

# HOME Of PELICAN ISLAND

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE

CITY OF SEBASTIAN

and

THE COASTAL FLORIDA PUBLIC EMPLOYEES ASSOCIATION

October I , 2013 - Septem ber 30, 2016

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###### AGREEMENT

Section I This Collective Bargaining Agreement ("Agreement") is entered into by the City of Sebastian, Florida ("City" or "Employer") and Coastal Florida Public Employees Association ("PEA"), and has as its purpose the promotion of harmonious relations between the City and PEA; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on the standards of wages, hours and other conditions of employment covered hereunder.

Section 2 Throughout this Agreement masculine gender pronoun shall be read to include feminine gender where appropriate.

**PREAMBLE**

Whereas, the intent and purpose of this Agreement is to maintain and further harmonious and cooperative labor management relations upon a constructive and sound foundation;

Whereas, the cornerstone of this foundation is the mutual acceptance and recognition of the rights and obligations of both parties, in order that the joint responsibilities of the public employer and public employee to represent the public be fulfilled and the order and uninterrupted functions of government be assured; and

Whereas, the City is engaged U!!di!!nishing essential public services vital to the health, safety, protection, and comfort of the residents ofSeliastian; and

Whereas, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of these services; and

Whereas, since both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility;

Now therefore, in consideration of the premises and promises set forth herein and the benefits and advantages accruing or expected to accrue to the parties hereto and those covered by this Agreement by reason thereof, and said parties hereby agree as follows:

#### ARTICLE !

**UNION RECOGNITION**

1.1: The City recognizes the PEA as being certified by the Florida Public Employees Relations Commission and as such is the sole and exclusive bargaining agent, for those full-time and part· time (excluding temponuy and seasonal employees) hourly employees working within the unit, for the purpose of negotiating matters of wages, hours and other terms and conditions of employment This list ofjob classifications may be amended from time to time.

#### POSffiON CLASSIFICATIONS

Account Clerk I Account Clerk II Administrative Aide Administrative Assistant

Administrative Secretary Administrative Supervisor Airport Operations Specialist III Benefits Specialist

Building Inspector I Building Inspector II Business License Specialist Cashier

Cemetery Supervisor Chief Building Inspector Clerical Assistant I Clerical Assistant II

Code Enforcement Officer Construction Inspector Construction Specialist Engineering Technician Environmental Specialist Evidence Property Technician Facilities Maintenance Supervisor Fleet Maintenance Supervisor Golf Course Attendant

Golf Course Cart Attendant

Golf Course Starter Ranger Head Cashier

Head Mechanic Human Resources Specialist

Maintenance Worker I Maintenance Worker II Maintenance Worker m Mechanic

Parks Foreman Parks Supervisor Payroll Specialist Permit Technician Planner

Plans Examiner Receptionist Records Clerk I Records Clerk II Records Specialist Records Supervisor

Recreation Supervisor Roads and Drainage Supervisor

Traffic Technician Zoning Technician

911 Emergency Dispatch Supervisors 911 Emergency Dispatch Technicians

###### ARTICLE 2

**MANAGEMENT RIGHTS**

2.1: The management of the City and the direction of the workforce are vested exclusively in the City subject to the terms of this agreement. Nothing in this Agreement shall affect the right of the City to determine the standards of service offered the public; to maintain the efficiency of the City's operations; to determine the methods, means and personnel by which the City's operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to discipline, suspend or discharge employees forjust cause and to relieve employees from duty because of lack of work; or to take any action, not inconsistent with the express provisions of this Agreement, necessary to cany out the mission of the City. All matters not expressly covered by the language of this agreement may be administered for *its* duration by the City in accordance with such policy or procedure as the City from time to time may determine.

#### ARTICLE 3

**BARGAINING UNIT REPRESENTATION**

* 1. : The PEA, upon the presentation of Application for Membership form (Appendix B) dues deduction, duly executed by the individual employees covered by this Agreement, shall be entitled to have such employees' membership dues deducted from their paychecks on a bi-weekly (twenty six (26) times per year) basis and remitted to the PEA. As assignment of wages/dues deduction may be canceled by the employee on thirty (30) days written notice to the City and to the PEA.
  2. : The City agrees to provide suitable bulletin board space on existing or new bulletin boards in convenient places for posting of official PEA notices. The parties agree that the usage of such bulletin boards will be to promote Employee-Employer relations, as well as keep the members of the PEA informed of its representation activities. All notices shall be signed by a duly authori7.ed PEA representative. Any other notices, including any notices containing information other than purpose, date, time and place, may be posted on the designated PEA bulletin board only with the approval of the Employer.
  3. : The City will permit the PEA to maintain an official mailbox at various work sites. The mailboxes will be provided by the PEA. Mail delivered to these mailboxes will be delivered unopened.
  4. : The City will allow the PEA a reasonable opportunity to meet with new employees covered by the agreement at the conclusion of new employee orientation for the purpose of briefing the employee on this Agreement and the Bargaining Unit's programs and benefits.

**ARTICLE 4 DUES DEDUCl'ION**

* 1. : Upon receipt of a stipulated lawfully executed Assignment of Wages/Dues Deduction form, from an employee, the Employer agrees to deduct the regular dues of the PEA from the employee's pay semi-monthly. Such dues will be remitted monthly to the home office of the PEA Bargaining Unit. The PEA agrees to notify the Employer, in writing, at least thirty (30) days prior to the effective date of any changes in the regular dues structure.
  2. : Revocation of dues will be processed through the PEA, but in the event of direct revocation, the PEA will be notified as soon as is practicable.
  3. : The PEA agrees to indemnify and hold harmless the Employer, its agents, employees and officials from and against any claims, demands, damages or causes of action (including, but not limited to, claims, etc., based upon clerical or accounting errors caused by negligence,) of any nature whatsoever, asserted by any person, firm or entity, based upon or related to payroll deduction of PEA dues. The PEA agrees to defend, at its sole expense, any such claims against the Employer or its agents, employees, and officials. The term "official" as used herein includes elected and appointed officials.
  4. : Nothing contained herein shall require the Employer to deduct or to otherwise be involved in the collection of delinquent dues, fines, penalties, or special assessments of the PEA.

1. S: An assignment of Wages/Dues deduction may be canceled by the employee upon thirty- (30) day's written notice to both the City and the PEA.

#### ARTICLE S

**RIGHTSOF EMPLOYEES**

* 1. : The City and PEA agree that bargaining unit members possess the rights set forth in Section 447.301, Florida Statutes, and are entitled to exen:ise these rights without interference, restraint, or coen:ion from any person, including PEA representation in any discussion between the employee and representatives of the City in which the employee has reasonable grounds to fear that the interview is investigatory and may result in disciplinary action being taken against the employee.
  2. : PEA members are entitled to be represented by the PEA in grievances arising under this Agreement. They may also bring matters ofindividual concern not covered by this Agreement to the attention of City officials.

#### ARTICLE 6 NO STRIKE

* 1. : For purposes of this Article, "strike" is defined as 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 any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement.
  2. : The PEA recognizes that strikes by public employees are prohibited by Article I, Section 6, of the Florida Constitution and Section 447.505, Florida Statutes. The PEA agrees not to authorize, instigate, or otherwise support a strike, as defined in Section 6.1 above.
  3. : The PEA recognizes that it - and all acting in concert with it •• shall be liable to the penalties set

forth in Section 447.507, Florida Statutes, in the event of a strike in violation of this Article.

* 1. : The PEA agrees that there shall be no strikes in accordance with Article I, Section 6 of the Florida Constitution and Section 447.505, Florida Statues. Inthe event of a strike, slow up, work stoppage, or interruption due to informational pickets, the PEA shall promptly and publicly disavow such unauthori:zed conduct and to take all affirmative action legally available to prevent or terminate any strike which occurs in contravention of this commitment
  2. : For the purpose of this Agreement, informational pickets shall be allowed. Informational pickets shall not stop or discourage City employees from normal business. Informational pickets shall not encourage any type of act that would violate local ordinances, city, state or federal law, e.g., honking of horns, etc.

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### ARTICLE 7

#### HOURS OF WORK AND OVERTIME

* 1. : Basic Work Week:
     1. The basic work week for regular full-time employees shall ordinarily consist of forty (40) hours per week, starting at 12:0I a.m. Sunday and ending at 12:00 midnight Saturday, unless otherwise specified or scheduled by the Department Head to meet particular requirements of an individual department.
     2. The basic workweek for regular part-time employees shall consist of those hours they are

required to work by their Department Head or his designee.

* + 1. Meal periods shall not be considered time worked.
    2. Bargaining unit members will be entitled to a one (I) hour meal break, which will be taken at the discretion of their immediate supervisor. Bargaining unit members will also be entitled to two (2) paid fifteen (IS) minute work breaks one in the morning and one in the afternoon. Bargaining unit members will be paid for an eight (8) hour day. Inorder to be entitled to the 30 minute paid lunch, the employee must have worked four and a half (4.S) hours of their shift.

Hours of Operation

* + - 1. Administrative bargaining unit member' s hours of work are from 8:00 a.m. to 4:30 p.m. Monday through Friday.
  1. Non-administrative bargaining unit member' shours of work are from 7:00 a.m. to 3:30 p.m.
  2. The hours of operation for both Administrative and Non-administrative bargaining unit members may be changed from time to time at the discretion of the Department Head.
     1. The two fifteen (IS) minute work breaks will not be taken immediately before and/or immediately after the meal break, and it must be used or lost. It cannot be used to make up for late arrival or for leaving work early.
     2. The City will make a good faith effort to fmd work for employees who want to continue working when adverse weather conditions do not permit outside work. If no work is available, and based on the employee's job description, employees may use accrued vacation, personal, or compensatory time, (if earned) to leave work for the remainder of the day.
  3. : Communications Division:
     1. Fourteen (14) days shall constitute a normal work period for the communications Division of the Police Department, starting at 12:01 a.m. Sunday and ending at 12:00

midnight on Saturday fourteen days later. Such unit members shall be entitled to one

(30) minute meal break and two (2) fifteen (IS) minute paid breaks per each eight (8) hour shift, to be taken at the discretion of their immediate supervisor. However, if the bargaining unit member works a twelve (12) hour shift, they are entitled to one {I) thirty

(30) minute meal break and three (3) fifteen (IS) minute paid breaks.

* + 1. Hours worked in excess of eighty (80) hours in a fourteen (14) day work period shall be compensated at the rate of time and one-half (I ) of the bargaining unit member' s regular.hourly wage.
  1. : Overtime:
     1. Overtime will be authorized only when it is in the interest of the Employer and is the most practicable and economical way of meeting workloads or deadlines.
     2. All authorized and approved time worked in excess of forty (40) hours in any one workweek is considered overtime worked and shall be either paid at the rate of one and one-half (I ) times the hourly rate of the employee, or by compensatory time off at the rate of one and one-half (l-1/2) hours for each hour worked over forty (40) hours.
     3. For the purpose of overtime computation, time spent by a bargaining unit member on any approved leave with pay (excluding compensatory time) will be considered as time worked. Emergency closure hours will be considered time worked for the purpose of computing overtime.

I. Bargaining unit members who work overtime during a forty- (40) hour week and use sick leave time within that forty-hour week will be eligible for overtime pay. The employee requesting compensatory time and having used sick leave during the forty·

(40) hour workweek will earn the compensatory time at the rate of one and one-half (1-) times the hourly rate of the employee.

* + 1. I. Ifa bargaining unit member has accrued earned overtime, he or she may elect, with the approval of the Department Head, to use compensatoiy time off rather than be paid for the overtime.

1. A bargaining unit member may accrue up to a maximum of one hundred twenty (120) hours of compensatory time in any Fiscal Year of which eighty (80) hours may be carried over from year to year. All\_compensatory time in excess of eighty (80) hours up to one hundred twenty (120) hours must be used in the same Fiscal Year it is earned (and by September 30th) or the remaining balance of unused compensatory time up to forty (40) hours will be converted to the bargaining unit members current hourly rate of pay and added to their first pay check in October. At the bargaining unit member's option they may request pay-out for all accrued compensatory time up to one hundred-twenty (120) hours earned in any fiscal year. Accrued compensatory time will be converted to the bargaining unit member' s current hourly rate of pay and added to their first pay check in October. Written request for payout for all or partial accrued compensatory time must be submitted by the first week in September of each f1SCal year.
2. Bargaining unit member' s wishing to use accrued compensatory time off must follow the same procedures as an employee wishing to take vacation time. In any situation,

the bargaining unit member must receive prior approval to use compensatory time off except in emergency situations. The bargaining unit member' s Department Head shall attempt to accommodate the desires of the employee as to the time off desired, work schedule and conditions permitting.

* + 1. No bargaining unit member will be placed in a leave without pay status during the basic workweek in order to deprive him or her of the right to earn compensable overtime. Upon approval of the Department Head, employees may elect to flex their hours in excess of 40 hours within the same seven-day workweek.
    2. Bargaining unit members shall be required to work overtime when assigned unless excused by the Deparbnent Head. Any bargaining unit member who desires to be excused from an overtime assignment shall submit to their Department Head a written request to be excused. In the event that the Department Head cannot schedule a suitable overtime work force from the complement of employees who have not requested relief from overtime, employees who have approved written relief requests on file will also be required to work overtime.
    3. If a bargaining unit member leaves the service of the City s/he will be paid for all accrued compensatory time at the bargaining unit member' s current hourly rate of pay to a maximum of one hundred twenty (120) hours if earned and not used in any one fiscal year.
  1. : Call-Out

When a bargaining unit member is called back to work after his or her normal workday, he or she shall receive a minimum of two (2) hours pay at the overtime rate. When a bargaining unit member is assigned to attend a scheduled City meeting to perform work after his/her normal work day, the bargaining unit member shall be entitled to a minimum of one {I} hour pay at the overtime rate, if applicable, and shift differential if appropriate. Travel time shall be included as time worked. Hours in excess of forty (40) hours per week will be paid at the rate of time and one-half (I Yz) the bargaining unit members regular hourly rate of pay.

1. S: Shift Differential

Any bargaining unit member who works either regularly scheduled hours or overtime hours that fall between 7 P.M. and 7 A.M. shall be entitled to a shift differential equal to five percent (S%) of their regular hourly rate of pay for each hour worked. The bargaining unit member must work a minimum of three (3) hours during the established hours set above before they will be entitled to receive shift differential. Any bargaining unit member who works less than three (3) hours will not receive shift differential for those hours worked.

7.6: The City will pay bargaining unit members the Florida State Statutes Meal Allowance for those members assigned a regular shift, who have completed their shift, and who have to cover a full additional shift when staff has a shortage and it was unexpected.

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#### ARTICLE S

**SENIORITY/LAYOFF/RECALL**

* 1. : Definitions:
     1. City seniority is the total cumulative length of uninterrupted regular full-time or regular part-time employment of a bargaining unit member by the Employer, measured from the most recent date of regular employment by the Employer, except as provided in Section
  2. below.

1. Classification seniority is the length of regular full-time or regular part-time service by a bargaining unit member in ajob classification.
2. City seniority shall apply for the purposes of layoff, vacation computation, service awards, or other matters based upon length of service.
   1. : Accrual of Seniority:
      1. Employees shall be placed in a probationary status for the first six (6) months of employment in any job classification. Probationary employees accrue no classification seniority until they become permanent regular employees, whereupon their classification seniority shall begin from the date of entry into the classification. An employee who has completed his or her initial probationary period shall continue to accrue City seniority notwithstanding subsequent probationary period(s) resulting from promotion to a different job classification.
      2. Any bargaining unit member who is on an unpaid leave of absence shall not accrue, nor shall they lose, seniority. Seniority accrual shall begin on the first day of the members return to work.
   2. : Loss of Seniority:

Bargaining unit members shall lose City and classification seniority only as a result of:

* + 1. voluntary resignation;
    2. retirement;
    3. discharge;
    4. layoff for a period exceeding twelve months;
    5. absence from work without authorization;
    6. failure to return from military leave within the time limit prescribed by law;
    7. approved leave of absence without pay of one ( I) year or more. 8.4: Work Force Adjustment and Lay-off:

1. When work force adjustment becomes necessary due to lack of work, shortage of funds,

discontinuance of operations, or the subcontracting out of City services, the Employer may lay-off employees. The PEA and the affected bargaining unit member(s) shall be notified in writing not less than sixty 60 calendar days prior to the effective date of such lay-off.

1. If the City fails to provide the employee(s) with a sixty- (60) day written notice of lay­ off, the City will pay the employee(s) the equivalent of twenty (20) days of pay. Such payment will be paid in two (2) bi-weekly· increments.
2. The duties perfonned by any laid off bargaining unit member may be reassigned to other bargaining unit members already working who hold positions in appropriate classifications.
3. No regular full-time bargaining unit member shall be laid-off while a probationary, part­ time, or temporary employee remains employed in the samejob classification.
4. Pennanent, regular full-time bargaining unit members who receive a notice of lay-off shall have the right, in accordance with their seniority, to transfer or downgrade (commonly known as "bumping") or to take the lay-off. Bumping shall only be pennitted in the event of lay-off, in accordance with the following procedures:
   1. Affected bargaining unit members shall have five (5) calendar days, from the date they are notified by management of the lay-off, to notify management whether they desire to bump or take the lay-off.
5. Management shall identify the position that may be bumped within five (5) calendar days and explain the options to the affected bargaining unit member(s). Position classifications that are available for bumping will only be for the same grade or less than the bargaining unit member's current position. If the bargaining unit member possesses the minimum qualifications for that position, and has greater City seniority than the present occupant of that position, the bumping shall take effect within five (5) calendar days from the date of the notification. Ifotherwise eligible, the bumped bargaining unit member may then proceed himself in accordance with Section 8.4 (d) of this article. In no event will a bargaining unit member bump another member in a higher classification.
6. In the event that two or more affected bargaining unit members have the exact same citywide seniority, the bargaining unit member with the least classification seniority will be laid off first If both bargaining unit members have equal seniority, the bargaining unit member who applied for the position first will retain the position. This will be determined by the time/date stamp issued by Administrative Services on the employment application when it was fust received.
7. A bargaining unit member bumping to a different job classification shall be placed in a probationary period of six (6) months. If,in the opinion of the City, the bargaining unit member cannot satisfactorily perform the duties of the position to which the member has bumped, the bargaining unit member will be laid off.
8. A bargaining unit member bumping to a job classification which is lower than their present job classification will take a 3% per Grade not to exceed nine (9%) percent reduction in pay and be placed on the pay scale to the closest step in the

new job range. In no case will a bargaining unit member be paid more than the maximum rate of the lower classification.

(t) Probationary employees shall have no bumping rights. An employee who is in a probationary status as of the date of notice of the lay-off, but who has previously achieved permanent status in a lower job classification, may revert to such lower classification for the purpose of exercising bumping rights. If the employee reverts to the lower classification, their pay is adjusted to the pay they previously held prior to the

promotion.

1. Regular part-time employees may only bump other part-time employees.
2. Exempt employees cannot bump into the bargaining unit unless they held a bargaining unit position within the past I year.
   1. : Recall:
      1. Recall of laid-off bargaining unit members shall be made in accordance with City seniority. Initial contact shall be made by phone. Ifno response is obtained, a certified letter, return receipt requested, to the bargaining unit member's last known address, shall be mailed. Laid-off bargaining unit members who desire *to* be recalled shall keep the Employer continuously informed of their current mailing address, or lose their recall

rights.

* + 1. Within three (3) working days after receipt of a notice of recall, recalled bargaining unit members who desire to retum *to* work must notify the Employer and advise that they intend to retum to work, or they will lose their recall rights. Recalled bargaining unit members must return to work fit for duty within ten (10) working days of the receipt of a

recall notice, or they will lose their recall rights.

* + 1. Bargaining unit members who are laid-off will be available for recall for I year for any position in the same or lower pay grade.

### ARTICLE 9

#### MISCELLANEOUS PAID LEAVE

* 1. : Bereavement Leave:
     1. With the approval of the Department Head, paid bereavement leave, not to exceed five

(S) consecutive working days (forty 40 hours), may be granted to a regular full-time or (twenty 20) hours for regular part-time bargaining unit member in the event of a death in the bargaining unit member's immediate family. For purposes of this provision, a "bargaining unit member' s immediate family" is defmed as the member's spouse, parent, step parent, child, step child, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, or any relative who is domiciled in the member' s household. Funeral leave shall not be charged to annual leave, personal leave, and sick leave or to compensatory time. Any absence in excess of five (S) days or forty (40) consecutive hours, in connection with approved funeral leave, will be charged at the bargaining unit member' s discretion to accrued compensatory time, annual leave, sick leave, personal leave or, if no leave is accrued, to leave without pay. Said paid leave time shall be taken by the bargaining unit member within 14 calendar days. Within thirty- (30) calendar days from the date the bargaining unit member returns to work from a death in the family, the bargaining unit member will file a copy of the death certificate of the deceased. Said death certificate will be attached to a leave request fonn and forwarded to the Department of Administrative Services for processing. Failure to produce a death certificate will result in the bargaining unit member reimbursing the City for any paid leave taken under this Article.Any bargaining unit member found to have falsified his or her application to use this time will be disciplined up to and including dismissal. It is understood that under certain circumstances the bargaining unit member will be unable to obtain a death certifJCate. In this event, in lieu of a death certificate, the bargaining unit member shall submit a newspaper account showing the death and the relationship of the deceased to the bargaining unit member and/or other appropriate criteria as deemed appropriate by the Administrative Services Director.

* + 1. For non-immediate family, bargaining unit members have the option to use accrued annual leave, compensatory time or personal leave, for the attendance of funerals. Bargaining unit members will supply their supervisor with written notification for this request in as timely manner as possible. The supervisor will make every effort to comply with the provision of this section. In the event that the bargaining unit member does not have any accrued annual, compensatory, or personal leave they may request to use sick leave.
  1. : Court Leave/Jury Duty:
     1. Bargaining unit members attending court, as a witness on behalf of the City, any other public jurisdiction or for jury duty during their nonnal working hours shall receive leave with pay for the hours they attend court. The City of Sebastian Travel Policy will be used for travel expenses, excludingjury duty.
     2. All bargaining unit members subpoenaed to attend court for work related reasons are eligible for leave with pay. Those bargaining unit members who become plaintiffs or defendants are not eligible for leave with pay, unless .the court appearance is a direct result of their employment.
     3. Bargaining unit members who attend court or jury duty for only a portion of a regularly scheduled work day shall report to their supervisor when excused or released by the court.
     4. Bargaining unit members required to attend court or jury duty while on a scheduled vacation may be allowed to take court leave/jury duty instead of vacation leave for such period; provided the court attendance meets the requirements of this section.
     5. Bargaining unit members who seek to be excused from duty under this section shall present official notice of their subpoena or jury duty notice to their supervisor at least twenty-four (24) hours in advance of the scheduled time unless the bargaining unit member actually receives less than twenty-four (24) hours advance notic. Bargaining unit members who are required to be absent for either reason shall submit documentation to the Employer showing all days or hours of court leave/jury duty upon return to work.
     6. Consistent with existing City policy, the bargaining unit member shall remit to the Employer any and all compensation received for court leave/jury duty, excluding payment for travel and meals.
  2. : Conference Leave;

The Employer may grant conference leave with pay, together with necessary travel expenses, for bargaining unit members to attend conferences, schools, and similar events designed to improve their efficiency, if considered to be in the best interest of the Employer. All leave and expenses will be recommended by the Department Head subject to approval of the City Manager.

* 1. : City agrees to grant request for leave of absence with or without pay in accordance with the Family and Medical Leave Act (FMLA) and City Policy.
  2. : Military Leave

The existing current City Policy pertaining to Military Leave will be followed for this Article.

* 1. : Leave Without Pay
     1. The decision to grant a leave without pay (leave of absence) is a matter of management discretion. It shall be incumbent upon each Department Head to weigh and to determine each case on its own merits, including time off for PEA business.
     2. A bargaining unit member may be granted a leave of absence without pay for a period not to exceed one (1)year for sickness, disability, or other good and sufficient reasons, which are considered to be in the best interests of the City.

( I ) Such leave shall require the prior approval of the Department Head and the City Manager or his designee. Before such leave of absence will be granted, the

bargaining unit member must exhaust all accrued vacation, compensatory and, if appropriate, sick leave.

1. Voluntary separation from City employment, to accept employment outside of the service of the City, shall be considered an insufficient reason for approval of a request for leave of absence without pay.
2. If for any reason a leave of absence without pay is given, the leave of absence may subsequently be withdrawn by the City Manager, and the bargaining unit member recalled to service.
3. A bargaining unit member granted a medical leave of absence must submit a written Doctor's note stating the length of time they will be out of work. In addition, the bargaining unit member must keep the Administrative Services Department advised of his or her current address at all times. A copy of this written status report will be forwarded to the City Manager. If a Doctor's note is not submitted, the bargaining unit member will be considered as on an unauthorized leave of absence and appropriate disciplinary action shall be taken. The bargaining unit member will be carried in a no pay status for all days that they are absent without medical authorization.
4. A bargaining unit member who obtains either part-time or full-time employment elsewhere while on an authorized leave of absence is required to notify his Department Head in writing within three {3) days of the acceptance of such employment or they will be terminated from City employment
5. Failure to comply with the notification requirements will result in the bargaining unit member being dropped from leave of absence status, in which case he/she must return to duty or be dismissed.
6. At least two (2) weeks prior to the expiration of the leave of absence, the bargaining unit member must contact the Administrative Services Department in order to facilitate the reinstatement process.
7. Failure by a bargaining unit member to return to work at the expiration of a leave of absence shall result in immediate dismissal from employment with the City.
   * 1. Under no circumstances shall the City contribute any funds towards the CWA/ITU pension plan while the bargaining unit member is on an unpaid leave of absence. During the time the bargaining unit member is on leave without pay, the member will not accrue neither sick nor annual leave and accrual of seniority is suspended until they return to regular duty.
     2. A bargaining unit member on an approved leave of absence may continue to participate in the group health insurance plan, provided that all necessary premium payments are made by the bargaining unit member. It is the bargaining unit member's responsibility to keep premium payments current
        1. The insurance premium payment must be made by the 20th of the preceding

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month in which the payment is due. Ifthe payment is not made by the 20th of the preceding month in which it is due, coverage will be canceled as of the beginning of the delinquent period.

(2) Ifcoverage is canceled during an approved leave of absence, it may be reinstated upon the bargaining unit member's return to active duty consistent with the plan's requirements.

* 1. : Eligibility:

Only regular full-time and regular part-time bargaining unit members are eligible for the miscellaneous paid leaves provided by this Article. All such benefits are personal to the bargaining unit member and shall not be transferable.

* 1. : Personal Leave
     1. Each regular full-time bargaining unit member shall be entitled to three (3) days of personal leave per year. Such leave is subject to Department Head approval. Probationary employees (new hires) will not be entitled to use Personal leave time until they have completed their six (6) month probationary period.
     2. All regular part-time employees shall receive three (3) days of personal leave per year. Personal leave days will be computed at one-half the rate of a regular full-time employee or four (4) hours. Such leave is subject to Department Head approval.

Eligibility:

I. Temporary and seasonal employees are not eligible for personal leave.

* 1. Part-time employees working less than forty - (40) hours per pay period are not eligible for leave benefits.
  2. Bargaining unit members must accumulate at least forty (40) working hours

during the fiscal year to be entitled to Personal Leave. Working hours are determined by time actually present, on City time, including all paid meal and break periods.

* + 1. Personal leave may be used in fifteen (15) minute increments.
    2. Personal leave requires advance written request, except in emergency situations.

### ARTICLE lO SICK LEAVE

* 1. : Eligibility/Accrual of Sick Leave:
     1. Only regular full-time and part-time employees are eligible to accrue sick leave. Regular full-time employees will accrue sick leave at the rate of ninety-six (96) hours per calendar year or 3.692 hours per pay period. Regular part-time employees will accrue sick leave at the rate of forty-eight (48) hours per calendar year or 1.846 hours per pay period. Sick leave will accrue bi-weekly over twenty-six (26) pay periods. Part-time employees will accrue sick leave based on a forty- (40) hour pay period. This is at one-half the accrual rate of a full-time employee. Part-time employees working less than a forty- (40) hour pay period are not eligible to accrue sick leave benefits.

Eligibility:

I Temporary and seasonal employees are not eligible for sick leave benefits.

2. New employees start to earn sick leave from their date of hire. 10.2: Request for Sick Leave:

1. Any bargaining unit member who is incapacitated and unable to work shall notify his/her

immediate supervisor or designee within one (I) hour prior to his/her scheduled reporting time, except in an emergency situation. The bargaining unit member shall state.the nature of his/her incapacitation, its expected duration, and the expected period of absence. The bargaining unit member shall repeat this procedure each day he/she is unable to report for work, unless excused by the Department Head.

* + 1. If a bargaining unit member is absent from work in excess of three (3) consecutive days due to an illness, the member may be required to submit a doctor's note to the Department Head, or his/her designee, attesting to the employees ability to return to work with or without restrictions.

I 0.3: Use of Sick Leave:

1. Sick leave may be used for the following purposes:
   1. employee ill health or;
2. medical, dental, or optical treatment required during working hours;
3. quarantine due to exposure to infectious disease;
4. employee ill health while on annual leave;
5. in connection with Workers' Compensation;
6. for death in employee's immediate family; and
7. illness of an immediate family member requiring the employee to remain at home.
8. Whenever it appears that a bargaining unit member abuses sick leave, such as when a member consistently uses sick leave immediately upon its being accrued or before and after holidays or weekends, the member shall be required to furnish a doctor's note

verifying that the member was medically unable to report to work on those days. Failure to provide such notice will result in no pay for the day (s) in question.

1. Sick leave may be used for absences due to illness or injury sustained while engaged in outside employment.
2. Bargaining unit members may not use sick leave during their first sixty- (60) days of employment. If an employee resigns or is otherwise terminated during the first six (6) months probationary period, he/she will reimburse the City for all sick leave used by deducting the cash equivalent of hours used from his/her final pay check,
3. Upon separation from employment in good standing (resignation or retirement with a two-week notice or medical separation), a bargaining unit member is eligi"ble to be paid for a percentage of his/her accrued balance of sick leave up to a maximum of 600 hours. The percentage is as follows:

Ifseparated before completing first year I - *S* completed years of service

6 years to IO completed years of service 11 years to 20 completed years of service Over 20 years of completed service ·

- 0%

- 25%

*- SO%*

- 75%

-100%

Bargaining unit members hired on or after October I, 2011 shall not be eligible for the provisions of Article I0.3(e).

1. Every bargaining unit member entitled to sick leave benefits and who has been employed for one (I) full fiscal year and who does not take sick leave during a fiscal year (October Isl through September 30th) shall be given one (I) day's pay to be added to their paycheck during the ftrst full pay period in December. Such bargaining unit member shall also be given his/her birthday off with pay, subject to the individual departments work schedule. If work requirements do not reasonably permit the bargaining unit member to take time off from work on his/her birthday, or if the birthday falls on a holiday or a regular day off, some other mutually agreed upon day near the bargaining unit member's birthday may be taken off with pay.
2. Once a bargaining unit member accrues 320 hours of sick leave they may at their option convert fifty (SOOA,) percent of any unused accrued sick leave in excess of 320 hours to annual leave as of September 30 of each fiscal year. Bargaining unit members, who elect not to convert their sick leave, will retain their sick leave benefit as currently provided in the contract. If the bargaining unit member is at the maximum vacation accrual as of September 30 of each fiscal year, the sick conversion process cannot be allowed.

#### ARTICLE ll

ANNUAL LEAVE

* 1. : Eligibility:

Only regular full-time and regular part-time bargaining unit members are eligible to accrue paid annual leave. Probationary employees will be allowed to use accrued annual leave at the approval and discretion of their immediate Department Head or his/her designee. Temporary or seasonal employees are not eligible for the accrual of annual leave.

* 1. : Rate of Accrual:
     1. Annual leave is earned on a pro-rata basis. The bi-weekly pay period is divided over twenty-six (26) pay periods. Full-time employees will accrue annual leave based on their years of service with the agency. The accrual rate for regular part-time employees will be at one-half the accrual rate of a regular full-time employee with the same number of years of service. Part-time employees who work a minimum of forty • (40) hours per pay period will accrue annual leave. (see rate schedule below). To clarify the rate at which an employee accrues annual leave the following tables will be used.

Eligibility:

1. Temporary and seasonal employees are not eligible for annual leave benefits.
2. Part-time employees working less than a forty- (40) hour pay period are not eligible for annual leave benefits.

Table #):

Full Time Employees

Length of Service

IYear but less than *5* Years

*5* Years but less than IO Years 10Years but less than 15 Years 15 Years but less than 20 Years 20 Years and over

Table #2

Part-Time Employees

Length of Service

I Year but less than *5* years

*5* Years but less than IO Years IO Years but less than 20Years 20 Years and over

Bi-weekly

Accrual Rate

3.077 hours

4.615 hours

6.15 hours

6.92 hours

7.69 hours

Bi-weekly Accrual Rate

1.54 hours

2.31 hours

3.07 hours

3.85 hours

21

Annual Leave

Hours Earned

80 hours (10 working days) 120 hours (IS working days) 160 hours (20 working days) 180 hours (22.S working days) 200 hours (25 working days)

Annual Leave Hours Earned 40 hours

60 hours

80 hours JOO hours

* 1. : Request for Annual Leave
     1. A request for annual leave shall be submitted, in writing, to the bargaining unit member's Department Head.
     2. A request for leave shall not be granted if the bargaining unit member has no accrued balance of annual leave.
     3. The minimum charge against the accrued annual leave balance is fifteen (15) minutes. Fifteen (15) minutes shall be deducted from a bargaining unit member's accrued leave balance for each minute hour, or part thereof that a bargaining unit member is actually absent from his/her duty station.
     4. Annual leave may not be taken in advance of its approval by the Department Head. Inan emergency situation accrued annual leave may be used only with the approval of the bargaining unit member's department head or designee.
     5. Except under unusual circumstances, Department Heads shall approve or disapprove a written leave request within five (5) working days after receipt of said request.
     6. Annual leave shall not be used in advance of its being earned. 11.4: Use of Annual Leave:

1. Annual leave may be used for the following purposes:
   1. vacation;
   2. absences from duty for transaction of personal business, which cannot be conducted outside of working hours;
   3. religious holidays not designated as official holidays;
   4. medical leave ifsick leave balance has been exhausted; and

(S) any other absences not covered by existing leave provisions, at the

discretion of the Employer.

1. Any bargaining unit member who becomes ill while on annual leave may substitute accrued sick leave for annual leave for the period of illness. The bargaining unit member must submit a written request to the appropriate Department Head along with, medical certification from the attending physician as to the nature and duration of the illness.
2. Bargaining unit members will not be allowed to carry over from one fiscal year to the next more than two (2) years• worth of accrued annual leave. If during the year the bargaining unit member accrues more than two (2) years' worth of annual leave, they will have until the last full payroll period in the f1SCal year to bring their time balances down to the two (2) year maximum. If the bargaining unit member does not bring the time balance down to the two (2) year maximum by the last full payroll period of each fiscal year, they will forfeit all hours in excess of the two (2) year maximum canyover. Annual leave will continue to accrue beyond the limitations set forth above when a Department Head fails to grant annual leave when requested in writing by an employee under the provisions of this article. Proper documentation signed by the bargaining unit member's department head will be forwarded to the Administrative Services Department where it will be kept on file indicating the reasons for not granting the requested leave.
3. When a bargaining unit is out of work on approved annual leave and is called to work during their nonnally scheduled working hours, their leave banks will only be reduced by the number of hours they were off work. The bargaining unit member' s rate of pay for hours worked will be the overtime rate of I . If the bargaining unit member works beyond the nonnally scheduled hours, then overtime provisions will apply for those hours. At no time will a bargaining unit member earn time and one half for call back during the normally scheduled hours, then another time and half (for a total of 3 xs) for working over 40 hours in the work week.

11.5: Separatjon from Employment:

Upon retirement, resignation, or other separation from City service, all regular full-time or regular part-time bargaining unit members shall be entitled to be paid for all of his/her unused accrued balance of annual leave at the rate of pay received by the bargaining unit member on his/her date of separation.

Bargaining unit members hired on or after October I, 2011 shall not be eligible for the provisions of Section 11.5.

### ARTICLE 12

#### GRJEVANCE PROCEDURE

* 1. : The procedure set forth in this Article shall be the exclusive method for resolving PEA and employee grievances. Grievances are defined as disputes concerning the interpretation or application by the Employer of the terms of this Agreement. Oral reprimands are not grievable except those placed in the member's personnel file.
  2. : Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis at the immediate supervisor level. The Employer and PEA agree that every effort will be made by management and by the grievant, or grievants, to settle grievances at the lowest level possible.
  3. : General Provisions:

(a} All references to days in this procedure are to calendar days. If the last day of any applicable time period is a Saturday, Sunday or holiday, the deadline is automatically extended to the close of business of the next working day. The time limits specified in this Article may be extended by mutual agreement in writing of the parties.

(b) Time is of the essence in this procedure. Although any time limit may be extended by mutual written agreement of the grievant or the PEA and the Employer, the failure of the grievant or the PEA to observe the applicable time limit shall constitute an abandonment of the grievance, absent a mutually agreed extension.

(cl Request to bypass any steps will be in writing and must be approved by the City Manager or his designee.

* 1. : Procedure:

Step I. Within ten (I 0) days of the incident-giving rise to a grievance, the grievant shall explain and discuss the grievance orally with his or her immediate supervisor, who may call higher-level supervision into the discussion in an effort to achieve a prompt satisfactory adjustment. The immediate supervisor will notify the bargaining unit member of his/her decision within ten (IO} days of the date of the discussion with the bargaining unit member. If the grievant is not satisfied with the immediate supervisor's decision, or If no decision is communicated to the bargaining unit member within the allotted time period, the bargaining unit member may appeal to Step 2 within ten (10) days of the due date for the Step I decision.

Step 2. Step 2 is initiated by the bargaining unit member or PEA Representative filing with his Department Head a written grievance on the standard grievance form, attached as Appendix C. The Department Head shall schedule a meeting with the bargaining unit member and/or PEA Representative within ten (I 0) days of the submission of the written grievance. Within ten (10) days after the Step 2 grievance meeting, the Department Head shall issue a written decision concerning the grievance. If the grievant is not satisfied with the Department Head's decision, or if no decision is issued within the time allotted, the grievant may appeal to Step 3.

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Step 3. Within ten (10) days following the date of the Step 2 decision or the date on which it was due, whichever is earlier, the grievant or PEA Representative may file a written appeal to the Administrative Services Director, attaching all applicable grievance documents. A grievance meeting shall be scheduled within ten (10) days following receipt of the Step 3 appeal. At such meeting, the grievant or PEA Representative may present evidence and argument in support of the grievance. Within ten (I 0) days of the grievance meeting, or within ten (I0) days of the receipt of the Step 3 appeal if no grievance meeting is held, the Administrative Services Director shall issue a written decision concerning the grievance.

Step 4. Within ten (10) days following the date of the Step 3 decision or the date on which it was due, whichever is earlier, the grievant or PEA Representative may file a written appeal to the City Manager. The City Manager will review all pertinent information and schedule a hearing including due process for name clearing hearings and issue a decision within ten (10) days of the hearing or ten (10) days of receipt of the Step 4 appeal. Ifthe issue falls within the range' of minor disciplinary action, i.e., any discipline less than suspension without pay, the City Manager's decision shall be fmal and binding upon the Employer and upon the grievant. Inall cases other than minor discipline and performance evaluations, if the grievant is not satisfied with the Step 4 decision, the PEA may invoke the arbitration procedure of Step 5.

Step *5.* The PEA may invoke arbitration by sending written notice to the Employer within fifteen (IS) days of the date the Step 4 decision was issued or the date, on which it was due, whichever is earlier. Invocation of arbitration by the PEA will not preclude settlement of the grievance at any time prior to the issuance of an arbitrator's award.

* 1. : The parties will attempt to agree upon a mutually agreeable impartial arbitrator. If,however, this cannot be done within seven (7) days following the Employer's receipt of the PEA's request for arbitration, representatives of the Employer and the PEA shall jointly submit a written request to the Director of the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) professional arbitrators. Upon receipt of the list, representatives of the Employer and PEA shall meet within ten (I0) days and, beginning with the PEA, each shall alternately strike, one at a time, until only one (I) name remains on the list. The person whose name remains on the list shall be the arbitrator, and the parties shall jointly notify the arbitrator of his/her selection. Either party may object to all names on the list, provided that objection is made prior to the commencement of the striking process. Ifthis happens, a second joint request for a list will be made.
  2. : All arbitrations arising under this Agreement shall be conducted in accordance with the following rules:
     1. The arbitrator shall have jurisdiction and authority to decide a grievance properly before

him.

* + 1. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.
    2. The arbitrator may not issue declaratory options and shall confine himselt7herself

exclusively to the question, which is presented to him. The arbitrator shall not have the authority to determine any other issues not submitted to him.

* + 1. Except in the case of termination as disciplinary action, the arbitrator shall not substitute his/her judgment as to the wisdom or the degree of severity of disciplinary ac:tion imposed on any bargaining unit member by the Employer. The arbitratol's inquiry shall be limited to whether the Employer possessed evidence of misconduct before imposing the discipline ultimately imposed. In the event of the arbitration of a grievance arising out of the discharge of a bargaining unit member, the arbitrator is empowered to either sustain the discharge or, if he/she does not, he/she is empowered to reinstate the· bargaining unit member with or without back pay, in whole or in part, as the circumstances warrant. Any award of back pay shall be reduced by any unemployment compensation or other compensation the bargaining unit member may have received.
    2. The fees and expenses of the arbitrator will be paid by the losing party. Each party shall bear the cost of its own witnesses and representatives. Any party requesting a transcript will bear its cost, unless otherwise agreed.
    3. Copies of the Arbitratol's award, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to the parties within thirty (30) days of the hearing, unless the parties mutually agree to extend the time limit, and shall be final and binding on both parties.

#### ARTICLE 13 HOLIDAY S

* 1. : The following shall be paid holidays for all regular full-time and part-time of the City:

New Year's Day Martin Luther King Jr.

President's Day Memorial Day Independence Day Labor Day

Veteran's Day Thanksgiving Day

Friday after Thanksgiving Christmas Eve Day Christmas Day

* 1. : Generally, when a holiday falls on Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. However, on occasions, another day of observance may be more appropriate; in such instances, the City Manager will establish the date and will notify all bargaining unit members in advance.
     1. For 911 Emergency Dispatch Technicians, Holidays will be observed on the actual Holiday. 911 Emergency Dispatch Technicians or other employees not scheduled to work the holiday will receive 8 hours of pay not to be counted for overtime calculation. For example, if an employee is scheduled Tuesday thru Friday and the holiday falls on a Monday, the employee would receive 8 hours pay for the holiday. The holiday pay would not to be included as hours worked for the purpose of overtime calculation.
  2. : No regular full-time or part-time bargaining unit member shall receive pay for a holiday unless he/she is in an active pay status or actually works hisJller normal work schedule on the work day immediately preceding and the work day immediately following the day on which the holiday is observed. For purposes of this Article, "active pay status" means any approved leave with pay.
  3. : For holiday purposes, a holiday is defined as eight (8) hours for regular full-time bargaining unit members and four (4) hours for regular part-time bargaining unit members. Holiday time for regular part-time bargaining unit members will be computed at one-half the rate of a regular full­ time bargaining unit member who works an eight (8) hour day.

1. S: If a bargaining unit member works on the day of a holiday they will have the option of requesting overtime for the hours worked at the time it is earned or request compensatory time in lieu of pay. The bargaining unit member must notify their immediate supervisor in writing of their option no later than the last workday before the holiday. If the option is not presented to the supervisor on or before the last workday before the holiday, overtime pay compensation will be used.

Eligibility:

* 1. Temporary and seasonal employees are not eligible for holiday leave time.
  2. Employees working less than forty- (40) hours per pay period are not eligible for holiday leave benefits.

#### ARTICLE 14

**PROMOTIONS. TRANSFERS AND ADJUSTMENTS**

* 1. : Any bargaining unit member who fulfills all applicable requirements for another classification with a higher rate of pay may be promoted to that position. Vacancies in positions above the lowest rank in any classification will be filled, as far as practicable, by the promotion of current bargaining unit members. To this end, all promotional opportunities will be advertised initially in-house for five (S) days. Such vacancies may be advertised from outside only after any qualified current bargaining unit applicants have been interviewed. A bargaining unit member whose performance ratings were less than satisfactory is ineligible for promotion.
  2. : a) When a bargaining unit member is promoted to a higher Grade position, his/her new rate of pay shall be Step 1 applicable to that position. If the bargaining unit member's current salary is higher than the Step Irate for the position to which promotion is made, the bargaining unit member shall receive a two step increase in pay from his/her current rate of pay. Subject to the approval of the City Manager, a greater promotional increase may be recommended by the Department Head.

1. When a bargaining unit member is adjusted to a lower paid position (voluntarily or through disciplinary action), he or she will take a 3% reduction in pay per Gmde\_to the closest step in the new job range. In no case will the salary be higher than the maximum rate or lower than the Step Ifor the lower classification. Under no circumstances shall any reduction result in more than a nine percent (9"A,) decrease in salary.
   1. : The effective date of a bargaining unit member's demotion or promotion to a new job classification shall be the bargaining unit member's new classification anniversary date for the purposes of classification seniority determination. The bargaining unit member must serve a three (3) month probationary period in the new job classification. 911 Emergency Dispatch Technicians will serve a one (1) year probationary period. Ifat any time during the probationary period, the bargaining unit member is found to be unqualified for the position or incompetent to perform the duties of the new position, he or she shall be returned to the position from which the transfer/promotion took place at their former rate of pay. If no vacancy exists, the bargaining unit member shall be laid off in accordance with the provisions of Article 8.
   2. : A bargaining unit member may be transferred between departments when a vacancy exists in the same classification or pay grade, which is presently unoccupied. Such a transfer does not affect a bargaining unit members pay grade, pay rate, or anniversary date, but is subject to the following conditions:
      1. The transfer must be approved by the affected Department Heads and the City Manager.
      2. The bargaining unit member must serve a three (3) month probationary period in the new assigned department. 911 Emergency Dispatch Technicians will serve a one (I) year probation period.
      3. If at any time during the probationary period, the bargaining unit member is found to be

unqualified for the position or incompetent to perform the duties of the new position, he

or she shall be returned to the position from which the transfer took place if there is a vacancy. If no vacancy exists, the bargaining unit member shall be laid off in ac:c:ordance with the provisions of Article 8.

* + 1. The City and the PEA agree that when there is a critical need for a bargaining unit member to work (operate a piece of equipment) in a higher job classification, such as a

Maintenance Worker I filling in for a temporary period as a Maintenance Worker nor a Maintenance Worker n filling in for a Maintenance Worker m, the bargaining unit

member will receive the greater of a 3% increase to their regular hourly rate of pay (or Step I of the acting Grade)\_for each hour of work performed at the higher classification. A temporary assignment means filling-in for another bargaining unit member who is on vacation, ill,has incurred ajob related irtjury, on FMLA, in training or absent from work for any other legitimate reason. Temporary assignments must be for three (3) consecutive days or more. The bargaining unit member who is working in the temporary higher job classification will receive a 3% increase in pay (or Step I of the acting Grade) for all time worked after the third consecutive work day in that assignment. Requests for any temporary upgrades must be submitted by the immediate Department Head identifying the need for this position being filled and must be approved by the City Manager.

Equipment Schedule:

* + - 1. ) Maintenance Worker I - Will operate all equipment except, excavator, dozer, and long arm mower.

1. Maintenance Worker n- Will operate all equipment except for excavator and dozer.
2. Maintenance Worker ID - Will operate all equipment.
   * 1. The Department Head, with the City Manager's approval, may, in writing, assign a bargaining unit member to a supervisor job classification for a temporary period. The affected bargaining unit member working a period of (3) three consecutive workdays or more shall receive a two-step increase (or Step Iof the Grade, whichever is greater). The bargaining unit member will be entitled to receive the salary increase for each day worked and all hours worked while in that temporary classification once the (3) three-day minimum has been met.
     2. Bargaining unit members who are required to maintain a valid Commercial Driver License {CDL) will be responsible to pay the cost of the renewal of their own driver's license. The City will pay the bargaining unit member the difference between the base driver's license cost and the CDL License and any of the endorsements, which the City requires of the bargaining unit member.
3. S: Effective I0/1/0S, to promote self-improvement initiatives the City agrees to pay bargaining unit members obtaining an accredited certification in their respective field an incentive pay. Once earned, the payment will be paid on a bi-weekly basis over 26 pay periods. It is the employee's responsibility to notify the City ifthe certification is current or expired. Certifications eligible for payment include, but not limited to the following:

* ASE Automotive/Med./Heavy Truck certifications - $30 per certification, capped at $120 per year. Auto Technicians that obtain a Master's Technician designation will be eligible for $500 annually.
* Professional in Human Resources - $120 annually.
* Building Inspector Certifications - $SO per certification, capped at $2SO annually. Building Inspectors that obtain the Chief Building Official designation will be eligible for

$500 annually.

* Insecticide spray license (one per department/division) - $120 annually.
* Associates Degree from an accredited college - SSOO annually, limited to one (1) per employee, once Bachelor' s degree has been attained, the $500 is forfeited in lieu of the

*$1SO* annually.

* Bachelor' s Degree from an accredited college - $750 annually, limited to one (I) per employee.

Other certifications may be submitted for consideration for incentive money. Upon approval of the Department Head, Administrative Services Director, and the City Manager, a dollar value consistent with the above scale will be established.

##### ARTICLE 15 GROUP INSURANCE

* 1. : During the tenn of this Agreement, all full-time bargaining unit membeis who participate in the group insurance coverage, agrees to pay twenty-five dollm ($25.00) per month towards the · premium for group insurance coverage. The City agrees to pay the remainder of the premium to provide individual group insurance coverage to all regular full-time bargaining unit membeis.
  2. : In the event that the premium rate for dependent group insurance coverage increases, the Employer agrees to notify the PEA as soon as is practicable. The PEA agrees that the Employer may, at its discretion, obtain substitute insurance coverage from another carrier or require each covered bargaining unit member to contribute his pro rata share of the increased premium cost for dependent coverage, whichever may be applicable. In the event that the carrier increases the premium rate for dependent group insurance coverage the parties agree to abide by Sections 15.3 and 15.4 of this Article.
  3. : Any full-time qualified bargaining unit member who elects to participate in the group insurance dependent coverage option plan will pay fifty (50%) percent of the cost of the premium. Any additional supplemental insurance that is optional coverage to the bargaining unit member and that member elects to purchase such optional coverage will be paid for in total by the member.
  4. : Any bargaining unit member, hired on or after October I, 2011, who elects to participate in the group insurance dependent coverage option plan will pay seventy-five percent (75%) of the cost of the premium. The member shall pay any additional supplemental insurance that is optional coverage to the bargaining unit member.

*15.S* The City agrees to pay fifty (50%) of the costs of single coverage group (health only) insurance for up to two (2) years for qualified bargaining unit membeis who retire from the City after being employed by the City for twenty (20)-yeaIS in a full-time capacity.

### ARTICLE 16

#### RETIREMENT CONTRIBUTION

* 1. : Effective April 29, 2001, the Employer agrees to contribute to the CWA/ITU Negotiated Pension Plan (hereinafter sometimes referred to as the Plan) nine (9%) of a bargaining unit member's annual gross earnings for each employee covered by this Agreement, for purposes of providing pensions on retirement, death benefits, and other related benefits for covered employees of the Employer and other contributing Employers. The Plan is jointly administered by Trustees appointed in equal numbers by the Union and Employers under an Agreement and Declaration of Trust, and has been found by the Internal Revenue Service to be entitled to exemption under the Internal Revenue Code.
  2. : Contributions shall be paid to the CWA/ITU Negotiated Pension Plan, P.O. Box 2380, Colorado Springs, Colorado 80901, no later than the lStb of the following month, together with reports on forms to be furnished by the Plan or the employer's printout, if in an acceptable formal During the effective period of this Agreement, this benefit will be paid monthly over a twelve (12) month period, which will continue for the life of the Plan.
  3. : Title to all monies paid into the Plan shall be held exclusively by the Trustees in trust for use in providing the Benefits under the Plan and paying its expenses.
  4. : The Employer recognizes that in addition to the Union's right to enforce this section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Employer further agrees that the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith. The Employer shall supply to the shop steward (chapel chairman) the union representative's copy of the Negotiated Pension Plan employer report forms or a copy of the Employer's printout forms on a quarterly basis.

Eligibility;

* + 1. Only regular full-time bargaining unit members are eligible for inclusion in the CWA/ITU Negotiated Pension Plan.
    2. New regular full-time employees are eligible for entry into this Plan as of the f115t day of the next full pay period following sixty·(60) days from their date of hire.

### ARTICLE 17 PERFORMANCE EVALUATIONS

17.1: Pumose:

The purpose of the City of Sebastian performance appraisal program is to provide a consistent practice of establishing written goals and evaluating the perfonnance of the bargaining unit member. It is needed to help measure, improve, and reward bargaining unit member performance, to assist departments and the agency to meet their goals.

* 1. : Definitions:
     1. Annual Performance Appraisal. The bargaining unit member's performance is appraised by the supervisor no later than the first day of the month of his/her classification date each year. The period of appraisal is the period of time since the bargaining unit member's last performance appraisal.
     2. Special Performance Appraisal. Special appraisals are performed by the supervisor any time during the year for special reasons; i.e. change in pay, promotion, transfer, reassignment, etc.
  2. : Policy:

Supervisors are to administer a bargaining unit member performance appraisal annually and special performance appraisals more often, as appropriate. The performance appraisal consists of evaluating previously agreed upon goals and objectives. The appraisal is to be used as a management tool to assist, motivate, and strengthen the bargaining unit member. Managers will also use the performance appraisal to help detennine compensation, employee development and promotion. Where there is a difference of opinion concerning a perfonnance appraisal between the supervisor and the bargaining unit member, the bargaining unit member will have the opportunity to express their differences in writing to the supervisor and the supervisor's evaluator. If the issue has not been resolved at this level, the bargaining unit member may activate the employee grievance procedure within the timeframes established in Article 12. Bargaining unit members rated unsatisfactory are not eligible for a step increase. Bargaining unit member's who receive an unsatisfactory rating for two (2}consecutive rating periods of any type may be terminated from employment for cause.

* 1. : Statement of Philosophy:

Both the City of Sebastian and the PEA believe that the purpose of the performance appraisal system includes the following:

* + 1. to clarify both management' s goals for the position and the bargaining unit member's goals;
    2. to monitor the bargaining unit member's achievements and to review areas of needed improvement; to make recommendations for improvement and establish time frames to

achieve the recommended improvements.

* + 1. to facilitate communication between supervisois and bargaining unit members about the membeis job duties and establish a framework for open, constructive feedback;
    2. to encourage and develop time line plans for bargaining unit member development, growth and improvement.

1. S: Employee Appraisals:

Performance appraisals for each bargaining unit member shall be submitted once each year using a City of Sebastian performance evaluation form. Bargaining unit membeis shall be evaluated by their appropriate administrator/supervisor. Bargaining unit membeis shall be given a minimum of three- (3) workdays notice prior to the evaluation meeting. At the time of such appraisal, the bargaining unit member' s specific job duties, job description, and performance shall be reviewed by both the bargaining unit member and the supervisor to discuss patterns of performance for the past year and expectations or recommended plans for improvement for the upcoming year. Each bargaining unit member has the right to add written comments regarding the performance appraisal on the performance appraisal form, at the time of any review, and subsequently if any changes are made. The bargaining unit member's signature on the performance appraisal form signifies that the performance appraisal has been reviewed with the bargaining unit member, but does not signify that the bargaining unit member agrees with the appraisal.

Each bargaining unit member shall have the right to see any changes, deletions, or additions to the performance appraisal made by the immediate supervisor, a higher supervisor, department head, or administrator. Such changes shall be discussed with the bargaining unit member. The bargaining unit member shall be provided with a copy of the completed performance appraisal once it has been signed by all parties in the chain of command. The performance appraisal shall be placed in the bargaining unit member's official peisonnel file. Any appraisals, which are not in the official file, shall not be part of the official record of the bargaining unit member in considering discipline or future performance reviews. Bargaining unit membeIS have the right to review their official peisonnel file upon and with proper notification. Under no circumstances shall supervisois use the performance appraisal as a substitute for disciplinary action.

17.6: Probationary Period:

Each new employee shall serve a probationary period of six (6) months, which is an extension of the selection procedure. The probationary period is to give the bargaining unit member an opportunity to demonstrate his or her ability to perform the duties of the position. The City may extend the probationary period for up to six (6) months beyond the classification date in order to allow the bargaining unit member the opportunity to correct deficiencies in his or her performance. Any absences without pay and absences covered by Worker's Compensation shall automatically extend the probationary period in accordance with Article 8. 911 Emergency Dispatch Technicians will serve a one (I) year probation period.

#### ARTICLE 18 SAFETY

* 1. : The City and the PEA agree to continue meeting with the established Joint Safety Committee to ensure continuing, on-the-job safety in the perfonnance of public services. The Committee shall be chaired by the City Manager, or his designee, and up to three (3) members will be selected by the City Manager and up to three (3) members selected by the PEA.
  2. : The Safety Committee shall meet regularly, as it may detennine, to consider methods of maintaining and improving job related safety. The Committee shall make recommendations by a majority vote for safety maintenance and improvement, which shall be given due consideration by the Employer. Written response must be made by the City Manager to the committee within twenty calendar (20) days of receipt of any written requests made by the Safety Committee. Such requests will be approved by the majority vote of the Safety Committee prior to being submitted to the City Manager.
  3. : The Employer and the PEA recognize the mutual responsibilities of management and bargaining unit members to promote a safe work place and agree to cooperate in maintaining City equipment and facilities in safe conditions.
  4. : The Employer agrees to make copies of the City Safety Manual available to all bargaining unit members to review.

1. S: Any bargaining unit member who as a result of an act or by way of their own negligence and/or in violation of established safety standards and policy of the City causes damage to, or destruction of, property of the City without substantial justification or excuse shall be subject to progressive discipline action, up to and including tennination. Additionally, the bargaining unit member may be liable for up to the full cost of replacement or repair of the damaged or destroyed property. The provision of Article 19, Section 19.1 will apply.
   1. : Safety Glasses;
      1. With the prior approval of the bargaining unit members Department Head, the City shall pay for one (I) pair safety glasses. Where prescription safety glasses are needed, the bargaining unit member, in conjunction with the City's Vision Care Plan, shall receive an eye examination not more than once every twelve (12) months. The bargaining unit member shall pay the deductible to the doctor for the eye examination. The City shall pay for the cost of the first pair of safety frames and safety lenses for those bargaining unit members required to wear prescription safety glasses not to exceed one hundred ($100) dollars.
      2. The City will also pay for the replacement of safety lenses due to on the job breakage or prescription changes, as needed. An incident report must accompany this request, which details how the breakage occurred. The report must be signed by the bargaining unit member's immediate supervisor before being submitted. Ifthe breakage was a result of the bargaining unit member's negligence, the member will pay the full cost of the replacement. Additionally, the bargaining unit member may be liable for up to the full cost of replacement or repair of the damaged or destroyed property. The provision of Article 19, Section 19.1 will apply.
   2. : Workers' Compensation;

Any regular full-time employee who sustains a temporary disability as a result of and arising out of employment by the City as provided by the Worker's Compensation Law of the State of Florida, shall, in addition to the benefits payable under the Worker's Compensation Law be entitled to the following:

A. During the first eighty (80) paid work days of such disability, the employee shall receive net supplemental pay based upon his/her net take home pay reduced by the Worker's Compensation indemnity payment.

1. Thereafter, the employee may utilize any accrued sick or annual leave in order to receive supplemental pay based upon his/her net take home pay reduced by the Worker's Compensation indemnity payment until such annual or sick leave is exhausted.
2. Upon exhaustion of all paid leave, the City may, at its discretion, grant an unpaid leave of absence to the employee for a period not to exceed one year.
3. If any employee, due to an on-the-job injwy, is temporarily or partially disabled from performing the duties of his/her classification, but is determined to be able to perform light duty by a physician designated by the City, the employee may be required to perform such duty or lose the employment connected disability leave supplemental benefits. Assignment to light duty shall be considered a temporary assignment, without reduction in pay. Such a reassignment shall be to other duties commensurate with medical and mental fitness, subject to availability of suitable work, and the employee's qualifications for the position. However, an employee shall not be permitted to continue in a light duty position after reaching his/her maximum medical improvement.
4. Any employee who suffers an employment connected injury may be required by the City to be examined every twenty (20) working days by a medical doctor, specified and provided by the City, who shall determine the employee's condition and fitness for full or partial return to duty.
5. No employee will be entitled to employment connected with disability leave with the benefits described herein if the injury suffered has been determined to have been the result of intentional self-infliction or where the disability or illness continues as a result of the employee's failure to cooperate with medical advice or corrective therapy.
6. While receiving employment connected disability benefits, an employee shall be entitled to all benefits, which he/she would normally, receive pursuant to his/her employment with the City.
   1. : Work Boots/Shoes:
7. The City will provide those bargaining unit members required to wear safety boots/shoes as a part of their job function one hundred ($120) per fiscal year. This will become effective October I, 2006, payable to the bargaining unit member the first full pay period in October of each year. Any bargaining unit member receiving this benefit will be required to wear the safety boots/shoes at all times while performing their City job functions. Ifan employee begins employment after the first full pay in October, the boot

allowance will be prorated by $ 10.00 per month. Safety boots/shoes must meet the requirements as established by the department.

1. The City will also pay for the replacement of safety boots/shoes due to on the job damage caused as a result of an accident An incident report must accompany this request, which details how the damage occurred. The report must be signed by the bargaining unit member's immediate supervisor before being submitted. Ifthe damage was a result of the bargaining unit member's negligence, the member will pay the full cost of the replacement and may be subject to disciplinary actions as stated in section 18.S of this Article.
2. If the bargaining unit member provides medical documentation signed by an attending physician stating that they cannot wear the safety boots/shoes due to a medical condition they will not be required to wear the safety boots/shoes. The bargaining unit member will also be exempt from the benefit provision as stated in section 18.8 (a) of this Article and will not receive the S120 annual disbursement for safety boots/shoes.
   1. : If a bargaining unit member is provided work boots/shoes and the bargaining unit member does not complete the six (6) month probationary period for any reason, the cost of the work boots/shoes shall be deducted from bargaining unit members last pay check which will reflect the actual expense incurred by the city for the purchase of the work boots/shoes.

#### ARTICLE 19 DISCIPLINARY ACTION

* 1. In the event an employee is discharged, suspended without pay, or demoted for disciplinary reasons, the City agrees that he shall be provided with written notification of the action. This notification shall be hand delivered to the employee or sent by certified mail, return receipt requested, to the address in the City Administrative Services Department records.
  2. Except in extraordinary circumstances, before the employee is discharged or suspended without pay for disciplinary reasons, the notification described in Section 19.I will be provided to the employee in advance of the action so as to give the affected employee an opportunity to present his position.
  3. No employee shall be disciplined except forjust cause.
  4. No discipline, except termination, shall become effective until such time that the employee has exhausted the appeal process or until such time for an appeal has expired, as described in Article 12.4.

#### ARTICLE 20

**SALARY**

* 1. For the first year of this Agreement (October I, 2013 through September 30, 2014), bargaining unit members shall not receive a step increase.
  2. Bargaining unit members shall receive a three percent (3%) increase to their current step for the second year of this Agreement (October I, 2014 through September 30, 20 IS).
  3. The parties shall open this section in the third year of this Agreement (October I, 2015 through September 30, 2016) in order to collectively negotiate a potential change in salary. Any change in salary must be duly ratified by both parties.

###### ARTICLE 21

**SUBSTANCE ABUSE TESTING**

The City's Policy regarding Substance Abuse Testing that is currently in effect-will be followed for the life of this Agreement.

###### ARTICLE 22

**UNIFORMS**

* 1. : The City shall provide and maintain uniforms to all members of the bargaining unit who are required to wear them.
  2. : All issued uniforms and equipment must be returned to the City. Failure to return issued uniforms and equipment will result in the bargaining unit member paying for the actual cost incurred by the city for the purchase of said uniforms.
  3. : Any bargaining unit member assigned a uniform will be required to wear the uniform at all times while performing his or herjob functions. The City uniform shall not be worn at any other time or for any other reason.
  4. Bargaining unit members in the position of Code Enforcement Officer(s) and Evidence Technician(s) will receive *$45.00* per month for uniform cleaning.

###### ARTICLE 23

**TUITION REIMBURSEMENT**

23.J : The City desires to help its bargaining unit members in their jobs by paying for business related courses up to the limits of available funds for education during their off duty hours. Therefore, the City's Policy regarding Tuition Reimbursement will be followed for the life of this Agreement.

* 1. : The following guidelines will govern tuition reimbursement:
     1. Eligibility: Open to regular full-time bargaining unit members who have been employed by the City for at least one (I) year. A bargaining unit member desiring to participate in the City's Tuition Reimbursement Program should submit an application to his or her Department Head at least fifteen ( IS) days prior to the starting date of the course. If the Department Head recommends the course, the recommendation will be forwarded to the City Manager or his designee for final approval.
  2. Approved training: Approved courses must directly relate to the bargaining unit member's current assignment which will improve his or her skills, knowledge and ability to perform his or her duties and will increase his or her potential for promotion. Such determination will be made by the Department Head and the City Manager or his designee. Such courses must be offered by an approved technical or trade school or an accredited college or university. Attendance at these courses must be during non-working hours. Post graduate (ex. Master's, Doctorate, etc.) programs are not included within the tuition payment plan.
  3. Recipients of scholarships: Any bargaining unit member receiving a scholarship or grant for education will not be eligible for tuition reimbursement
  4. Service Requirement: Bargaining unit members participating in the Tuition Reimbursement Program agree to remain employed with the City for a minimum of two

(2) years following completion of the course(s). If the bargaining unit member voluntarily leaves the city service or is terminated forjust cause prior to reaching the two

(2) year requirement, he or she must reimburse the total cost of the tuition back to the City.

*S.* Grade Requirement: Successful completion of training must be accomplished through a grade "C" (2.0 average) for each course or better before reimbursement will be made. In courses, which are offered on a "pass" or "fail" basis, a pass grade must be earned for reimbursement.

1. Reimbursement: Upon the successful completion of approved training, an original or a certified copy of the bargaining unit member's grades, along with proof of his or her payment of tuition such as a canceled check or receipt, will be submitted to the respective Department Head. Such documentation will be forwarded to the Administrative Services Department for reimbursement. Transportation for such educational courses will be provided for by the bargaining unit member, unless such training is mandated by the City.
2. Maximum Reimbursement. The maximum tuition rate to be reimbursed for college level courses is that established annually by the State Legislature. Should a bargaining unit member choose to attend a private school, he or she is responsible for paying the difference in tuition.

Additionally, bargaining unit members will be authorized to take no more than two (2) classes per Semester.

### ARTICLE 24

**MERIT/STEP PAY PLAN**

* 1. : Not available from October I, 2013 through September 30, 2016. New bargaining unit members who at the end of the initial probationary period, and after six (6) months from their date of hire (new employee only), will be eligible for a one-step increase, after receiving a satisfactory performance evaluation based upon satisfactory completion of work performance.
  2. : Not available from available from October I, 2013 through September 30, 2016. Annually, on the date of classification, the bargaining unit members will be eligible for a one-step increase, upon receipt of a satisfactory performance appraisal of work performance. This will continue annually until the bargaining unit member reaches the maximum pay for his/her classification.
  3. : Not available from October I, 2013 through September 30, 2016. If the recommendation for an increase is for one-step, justification is stated on the performance evaluation and the pay increase will be implemented on the bargaining unit member's classification anniversary date.
  4. : Not available from October I, 2013 through September 30, 2016. In rare cases a Supervisor or Department Head may make a recommendation for a two (2) step increase. When this occurs, the performance evaluation and justification (supporting documentation) for the greater increase will go before the City Manager. The City Manager will review the information and either accept or reject the recommendation. The Department Head will be notified of the City Manager's decision and he/she will be responsible for informing the affected bargaining unit member.

Note: Examples of supporting documentation would include letters of commendation from supervisors, department heads or citizens, being considered for or selected as an employee of the quarter and any other documentation that would helpjustify a two (2) step increase.

24.S: Not available from October I, 2013 through September 30, 2016. If the City Manager rejects the recommendation, then a one-step increase is given. The Department Head can request another review in thirty- (30) days to convince the City Manager to approve the special merit increase. The City Manager's decision will be final in all requests for a two (2)-step increase.

* 1. : Ifa bargaining unit member changes job classifications, his or her job classification anniversary date will change, effective the date of the promotion or demotion.
  2. : Longevity Pay: Longevity pay will be awarded according to the following:
     1. Bargaining unit members, after having completed ten (I0) years of continuous service with the City, will receive an increase in their base pay of five (S%) percent The five percent increase will be added to their base pay effective the date of their ten-year anniversary date.
     2. Bargaining unit members, after having completed fifteen (I S) years of continuous service with the City, will receive an increase in their base pay of five (5%) percent. The five percent increase will be added to their base pay effective the date of their fifteen-year anniversary date.
     3. Bargaining unit members, after having completed twenty (20) years of continuous service with the City, will receive an increase in their base pay of five (S%) percent. The five percent increase will be added to their base pay effective the date of their twenty-year anniversary date.
     4. Bargaining unit members, after having completed twenty-five (2S) years of continuous service with the City, will receive an increase in their base pay of seven and one-half (7.5%) percent. The seven and one-half percent increase will be added to their base pay effective the date o(their twenty-five-year anniversary date.
     5. Said adjustment(s) will be based on the bargaining unit member's original date of hire regardless of the salary pay step the bargaining unit member is in at the time he or she attains the required number of years.
     6. Bargaining unit members in a part-time or temporary status at the time of their relevant anniversary date will not be eligible for longevity increases.
     7. Those bargaining unit members who have received a longevity increase in their ninth (9th) year will not be eligible for the ten (10) year longevity increase.

### ARTICI,E 25

#### SEVERABILITY

* 1. 1: Ifany Article of this Agreement (or any Section thereof) should be found invalid, unlawful, or not enforceable by judicial authority or by reason of any existing or subsequently enacted legislation, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement
  2. : Inthe event of the invalidation of any Article or Section of this Agreement, the City and the PEA agree to meet within thirty· (30) working days to discuss replacement of such Article or Section.

###### ARTICLE 26

**COUNSELING**

* 1. 1 The City will make available to the members the services of a psychologist or qualified counselor approved by the City for the purpose of helping the employee deal with an "aftermath" of the incident. This service will be paid for by the City.

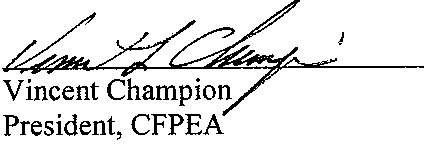
**ARTICLE 27 TERM OF AGREEMENT**

This Agreement shall become effective upon the date of ratification by the parties and shall remain in full force and effect until 12:00 midnight on September 30, 2013.

In witness whereof, the parties hereto have entered into this Agreement on this day of

----------' 2013.

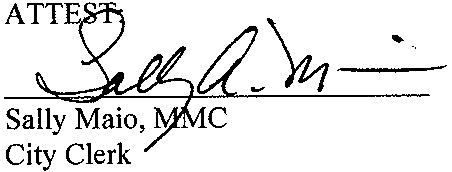
**COASTAL FLORIDA PEA CITY OF SEBASTIAN FLORIDA**





Tim Zelins'  CFPEA Representative

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APPROVED AS TO FORM:

-/

Robert A. Ginsburg

City Attorney

#### APPENDIX A GRIEVANCE FORM

(Type or Print Clearly in Ink)



DATE GRIEVANCEOCCURRED:

##### Give Article(s) and Sections(s) of Contract which Grievant claims were violated:

* + 1. State concisely facts relied on by Grievant:
    2. State relief requested by Grievant:

Signature of Grievant

Signature of Union Representative for Grievant

Date Submitted