargaining unit concerning Union activity.

5.9 The Union shall not distribute literature during working hours in areas where the actual work of public employees is performed. This section shall not be exclusively devoted to the performances of the employees' official duties.

6.10 The Union shall not distribute on Employer property any materials that reflect on the integrity or motives of any individual, agency, or activity of the Employer or other labor organization. This shall not restrict the Union from having the same privilege as any citizen.

6.11 **Union Leave of Absence**

Employees designated by the Union may be granted a leave of absence upon request of the Union President for Union business. Such leave will be treated as personal leave (PTO or leave without pay) and permission for such leave may be withheld if operational considerations so require. Such leave shall be considered as time worked for the purpose of seniority accrual and other fringe benefits, provided that such leave does not exceed ten (10) consecutive work days.
ARTICLE 7
PROBLEM AND COMPLAINT RESOLUTION

7.1 The purpose of this Article is to provide for the informal resolution of employee problems and complaints. This Article recognizes that there are times that problems, complaints, or situations may occur when an employee covered by this Agreement may require information or feels that an adjustment of some type is required that can best be provided through informal resolution.

7.2 When an employee covered by this Agreement is working under the jurisdiction of an employee in the category of supervisor, the employee and the supervisor shall be expected to informally resolve problems, complaints, or situations that the employee feels need either adjustment or information and that are within the authority of the supervisor to resolve. In this solution process, the supervisor does not have the authority to adjust claims that involve the interpretation or application of this Collective Bargaining Agreement.

7.3 This informal resolution procedure shall normally be accomplished within five (5) working days of the incident from which the matter arose. The immediate supervisor shall verbally notify the employee of his/her decision within five (5) working days.

7.4 If the problem, complaint or situation is not resolved to the employee’s satisfaction and if the problem, complaint or situation involves the interpretation or application of this Collective Bargaining Agreement, the employee may utilize the grievance procedure provided for in Article 8 of this Agreement. (Reference Article 8.1 and 8.3).

ARTICLE 8
GRIEVANCE PROCEDURE

8.1 The Union or any member of the bargaining unit may file a grievance concerning the meaning, application, and/or interpretation of the specific Articles of this Agreement and any disciplinary action when a
question of "just cause" exists resulting from the application of District
or departmental rules and regulations. Any grievance filed shall
adequately set forth the facts pertaining to the alleged violation and
shall be processed in accordance with the following steps:

Step 1: The employee and/or Union Representative shall present
the appeal in writing to his/her Department or Branch
Manager within ten (10) working days after the
occurrence of the event giving rise to the appeal or within
ten (10) working days of the event becoming known to
the employee or within ten (10) working days after the
immediate supervisor's response as set forth in Article 7
of this Agreement. The Department or Branch Manager
shall hold a meeting with the employee and give a written
response to the employee within ten (10) working days
after the receipt of the grievance. The aggrieved
employee, upon his/her request, may be accompanied at
this meeting by the Union Steward.

Step 2: If the grievance is not resolved with the response of the
Department or Branch Manager in Step 1, or if no answer
has been given within the ten (10) working days, the
appeal shall be presented in writing to the Division
Director. The Division Director shall, within ten (10)
working days of receipt of the written appeal, meet with
the employee, Union Representative, and Department or
Branch Manager to conduct a hearing concerning the
appeal. The Division Director must then render his/her
decision in writing within ten (10) working days.

Step 3: If the grievance is not resolved with the response of the
Division Director in Step 2, or if no written answer is
rendered by the Division Director on a timely basis, the
aggrieved employee may file a written appeal with the
Library Director within ten (10) working days of the receipt of the Step 2 answer or within ten (10) working days of when the Step 2 answer was due. The Library Director or his/her designee shall meet with the employee and/or Union Representative, and/or designated management staff, and the Alachua County Human Resources Director and/or his/her designee, and shall render his/her decision in writing within ten (10) working days from receipt of the appeal.

**Step 4:** ARBITRATION: If the grievance is not resolved in accordance with the foregoing procedure, the Union may request arbitration by serving written notice of intent to appeal with the County Attorney within twenty (20) working days after receipt of the response in Step 3. If the grievance is not appealed to arbitration within said twenty (20) working days, the Step 3 answer shall be final and binding.

Within twenty (20) working days after receipt of the appeal to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service, the sole function of that body being to assist in the selection of the arbitrator, to furnish a panel of seven (7) impartial arbitrators particularly skilled in matters involving local government employee relations. Both the District and the Union shall have the right to strike three (3) names from the panel. Within five (5) working days after receipt of the list, the parties shall meet and alternately cross out names on the list. A coin toss shall determine who shall cross out first. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her
selection within five (5) working days by a joint letter from
the District and the Union requesting that he/she set a
time and place, subject to the availability of the District
and Union representatives.

The arbitration shall be conducted under the rules set
forth in this Agreement, not under the Rules of the
FMCS. The arbitrator shall have no authority to modify,
amend, ignore, add to, subtract from or otherwise alter or
supplement this Agreement or any part thereof or any
amendment thereto. The arbitrator shall consider and
decide only the specific issue(s) submitted to him/her in
writing by the District and the Union, and shall have no
authority to consider or rule upon any matter which is
stated in this Agreement not to be subject to the
arbitration, which is not a grievance as defined in Article
6, or which is not specifically covered by this Agreement.
The arbitrator may not issue declaratory or advisory
opinions and shall be confined exclusively to the question
which is presented to him/her, which question must be
actual and existing. The arbitrator shall submit in writing
his/her decision within thirty (30) days following the close
of the hearing or the submission of briefs by the parties,
whichever is later, provided that the parties may mutually
agree in writing to extend said limitation consistent with
this section. The decision of the arbitrator shall be final
and binding.

The expense of arbitration, including the compensation
expenses of the arbitrator, shall be shared equally by the
District and the Union. If either party cancels a scheduled
arbitration hearing, the canceling party will be responsible
for payment of all expenses due the arbitrator. If the
arbitration is cancelled as the result of weather or natural
disaster the parties shall share any expenses equally.

Each party shall be responsible for the expense or
expenses of any witness or witnesses it calls.

The cost of any transcript shall be borne solely by the
party requesting it.

8.2 TIME LIMITS
If an appeal is not further submitted as set forth above, it shall be
deemed settled on the basis of the last answer of the District or if no
answer has been made, it shall be deemed denied. At any point in the
grievance process, the time limits may be extended or waived by
mutual agreement in writing of the parties. In computing time limits
under this article, Saturdays, Sundays, and holidays shall not be
counted.

8.3 TIME LIMITS FOR FILING
No grievance shall be entertained or processed unless it is submitted
to the District at Step 1 above within ten (10) working days after the
occurrence of the event giving rise to the grievance, or within ten (10)
working days after the employee, through the use of reasonable
diligence, should have obtained knowledge of the occurrence of the
event giving rise to the grievance or within ten (10) working days of the
immediate supervisor’s response as set forth in Article 7 of this
Agreement. If the grievance is the result of a discharge, the grievance
must be submitted at Step 3 within the time frame specified above.

8.4 TIME LIMITS FOR APPEAL
A grievance must be filed and appealed within the time limits set forth
above or the grievance shall be considered withdrawn. Any grievance
not answered by the District within the specified time limits shall be
deemed denied and immediately appealable to the next step. Waiver of these time limits may only be accomplished by mutual agreement in writing. Steps one, two and three, may also be waived in writing and time limits will commence from the date of the waiver accordingly.

8.5 WAIVER OF PERSONNEL APPEAL PROCESS

Any matter defined as a grievance in Section 8.1 of this Agreement may only be processed through the grievance procedure of this Agreement and may not be appealed through the appeal process in the Personnel Regulations. Employees covered by this Agreement hereby waive any right to resort to this appeal process concerning any matter defined in this Agreement as a grievance.

8.6 PROBATIONARY PERIOD

An initial hire probationer may be separated from employment at any time within the initial 6 month or extended probationary period. An initial hire employee so dismissed from employment shall have no rights under this grievance procedure. An employee shall be made aware of his/her performance level at reasonable intervals during the probationary period. If deemed necessary by a Division Director and approved by the Library Director, an employee’s probationary period may be extended for a period not to exceed three (3) additional months. Following the successful completion of the initial or extended probationary period, an employee shall be entitled to full benefits and privileges afforded to permanent employees.

8.7 GRIEVANCE NOTIFICATION

A. The Employer shall notify the Union president of all grievances filed by bargaining unit employees; and, the Union president shall be advised as to the disposition of the grievance(s) in writing.

B. The District will work with the Union president, or designee, to establish the time and place of the grievance meeting.
ARTICLE 9
DISCHARGE AND DISCIPLINE

9.1 A permanent employee may be disciplined or discharged only for just cause and in a fair, impartial and consistent manner as established by the Employer. It is understood by the parties that employees are subject to all Rules and Regulations of the Employer.

9.2 Any official written reprimand shall be furnished to the employee outlining the reason for the reprimand. The employee will be requested to sign the statement; however, signature does not necessarily imply agreement. If the employee refuses to sign, this refusal shall be noted and placed in the employee's personnel file. The employee shall have the opportunity to respond to the reprimand in writing. Whenever possible, the Employer will make every effort to reprimand an employee in a private manner so as to avoid embarrassing the employee.

9.3 An employee, upon request, shall be entitled to Union representation at disciplinary interviews or conferences in accordance with law.

9.4 Verbal counseling and written instructions are not subject to the grievance procedure in this Agreement, nor are they to be considered “first offenses” for purposes of progressive discipline. Provided however, if an employee is called to a verbal counseling session during which he/she is notified that the subject under discussion will be the basis for discipline, or where there is more than one (1) management representative present, he/she may request that the meeting be suspended until such time that a Union or other representative is present. Written reprimands (disciplinary notice) are subject to the grievance procedure in this Agreement and may be considered “first offenses”. Disciplinary action involving discharge, demotion and suspension with loss of pay are subject to the grievance provisions of this Agreement.
9.5 Any discharged employee who has completed his/her probationary period shall have the right to appeal said discharge directly to the third step of the grievance procedure provided such appeal is made within five (5) working days from the effective date of such action.

9.6 In imposing disciplinary measures by incremental steps based on successive deficiencies in employee performance on a current charge, the Library District will not take into consideration Group I Offenses which occurred more than twelve (12) months previously, or Group II Offenses more than two (2) years old, except in discharge cases in which the overall disciplinary record of the employee may be taken into consideration.

ARTICLE 10

SENIORITY

10.1 Seniority is defined as the length of continuous service in Employer employment. Seniority will continue to accrue during all types of leaves of absence with pay and other authorized leaves without pay up to a period of thirty (30) days and shall be retained thereafter.

10.2 After successful completion of the initial 6 month or extended probationary period, seniority will revert to date of employment. Seniority shall be used as a factor in consideration for promotion as specified in Article 16.

10.3 Employees shall lose their seniority only as a result of the following:

1. Voluntary termination
2. Retirement
3. Termination for Cause
4. Failure to return from any authorized leave within the time limit prescribed by law

10.4 Probationary Period

Upon promotion, a permanent employee shall be on probation for six (6) months. An employee shall be made aware of his/her performance
level at reasonable intervals during the probationary period. An employee removed during the probationary period for failure to perform satisfactorily the duties of the position, shall be returned to the classification and work site held prior to the promotion, or to the same classification and other mutually agreed upon work site.

ARTICLE 11

HOLIDAYS

11.1 **DATES:** All permanent and probationary employees in pay status are entitled to any holiday pay or benefits. The following days will be observed and administrative offices will be closed:

- New Year’s Day
- Martin Luther King Day
- Memorial Day (last Monday in May)
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- One (1) Additional Holiday

During budget preparations, the Administrative Services Division Director and the Library Union President or designee shall confer in an attempt to determine the one (1) additional holiday for the next fiscal year. In the event the two parties cannot reach agreement, final determination shall be made by the Library Director on or before September 1st.

Holidays falling on Saturday will be observed on the Friday preceding the holidays, and holidays falling on Sunday will be observed on the Monday following such holidays. For employees not regularly
scheduled to work on an observed holiday, the employee’s supervisor
will designate an alternate work day, during the same work week as
the observed holiday, as the employee’s observed holiday.

11.2 FLOATING HOLIDAYS
Employees will have three (3) non-cumulative floating holidays. These
holidays are extended to all employees covered by this Agreement
who have achieved permanent status.

Floating holidays must be taken as normal work days and during the
fiscal year in which the employee became eligible, and must be
requested by each employee and approved in advance by the
appropriate supervisor.

11.3 HOLIDAY PAY AND ELIGIBILITY
A. Permanent and probationary full-time and part-time employees
shall be paid for the number of hours they would have worked in
a normal shift at their regular straight time rate for holidays not
worked, provided (s) he is in pay status for at least 50% of the
regularly scheduled workday immediately preceding the holiday
and immediately following the holiday (i.e., employee is either
working or on approved paid leave at least 50% of each day).

B. If a full-time or part-time employee’s regular scheduled day off
falls on a holiday, the employee will receive an additional day off
during that work week equal to one of that employee’s
scheduled work week days, paid at straight time rate. Said day
off will be scheduled by mutual agreement between the
employee and his/her immediate supervisor.

11.4 HOLIDAY WORK
Full-time and part-time employees required to work on any of the
recognized holidays will be paid holiday pay based on their scheduled
work week plus pay at time and one half for hours actually worked.
11.5 **HOLIDAY DURING PTO**

Should a holiday occur during an employee’s PTO, that day shall be charged as a holiday.

**ARTICLE 12**

**LEAVE OF ABSENCE**

**12.1** Leaves of absence shall be of nine types:

A. **PTO (Paid Time Off)**
B. Leave for compensable injury
C. Military leave
D. Civil leave
E. Leave without pay
F. Bereavement leave
G. Family and Medical leave (FMLA)
H. Alachua County Library District Community Volunteer Program
I. Alachua County Library District Declared Emergency Closure Leave

**12.2**

A. **PTO (Paid Time Off) – Accrual**

PTO leave will accrue provided the employee is in active pay status for at least eighty percent (80%) of the pay period in which leave accrual occurs. Employees who are on the payroll and filling permanent full-time positions shall receive paid PTO based upon their length of continuous service as follows:

**BI-WEEKLY PAY PERIODS**

**40 Hour Work Week**

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Accrual</th>
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<tr>
<td>Less than 1 year</td>
<td>6.00</td>
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<tr>
<td>1 Year but less than 5</td>
<td>7.00</td>
</tr>
<tr>
<td>5 Years but less than 10</td>
<td>8.50</td>
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<tr>
<td>10 Years but less than 20</td>
<td>9.50</td>
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<tr>
<td>20 Years and over</td>
<td>11.0</td>
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B. Part-time employees who work at least 20 hours per week, are on the payroll, and filling permanent part-time positions, shall be credited with PTO for a prorated number of hours based upon their biweekly work schedule and computed on the base rate of full-time employees with the same length of service, provided they are in active pay status for at least eighty percent (80%) of the pay period in which the leave accrual occurs.

C. There is no cap on PTO accrual.

D. No employee shall be granted PTO during the first 30 calendar days of employment.

E. No employee shall be granted PTO unless the time granted shall have already accrued or will accrue during the PTO period.

F. PTO shall be earned as of the last day of each bi-weekly pay period.

G. PTO shall not be credited or granted to Temporary employees.

H. Scheduling of non-FMLA PTO shall be based upon the operational needs of the Library District, as determined by the District. Where possible, all requests for PTO of 40 hours or more shall be submitted in writing at least one (1) calendar month prior to the desired commencement date, must be approved in advance by the Supervisor, and the request will not be unjustly denied and when possible the employer will respond to vacation request in writing within 2 weeks of the request being submitted.

I. PTO leave requests for non-FMLA events of 40 hours or more will be capped in usage (maximum allowable usage) in any fiscal year as follows. Usage caps for part-time staff will be prorated in the same manner as PTO accrual rates as described in Article 12.2.B.

Employees who do not qualify for FMLA PTO may be allowed to exceed the maximum hours for documented medical necessity.
<table>
<thead>
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<th>Years of Continuous Service</th>
<th>Maximum Hours</th>
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<tbody>
<tr>
<td>Less than 5</td>
<td>160 hours</td>
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<tr>
<td>5 Years but less than 10</td>
<td>200 hours</td>
</tr>
<tr>
<td>10 Years and over</td>
<td>240 hours</td>
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J. PTO shall be used in 15 minute increments.

K. When accumulated PTO is exhausted, the employee must apply for leave without pay as provided in 12.6.

L. Employees may be required to supply proof of sickness, injury or disability in order to utilize PTO. Such employees may be sent to a physician of the District’s choosing for such purpose, in which event the District will pay the expenses thereof.

M. During employment, payment in lieu of PTO is not authorized.

N. PTO at termination or retirement:

1. Employees at the time of termination or retirement will receive PTO payout with the following caps:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Maximum Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5</td>
<td>160 hours</td>
</tr>
<tr>
<td>5 Years but less than 10</td>
<td>200 hours</td>
</tr>
<tr>
<td>10 Years but less than 20</td>
<td>240 hours</td>
</tr>
<tr>
<td>20 Years and over</td>
<td>240 hours</td>
</tr>
</tbody>
</table>

   a. Any accrued PTO above these payout caps will be credited as service credit for the purpose of pension benefit calculation.

   b. Any accrued PTO in amounts less than the above payout caps will be paid out to the employee, with no PTO applied as service credit.

2. For employees with fewer than 5 years of service, any accrued PTO will be credited as service credit to determine employee’s vesting status at time of termination.

   a. If after applying PTO as service credit the employee becomes vested in the Pension, any remaining accrued
PTO is subject to the payout caps stated in section N.1 above. The balance of accrued PTO will be received as a payout, up to the maximum cap allowed in section N.1 above. Any remaining PTO after payout will be credited as service credit for the purpose of pension benefit calculation.

b. If after applying PTO as service credit the employee is still not vested in the Pension, all unused PTO will be received as a payout.

c. PTO accrued and unused prior to the ratification date of this Agreement shall be converted to additional service credit for determining pension benefits.

d. Effective upon ratification, any PTO unused on or after such date shall not be converted to additional service credit for determining pension benefits. Only the PTO at the time of ratification, as described above, or at the time of termination or entry into the DROP may be converted to pension service credit.

12.3 LEAVE FOR COMPENSABLE INJURY

If any employee sustains a job-related injury, he/she will be entitled to workers' compensation benefits in accordance with the laws of the State of Florida. In addition, an employee may utilize available PTO leave credits to supplement statutory workers' compensation payments. In no instance shall this combination and any supplemental payment, including disability payments other than workers' compensation, total more than one hundred percent (100%) of an employee's regular base rate.

The Library District will continue to fund the employer's portion of group health and life insurance premiums for a period not to exceed 12 weeks in any 12 month period. These contributions will continue
even if an employee exhausts all accrued PTO leave or elects not to supplement his/her workers' compensation benefits with accrued PTO leave. If an employee voluntarily fails to return from workers' compensation leave, the Library District may recover the premiums paid on his/her behalf during the unpaid leave period.

All accruals toward PTO and seniority shall continue while an employee utilizes PTO leave credits to remain in a full pay status. Exhaustion of accrued PTO leave or election not to use PTO leave to supplement workers' compensation benefits shall cause accruals to cease.

After employees are authorized to return from rehabilitative duty, they are not entitled to elect to take PTO leave in lieu of returning to work.

If an employee remains unable to work beyond the twelve (12) week period, any remaining workers' compensation leave will be applied to any available Family and Medical Leave (FMLA) for up to twelve (12) weeks in a twelve (12) month period.

**12.4 MILITARY LEAVE**

A. Long-term and short-term military leave shall be granted in accordance with Chapters 115 and 250, Florida Statutes.

B. Long Term Military Leave: An employee in the United States Reserve Forces or National Guard ordered to active military duty for purposes other than training shall be granted long-term military leave without loss of benefits or seniority, under the following conditions:

1. An employee ordered to active military duty during a declared war or time of war shall receive:
   a. Full pay for the first 30 days of the long-term military leave, and
b. Supplemental pay beginning on the 31st day of the long-term military leave, not to exceed 180 calendar days of absence. Supplemental pay is an amount necessary to bring the employee's total salary, including the base military pay and the supplemental pay, to the level earned from Library District employment at the time the absence for long-term military leave began.

2. An employee in the Florida National Guard ordered to state active duty under provisions of Chapter 250, Florida Statutes, shall receive full pay for up to 30 days at any one time.

a. Following such an absence for state active duty, the employee must perform the employee's Library District work for at least one full shift before being eligible for another period on long-term military leave for state active duty.

3. Long-term military leave for other purposes shall be without pay, unless an exception is granted by the Administrative Services Division Director for unusually compelling circumstances.

4. Seniority Rights: An employee who is granted long-term military leave shall retain seniority rights.

5. Requesting Long-Term Military Leave: A request for long-term military leave shall be submitted to the appropriate supervisor on a Leave Request Form, accompanied by proper documentation including military orders, as soon as practicable.

C. Short-Term Military Leave: Short-term military leave shall be granted for purposes of attending military training in accordance with Chapter 115, Florida Statutes. An employee in the United States Reserve Forces or National Guard shall be granted
military leave for training purposes with full pay and without loss of benefits.

Such military leave shall not exceed 17 working days (maximum 12-hour day) in a calendar year.

A request for short-term military leave shall be submitted to the appropriate supervisor on a Leave Request Form, with or followed by proper documentation as soon as practicable.

12.5 CIVIL LEAVE

When an employee is required to serve on jury duty during his/her regular work shift, the employee shall be relieved of responsibility for his/her regular work shift and shall be paid as if the employee had worked his/her regular shift. All employees who are required to serve on jury duty shall report to their Department or Branch Manager that they have been notified for that purpose within twenty-four (24) hours of receiving such notice.

When an employee is finally released or is excused from jury duty, the employee shall report immediately to his/her supervisor for available work, or to request approved PTO (paid time off) for the remainder of the shift. Any employee, who in place of the employee's normal work, upon the request and for the benefit of the District, attends any legal proceedings involving the District or is subpoenaed to any court proceeding in which the employee is not personally or monetarily interested, shall be paid as if engaged in the employee's normal work. If such attendance is at a time other than the employee's regular work shift, employees eligible for overtime shall be paid time at straight time rates for all hours required for such attendance. Any fees received as a juror or witness while being paid as a District employee shall be
reimbursed to the District as a condition of approval for any civil leave request.

12.6 LEAVE WITHOUT PAY

Upon written request from an employee and recommendation from the Division Director, the Library Director may grant a leave of absence without pay where good cause is shown for a period not to exceed thirty (30) days, provided such leave is not detrimental to the operations of the District. The leave may be extended or renewed for additional periods of thirty (30) days for reasons which, in the opinion of the Library Director, are satisfactory.

If leave without pay is extended beyond a thirty (30) day period, continuation of insurance benefits will be administered in accordance with Federal COBRA regulations; and any applicable State of Florida regulations.

Such leaves are intended to be granted for pregnancy and pregnancy related conditions, health, education, military service or extenuating and extraordinary personal reasons. In the case of health, pregnancy or pregnancy related conditions, such leave will be contingent upon certification of the inability to return to work by the employee's attending physician.

At the end of any authorized leave without pay, the employee shall be re-employed without any loss of salary level or benefits. Seniority shall accumulate only during the first thirty (30) days and shall be retained thereafter. All other accumulations of time toward increased leave accrual shall cease after the first thirty (30) days until the resumption of paid time.
12.7 BEREAVEMENT LEAVE

An employee who has a death in his/her immediate family may be granted a bereavement leave up to five (5) consecutive working days, not to exceed forty (40) work hours. Bereavement leave will not be charged to accrued PTO.

Immediate family for purposes of this section is defined as: spouse; father, step-father, current father-in-law; mother, step-mother, current mother-in-law; son, step-son, current son-in-law; daughter, step-daughter, current daughter-in-law; brother, step-brother, current brother-in-law; sister, step-sister, current sister-in-law; grandfather, current grandfather-in-law; grandmother, current grandmother-in-law; grandson; granddaughter; a child under eighteen (18) years of age of a person standing in loco parentis, certified domestic partner, or anyone who falls under the identified relationships, listed above as a result of certified domestic partnership. Also included are relatives of an employee’s deceased spouse as listed above in this article, as long as the employee has never remarried.

Documentation may be required as a condition for approval of bereavement leave.

12.8 FAMILY AND MEDICAL LEAVE (FMLA)

Family and Medical Leave shall be granted in accordance with The Family and Medical Leave Act (FMLA) of 1993.

12.9 ALACHUA COUNTY LIBRARY DISTRICT COMMUNITY VOLUNTEER PROGRAM

The Alachua County Library District will allow its permanent employees, through its participation in the Alachua County Community Volunteer Program, to spend up to one hour per week (52 hours per year) working at a government, tax exempt or non-profit agency that meets child, elder, human, or environmental needs. Part-time
permanent employees shall be granted a prorated number of hours of
volunteer leave based on the number of hours regularly worked during
the pay period.

12.10 LIBRARY DISTRICT DECLARED EMERGENCY CLOSURE LEAVE

Declared Emergency Closure of Library District Facilities:

A. In the event the Alachua County Library District officially closes
its facilities due to an emergency, the Library Director shall
authorize the release of some employees from work and place
them on paid administrative leave.

Key employees (e.g., branch manager, PIC) may need to stay
on premises longer to secure closing. In the event employees
are called back to work, at least a 4-hour delay will be added to
the building’s scheduled opening time.

If the Director assesses situation and determines state of
emergency no longer exists then employees will be contacted,
and upon mutual agreement they will return to work. If they are
unable to return to work, they will be granted PTO (if they have
PTO available) for the remainder of the day.

B. Required to Work. Those employees required to work while
others from the same facility are on paid administrative leave,
granted as the result of a Library District declared emergency
facilities closure, will receive compensation in accordance with
Article 13: Work Hours and Overtime.

1. In addition, those employees required to work while others
from the same facility are on paid administrative leave will
receive hour for hour “Library District Declared Emergency
Closure Leave” for all regularly scheduled hours worked
while other employees are on paid administrative leave
during the declared emergency closure.
2. Library District Declared Emergency Closure Leave must be used within six months of being earned.

ARTICLE 13
WORK HOURS AND OVERTIME

13.1 WORK HOURS
Because of the diversity of Library operations, the normal hours of work shall be established by each Department or Branch Manager. The standard work week shall consist of a total of forty (40) hours. Administrative offices shall be open to the public from 8:00 AM until 5:00 PM, Monday through Friday.

13.2 OVERTIME COMPENSATION
In the event an employee is required to work beyond a normal work week of not less than forty (40) hours, the employee shall be compensated at the rate of time and one-half (1-1/2) the employee's regular straight time rate. All overtime work must have prior authorization by the Library Director or designee except in cases of emergency. The Library Director or designee must be notified as soon as possible of any emergency use of overtime work. All payments for overtime must be authorized by Library Director or designee.

Only hours an employee actually works and holiday hours shall count as hours worked for the computation of overtime. Approved volunteer leave under the Alachua County Library District Community Volunteer Program will count as paid time, but does not count as hours worked in the calculation of overtime.

13.3 Employees assigned by their appropriate supervisor to work in a higher rate pay classification for at least forty (40) consecutive work hours including holidays shall be paid for such time worked at the minimum regular rate of pay for such classification or at five percent (5%) above their regular hourly rate, whichever is higher.
If operations allow, all employees in the bargaining unit shall be entitled to a fifteen (15) minute break during the first four (4) or five (5) hours of their work shift and a fifteen (15) minute break during the second four (4) or five (5) hours of their work shift (depending upon whether they work an eight (8) or ten (10) hour shift). The daily scheduling of such breaks shall be at Management’s discretion. These shall be the only “breaks” allowed and any failure on the part of employees to conform to any schedule may result in progressive discipline.

**STAND-BY PAY**
In the event an employee is placed on stand-by status, he/she will be paid one (1) hour at his/her regular rate of pay for each eight (8) hour shift he/she is on stand-by status.

**CALL OUT GUARANTEE**
Employees who are called out to work on a day they are not regularly scheduled to work or at a time which is not contiguous to their regular shift, shall be guaranteed two (2) hours of work or pay at their regular rate.

**ARTICLE 14**

**INSURANCE**

The District will pay eighty-five (85%) of the premium for single coverage for group health, life, short term and long term disability insurance programs; and seventy percent (70%) of the premium for dependent health insurance coverage. The District will pay a minimum of eighty percent (80%) of the premium for single coverage for the group dental plan effective October 1, 2007. Employees will be responsible for one hundred percent (100%) of the premium for dependent coverage of the dental insurance. The District will continue to pay 80% of the premium for single coverage if funding is available.
ARTICLE 15

CLASSES ON EMPLOYER TIME

15.1 The only time that an employee will be permitted to take college or adult education classes during Employer work hours will be when the course is job related or essential to an employee's further advancement in the District and is not offered at any other time. The employee will be offered one of the following three alternatives:

1. Leave without pay;
2. PTO (Paid Time Off); or
3. Make up time if work environment permits this flexibility. All such arrangements shall be approved in advance by the appropriate Department or Branch Manager.

15.2 When a situation arises in which more than one employee in a division has been approved to take a specific class and only one employee can be permitted to leave the division at a time, the Department or Branch Manager will decide which one will attend.

15.3 Eligible employees will be permitted to attend unique training and education courses offered by the Employer on Employer time. All of the costs incurred will be paid by the Employer.

15.4 Each supervisor may require any employee to attend courses offered by the Employer on Employer time.

ARTICLE 16

JOB VACANCIES - TRANSFERS - LAY-OFFS - RECALLS

16.1 All vacant positions except Library Page shall be filled in the following manner:

A. Vacant positions shall be posted internally for a minimum period of five (5) working days. Following a review of the internal applicants, the District may elect to proceed with the selection process or to post the position externally.
B. Permanent employees (employees who have successfully completed the initial 6 month probationary period of a new hire, and any extensions thereof) may apply for all internally and externally posted positions for which they are qualified.

Employees still in their initial new hire probationary period, or any extension thereof, may apply only for externally posted positions. If chosen as the top candidate for the position, the new hire probationary employee will be subject to a new 6 month initial new hire probationary period.

C. The successful applicant shall be selected based upon qualifications as determined by evidence gathered from the written application and/or resume, references, and the job interview or assessment center process. In the event there are two or more internal applicants having substantially equal qualifications, as defined by education, training, directly related work experience and past work performance, seniority shall prevail. In the event of internal and external applicants having substantially equal qualifications, the internal applicant shall be chosen.

D. The District may elect not to post each individual position vacancy for Library Page in order to fill a position from a list of applicants that has been prepared from previous postings and recruitment efforts.

E. Any permanent employee (employee who has successfully completed the initial 6 months probationary period of a new hire, and any extensions thereof) interested in transferring to another position or voluntarily seeking a lower level position within the Library District may complete the Transfer Request Form for positions not currently posted in the Employment
Opportunities Listing and forward it to the Library Administration where it will remain active for a 6 month period.

When the position(s) become available, the employee will be contacted to submit an updated employment application, only if the transfer is a request to transfer to another classification.

The Library District may elect not to post a vacancy if there is a qualified Library District employee who has submitted a Transfer Request Form for a lateral transfer or is voluntarily seeking a lower level position, or who is being reduced or disqualified from a higher level position. The Union shall be notified in advance of the position being filled in this manner.

In the event there are two or more Transfer Request Forms, then the employee will be selected based upon education, training, directly related work experience and past work performance, seniority shall prevail.

If the employee is moving from a higher classification to a lower classification, his/her salary rate of pay will be reduced within the lower salary range, to the same percentage above the base of the lower salary range as it was previously in the higher level classification, as long as budgetary constraints allow. At the time the employee requests a voluntary demotion, a calculation of the employee's new salary will be provided to him/her. If the transfer is within the same classification, the employee's salary will remain the same. During an Administrative Transfer to a lower classification (defined in ACLD Personnel Regulations Chapter 5, B, and 2.B), the Library Director or Designee shall
set the salary, which may be lower than the employee's salary prior to the transfer.

If a new position(s) and/or classification(s) is created as the result of a reorganization of a department, and the change in structure results in no increase in the overall number of positions and there is potential for layoff of current personnel, an internal posting may be created. This internal posting will not be placed on the published Alachua County Library District job vacancy listing, but will be a separate requisition (formerly notice of vacancy) available only to those employees in the affected work unit.

16.2 If an employee is promoted within sixty (60) calendar days of an annual merit increase evaluation, the evaluation shall be done prior to the promotion and any merit increase due to the employee shall be awarded prior to the promotion and be prorated on a percentage basis of a normal twelve (12) month period.

16.3 LAY-OFF AND RECALL

A. An employee may be laid off when it becomes necessary by reason of, but not limited to: shortage of funds, lack of work, the abolition of a position or material changes in job duties or organizational structure or for any other reasons within the discretion of the District.

B. In the event that a reduction in the Library District's work force becomes necessary the Library Director or his/her designee shall determine the extent of layoffs necessary and identify:

1. The class or classes of positions from which layoffs are to be made.

2. The number of positions in each class to be abolished resulting in layoffs.
C. The order of layoff shall be as follows:

Appointment Status:

1. Temporary part-time
2. Temporary full-time
3. Probationary employees (new)
4. Permanent part-time
5. Probationary employees (promotional) - (Reverts to prior classification without loss of seniority accrued while in such promotional probationary status)
6. Permanent full-time (job-sharing positions)
7. Permanent full-time

D. In the event of the relative inequality of employee's ability and qualification to do the work and performance evaluation between employees in the same classification and department, the employee with the high values of these factors as determined by the District shall be retained. If these factors are relatively equal, the least senior employees in the classification and department shall be laid off first.

E. Laid off employees shall be recalled to the classification and department from which they were laid off in the reverse order in which they were laid off, provided that they have not been laid off for twenty-four (24) consecutive months or one-half the employee's seniority of continuous employment with the District at the time of layoff, whichever is lesser. It is understood that persons employed with, and paid by, federal or state grant funds will be laid off or terminated upon the elimination or cut-back of such funds regardless of their seniority.

F. For purposes of longevity and PTO accrual rate, recalled employees shall retain credit for prior service.

G. Laid off employees who are "recalled" within six (6) months of the effective date of their layoff to permanent District positions
other than the classification in which they were assigned at the
time of layoff, shall retain credit for prior services for purposes
of longevity and PTO accrual rates.

H. Laid off employees who are recalled or rehired shall not utilize
or accrue PTO benefits during the period they were laid off.

I. The anniversary date for laid off employees who are “recalled”
within six (6) months of the effective date of their layoff shall be
adjusted forward by the number of days that an employee was
laid off. Should an employee be recalled more than six (6)
months after layoff, the anniversary date shall be the date which
an employee returns to work.

J. No layoff shall be conducted in conflict with any State or Federal
grant regulation prohibiting the supplanting of employees.

K. An employee who is laid off and fails to return to work within
fourteen (14) work days after having been recalled in writing by
certified mail with return receipt requested, addressed to the
last known address of record, shall not be eligible for recall
unless there is reason, acceptable to the District, for such
failure.

L. All layoff and recall procedures shall be coordinated and
processed by the Library Director and/or his/her designee.

M. The Union and the affected employees shall be given at least
ten (10) days written notice of pending layoff.

ARTICLE 17
LIABILITY

17.1 The Employer will defend any actions in tort brought against any
employee(s) covered by this Agreement as a result of any alleged
negligence of said employee(s) arising out of and in the scope of their
employment with the Employer unless such employee(s) acted in bad
faith with malicious purpose or in a manner exhibiting wanton and
willful disregard of human rights, safety, or property.

17.2 Whenever a District employee is sued for action taken in the course of
duty, the District will provide legal defense through the lawyer supplied
by the District or its insurance carrier. In exceptional cases when a
claim for punitive damages has been made, the District will pay
reasonable fees for additional counsel selected by the employee and
the District when the Governing Board has approved the hiring of
additional counsel before the contract for hire is made. In no case will
the cost of additional legal counsel be paid by the District unless prior
approval is given as stated above, and in no case will the District pay
punitive damages, if levied.

ARTICLE 18
HEALTH AND SAFETY

18.1 The District agrees that it will conform to and comply with laws as to
safety and health properly required by federal, state, and local law.
The District and the Union will cooperate through the use of Safety
Committees in the continuing objective of eliminating accidents and
health hazards.

ARTICLE 19
BULLETIN BOARDS

19.1 The Union may, at its own expense, place a bulletin board in mutually agreed
upon non-public, employee work areas at each of the Library District’s
Branches and the Headquarters building. The bulletin boards may be no
larger than approximately three by four feet and will contain the following
notices only:
A. Notices of Union meetings
B. Notices of Union elections and results
C. Reports of Union committees
D. Notices of recreational and social affairs of the Union
E. Notices by public bodies
F. Other written material which has been approved by the Union and Management prior to posting

19.2 Prior to posting, materials described in 19.1 F. above, shall be signed by an elected officer of Local No. 3170 and submitted to the Library District Director or his/her designee for signature. The Library District Director of his/her designee shall be provided with a key to any bulletin board that has a lock. Any materials posted which are not in compliance with this Article may be removed at the discretion of the Library District, after notification to the Union.

19.3 No material, notices or announcements shall be posted which contain anything political or controversial, or anything reflecting negatively on the library District, any of its employees, or this Union.

ARTICLE 20

SEVERABILITY

20.1 Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provisions herein shall become inoperative or fail by reason of the invalidity or any other portion or provision.

ARTICLE 21

NAME BADGES

21.1 All employees will be issued an official Library District name badge. It shall be the sole responsibility of the employee to insure that the name badge is not defaced in any manner and to replace said badge if it is lost, misplaced, stolen or otherwise missing. Damaged name badges may be presented to Administration for replacement at no cost to the employee.
ARTICLE 22
DRUG FREE WORKPLACE
AND DRUG TESTING POLICY

The District and the Union agree that drug abuse is a significant public health problem in our society. Drug abuse in the workplace negatively affects individual job performance and undermines the public’s confidence in the Library District and the service we provide.

Both parties to this Agreement acknowledge the importance of establishing and maintaining a drug free workplace; and complying with all federal, state, and local regulations related to drug use, including the Federal Drug Free Workplace Act of 1988, the State Comprehensive Economic Development Act of 1990 and the Omnibus Transportation Employee Testing Act of 1991.

As used herein, “drug abuse” includes the use of illicit substances or misuse of controlled substances, alcohol, or other psychoactive drugs.

22.1 POLICY STATEMENT

The manufacture, use, possession or distribution of illicit or controlled substances during work hours is strictly prohibited. Employees are required to report to work in a fit condition for duty. Being under the influence of alcohol or illicit drugs during work hours, and being under the influence of legal drugs to the extent that normal faculties are significantly impaired on the job, is strictly prohibited. Employees who violate the Library District’s Drug Free Workplace Policy by failing a drug test or by being under the influence, using or distributing drugs on the job are subject to disciplinary action, including dismissal. Department or Branch Managers will contact local law enforcement officials to confiscate any suspected illegal drugs. If an employee is under medical treatment with a drug that could alter his/her ability to
do the job, he/she is required to report this drug use immediately to
his/her supervisor.

Drug abuse and alcoholism are recognized as illnesses or disorders,
and the District accepts responsibility for providing channels of help.
However, it is the employee's responsibility to seek such help. If an
employee seeks help on a voluntary basis with personal use of drugs
or alcohol, then confidentiality will be protected. However, if the
employee does not seek help and work performance or work conduct
problems come to the attention of the District, then disciplinary action
may result.

Any employee, who refuses to submit to a test for drugs or alcohol
pursuant to this policy, shall be presumed, in the absence of clear and
convincing evidence to the contrary, to be under the influence and may
forfeit eligibility for all workers’ compensation medical and indemnity
benefits and may be terminated or disciplined.

**22.2 CONFIDENTIALITY**

The provisions of Section 440.102(8), Florida Statutes, shall govern
the release of any information, interviews, reports, statements,
memoranda and drug and/or alcohol testing results received by the
District through this Drug Free Workplace and drug testing program.

**22.3 TYPES OF TESTING**

The District may conduct the following types of drug testing:

A. Reasonable suspicion – Drug testing based on a belief that an
employee is using or has used drugs and/or alcohol in violation
of this policy, drawn from specific objective and articulable facts
and reasonable inferences drawn from those facts in light of
experience.
Approval for such testing shall be authorized only by the Administrative Services Division Director in coordination with the Human Resources Director or their designees. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.

2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of drug or alcohol use, provided by a reliable and credible source.

4. Evidence that an individual has tampered with a drug or alcohol test during employee's employment with the District.

5. Information that an employee has caused, contributed to, or been involved in an accident while at work. The occurrence of an accident, while at work or working, in and of itself shall not constitute reasonable suspicion. However, individual circumstances of an accident, including, but not limited to the nature and extent of the employee's involvement in that accident, may be considered as one element of reasonable suspicion.

6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on District premises or while operating District vehicles, machinery or equipment.

If testing is conducted based on reasonable suspicion, the District will immediately document the circumstances that formed the basis of determination to warrant the testing. The
original documentation shall be kept confidential by the District pursuant to this policy and shall be retained for at least one (1) year. A copy of this documentation shall be given to the employee upon written request.

B. Follow-up — If an employee, in the course of employment, has a confirmed positive drug or alcohol test and subsequently accesses the Employee Assistance Program (EAP) for drug-related and/or alcohol-related problems or enters an alcohol and drug rehabilitation program, the District will require the employee to submit to a drug and/or alcohol test upon completion of the program as follow-up to such program, and on a quarterly basis, for two (2) years thereafter.

**22.4** DRUG TESTING PROCEDURE

All specimen collection and testing for drugs shall be conducted in accordance with Sections 440.102(5), (6), and (7), *Florida Statutes*.

A. The District may test for any or all of the following:

- Alcohol
- Amphetamines
- Cannabinoids
- Cocaine
- Phencyclidine
- Methaqualone
- Opiates
- Barbiturates
- Benzodiazepines
- Methadone
- Propoxyphene

B. Initial Test. The initial screen for all drugs shall use an immunoassay. The initial test for alcohol shall be an enzyme oxidation methodology. When first screening specimens, all
levels equal to or exceeding the following shall be reported as positive:

Alcohol 0.05g% (by blood)
Amphetamines 1000 ng/ml
Cannabinoids 50 ng/ml
Cocaine 300 ng/ml
Phencyclidine 25 ng/ml
Methaqualone 300 ng/ml
Opiates 300 ng/ml
Barbiturates 300 ng/ml
Benzodiazepines 300 ng/ml
Methadone 300 ng/ml
Propoxyphene 300 ng/ml

These levels will remain in effect until such time as they are revised by Federal Legislation or State Statute. All new levels will become effective on the date specified within the related legislation.

C. Confirmation Test. All specimens identified as positive on the initial tests shall be confirmed using a second test. A gas chromatography/mass spectrometry (GC/MS) test, or an equivalent or more accurate scientifically accepted method approved by the State or Federal government will be used for the confirmation test for narcotics. The confirmation test for alcohol will be gas chromatography. All confirmations shall be done by quantitative analysis. When confirming initial results, all levels equal to or exceeding the following shall be reported as positive:

Alcohol 0.05g% (by blood)
Amphetamines 500 ng/ml
Cannabinoids 15 ng/ml
Cocaine 150 ng/ml
Phencyclidine 25 ng/ml
Methaqualone 150 ng/ml
Opiates 300 ng/ml
Barbiturates 150 ng/ml
Benzodiazepines 150 ng/ml
Methadone 150 ng/ml
Propoxyphene 150 ng/ml

These levels will remain in effect until such time as they are revised by Federal Legislation or State Statute. All new levels will become effective on the date specified within the related legislation.

D. The laboratory shall report test results to a medical review officer (MRO) chosen by the District to act on its behalf. These results shall be reported within seven (7) working days after receipt of the specimen by the laboratory. The laboratory shall transmit results to the medical review officer (MRO) in a manner designed to ensure confidentiality of the information. All records pertaining to a given specimen shall be retained by the laboratory for a minimum of two (2) years, unless the District or the employee requests that records be retained for a longer period of time.

E. Within five (5) working days after receipt of a confirmed positive test result from the medical review officer (MRO), the Human Resources Office shall inform the employee in writing of such positive test result, the consequences of such result, and the options available to the employee. Notification shall be mailed via certified mail or hand-delivered. Absent extenuating circumstances, mailed notification shall be deemed received by the employee when signed for, or seven (7) calendar days after delivery, whichever occurs first. A copy of the test results will be provided to the employee with this notification.
22.5 **EMPLOYEE CHALLENGES AND OPTION TO RETEST**

Within five (5) working days after receiving notice of a confirmed positive test result from the Human Resources Office, the employee may submit information to the Human Resources Office explaining or contesting the test results and why the results do not constitute a violation of this program. The employee will be notified in writing if the explanation or challenge is unsatisfactory to the District. This notice will be hand-delivered or delivered via certified mail within fifteen (15) days of receipt of the employee’s explanation or challenge and will state why the employee’s explanation is unsatisfactory. All such documentation will be kept confidential and will be retained for at least one (1) year.

An employee may make a legal challenge pursuant to Statute or grieve employment decisions made pursuant to this program in accordance with Article 8. When an employee initiates the grievance process, it shall be the employee’s responsibility to notify the Human Resources Director and the laboratory in writing that such a grievance has been filed, reference the chain of custody specimen identification number and request that the sample be retained by the laboratory until final disposition of the grievance.

Retest: During the day period following the employee’s receipt of a positive test result, the employee may request that a portion of the original specimen be retested, at the employee’s expense. The retesting must be done at a State licensed or National Institute of Drug Abuse (NIDA) approved laboratory other than the original testing facility, and must be tested at equal or greater sensitivity for the drug in question as the first.
REHABILITATION

Any employee, who feels that he/she has an addiction to, dependence upon, or has developed a problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Employees may seek such assistance from the District sponsored Employee Assistance Program (EAP) or other community resources.

Rehabilitation is the responsibility of the employee. Any employee seeking medical attention for alcohol misuse or drug abuse will be entitled to benefits only to the extent specified under the District’s group health insurance program and employee assistance program (EAP). Employees required to be absent from the workplace while in treatment may request a medical leave of absence in accordance with Article 12. An employee shall be permitted to utilize all available accumulated paid leave before being placed in a leave without pay status.

Upon successful completion of the EAP or other treatment program, the employee shall be reinstated to the same or equivalent position that was held prior to such rehabilitation.

The District will not discharge, discipline or discriminate against an employee solely on the basis of any prior medical history revealed to the District pursuant to this policy.

The District will not dismiss, discipline or discriminate against an employee solely upon the voluntary seeking of treatment for an alcohol or drug problem. However, if the employee has previously tested positive for drug and/or alcohol use, entered an employee assistance program for drug-related and/or alcohol-related problems or entered
an alcohol or drug rehabilitation program while in the District’s employ, appropriate disciplinary action will be taken.

22.7 **VIOLATIONS AND CONTINUED EMPLOYMENT**

Employees who violate the District’s Drug Free Workplace Policy with a first time confirmed positive drug and/or alcohol test will be referred to the District EAP or other community alcohol and drug rehabilitation programs as appropriate. However, use of the EAP or other rehabilitation resources will not prevent the Library District from taking appropriate disciplinary actions for violations of other District policies. Employees referred to the EAP or other rehabilitation program as a result of a first violation will be allowed to continue employment with the District provided that:

1. They contact the EAP or other rehabilitation resources and strictly adhere to all terms of treatment and counseling prescribed; and
2. They immediately cease any and all abuse/use of alcohol or drugs; and
3. They consent in writing to periodic unannounced testing in accordance with Article 22.3.B of this contract for a period of up to two (2) years after returning to work or completion of any rehabilitation program, whichever is later; and
4. They pass all drug tests administered under this program; and
5. They execute and abide by an agreement describing the above stated conditions.

Failure to meet any of the above conditions, or the occurrence of a follow-up confirmed positive drug test will result in immediate dismissal from employment.

Employees terminated cannot re-apply for employment with the Library District for 180 days.
ARTICLE 23
WAGES

23.1 PAY FOR PERFORMANCE
Effective October 1, 2016, eligible employees covered by this Agreement will receive “Pay for Performance” increases, in the following amounts, based on the ratings received on their FY 17 annual performance review:

- One percent (1.0%) Exceeds
- Two percent (2.0%) Outstanding

This is a onetime pay for performance increase for Fiscal Year 2017. And after such, no promise of any future increase is made.

23.2 WAGES
Effective the first pay period commencing on or after October 1, 2016, employees covered by this agreement will receive an across the board increase of $.5118 per hour which will be applied to the hourly rate of pay. This increase will be applied retroactively to become effective the first pay period commencing on or after October 1. This is a onetime increase for Fiscal Year 2017 and after such, no promise of any future increase is made. The minimum and maximum amounts of the pay ranges assigned to each classification listed on Attachment “A” will be increased by $.5118 per hour effective the first day of the first pay period commencing on or after contract ratification.

ARTICLE 24
PENSION

24.1 Employees covered by this Agreement shall be covered by the Employer’s General Pension Plan. All employees hired on or after January 1, 2008, will be compulsory members of the Florida Retirement System (FRS) and will be subject to the policies, procedures, rules and benefits of that system. Employees hired prior to January 1, 2008 will be
given a one-time option to either remain in the Employer's General Pension Plan or enter FRS.

24.2 The remainder of this article (24.2 – 24.7) pertains to staff who elect to remain in the Employer's General Pension Plan. A change, or changes, in the Plan, the net effect of which would require a current or potential increase in the contribution rate or a benefit decrease, may be made by the Employer subject to the Union's right to demand impact bargaining prior to the effective date of such change.

24.3 A Cost of Living adjustment (COLA) to pension benefits for retirees will be provided beginning on October 1, 2001. The COLA will begin at retirement (as defined in A below) in an amount equal to the annual percentage increase in the Consumer Price Index (CPI) for the preceding year or 2.2%, whichever is less.

A. Retirement as it applies here has three (3) different scenarios.

(1) 20 Years of Service at any age: will immediately receive a COLA as depicted above; in addition to appropriate pension benefits.

(2) 15 Years of Service and age 55: will immediately receive a COLA as depicted above; in addition to appropriate pension benefits.

(3) If employee in the pension plan (either active or retired) is vested (5 Years of Service) and does not meet the criteria of (1) or (2) above, then that employee will receive a COLA, in addition to their appropriate pension benefits, at age 65.

24.4 If an actively employed vested member, or a terminated vested member, of the plan dies prior to his eligibility for early or normal retirement, an actuarially equivalent lump sum of his/her vested accrued benefit will be paid to his/her beneficiary. Member contributions must remain in the fund for the lump sum benefit to be paid.
Employee contribution to be 4% until such time as a different contribution rate is agreed upon.

Beginning effective October 1, 2009, in determining the possible adjustment in benefits to all retirees and beneficiaries who are receiving monthly benefits as of such date, changes in the cost-of-living as measured by the Consumer Price index for the one-year period ending on the preceding June 30 shall continue to be employed in such determination; provided, however, that in no event shall the annual cost-of-living adjustment be less than zero percent (0%) for a one-year period in which the change in the Consumer Price Index is a negative percent on June 30, In such a year, there shall be no adjustment in benefits to all retirees and beneficiaries who are receiving monthly benefits as of the following October 1.

The preceding terms of this Article 24 notwithstanding, any cost-of-living increase in the initial year of retirement shall be prorated in order to reflect the number of months from the retiree’s annuity starting date to the following October 1 when the cost-of-living adjustment is being determined.

ARTICLE 25
UNIFORMS

The District, during the term of this Agreement, will provide shirts to employees in the Facilities division who are required to wear a uniform. Issued worn uniform shirts will be worn only while on official District business or while coming to or going from the work site.

The District’s Facilities Manger will develop and maintain the internal operating procedures for the Facilities Uniform policy.
25.2 Employees have the option of placing the Uniform's logo on the shirts at the District's expense. The Union logo will be the same size, or no larger, than the Alachua County Library District logo.

ARTICLE 26
ENTIRE AGREEMENT

26.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

26.2 The District and the Union, for the duration of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, but may, upon mutual agreement of both the District and the Union, bargain collectively on any subject or matter not known or contemplated by either or both parties at the time that they negotiated this Agreement.

26.3 This Agreement shall be effective on October 1, 2016, after ratification by the membership of the bargaining unit and the Governing Board and shall remain in full force and effect up to and including September 30, 2019.

26.4 Reopener: The Library District and the Union agree to reopen Wages and, if desired, one additional article of their choice in 2017 and 2018, upon written notice to the other party of their intention to modify this agreement.

26.5 Should either party desire to terminate, change or modify this Agreement or any portion thereof, they shall notify the other party in writing prior to March 1, 2019.
Following the sending and receipt of the notices described above, the parties shall follow the procedures contained in the Florida Public Employee Relations Act toward the consummation of a new Agreement.
ATTACHMENT A

1. Accounting Clerk I
2. Application Software Specialist
3. Building Mechanic
4. Clerk Messenger
5. Fiscal Assistant
6. Graphics Designer
7. Hardware/Peripheral Technician
8. Librarian I
9. Librarian Supervisor
10. Library Assistant
11. Library Page
12. Library Services Supervisor
13. Library Specialist
14. Maintenance Worker
15. Network Technician
16. Outreach Library Specialist
17. Senior Building Mechanic
18. Senior Computer Operator
19. Senior Library Specialist
20. Senior Payroll Specialist
21. Staff Assistant I
22. Staff Assistant II
23. Support Technician
24. Volunteer Program Specialist
IN WITNESS WHEREOF, the parties hereunto set their hands this 10th day
of November, 2016.

THE ALACHUA COUNTY
LIBRARY DISTRICT,
ALACHUA COUNTY, FLORIDA

Lee Pinkson
Governing Board Chair

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

Robert Arnold
President, CWA Local No. 3170

Cara Caudill
Vice-President, CWA Local No. 3170

Kevin Kimber
CWA District Representative

ATTEST:

J. K. Irby
Clerk of the Circuit Court

APPROVED AS TO
FORM AND CORRECTNESS:

William S. Harbold
County Attorney

DISTRICT BARGAINING COMMITTEE:

Karen Gerding
Human Resources Director

Shaneey Livingstone
Library Director