

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**MANATEE COMMUNITY ACTION AGENCY, INC.
MANATEE HEAD START and
EARLY HEAD START PROGRAM**

AND

**SERVICE EMPLOYEES INTERNATIONAL
Florida Public Services Union**

OCTOBER 15, 2016 THROUGH OCTOBER 14, 2018

PREAMBLE

ARTICLE 1	Bargaining Unit	5
	Section 1 - Bargaining Unit Employees	5
	Section 2 - Excluded Employees	5
ARTICLE 2	Employee Classifications	5
	Section 1 - Regular Full Time Employees.....	5
	Section 2 - Regular Part-time Employees.....	5
ARTICLE 3	Probationary Period	6
	Section 1 - New Hire	6
	Section 2 - Promotion or Lateral Move	6
ARTICLE 4	Non-Discrimination	6
	Section 1 - Union Membership.....	6
	Section 2 - Non-Discrimination or Harassment.....	6
ARTICLE 5	Union Representation and Access	7
	Section 1 - Union Stewards	7
	Section 2 - Union Business.....	7
	Section 3 - Union Representative Access.....	7
ARTICLE 6	Management Rights	7
ARTICLE 7	Rights of the Employees	8
	Section 1 - Dignity.....	8
	Section 2 - Outside Employment	9
ARTICLE 8	Employment Files	9
ARTICLE 9	Policies and Practices	9
ARTICLE 10	No Strike and No Lock-Out	10
	Section 1 - No Strike	10
	Section 2 - No Lock-Out.....	10
ARTICLE 11	Discipline and Discharge	10
	Section 1 - Just Cause.....	10
	Section 2 - Progressive Discipline	10
	Section 3 - Documentation of Discipline	11
	Section 4 – Disciplinary Investigation Period.....	11
	Section 5 – Health and Safety.....	11
ARTICLE 12	Grievance and Arbitration	11
	Section 1 - Definitions	11
	Section 2 - Procedures for Filing a Grievance	12

	Section 3 - Time Limits	13
ARTICLE 13	Time Off Work	13
	Section 1 - Vacation Time and Accrual	14
	Section 2 - Vacation Scheduling	14
	Section 3 - Paid Sick Leave	14
	Section 4 - When Sick Leave is Permissible.....	14
	Section 5 - Sick Leave Procedures.....	15
	Section 6 - Family Medical Leave Act.....	15
	Section 7 - Absenteeism	16
	Section 8 - Union related Unpaid Leave of Absence	16
	Section 9 - Employee Assistance Program.....	16
ARTICLE 14	Funeral Leave, Jury Duty and Witness Leave.....	16
	Section 1 - Bereavement Leave.....	16
	Section 2 - Jury Duty.....	17
	Section 3 - Witness Leave	17
ARTICLE 15	Out-of-Title Work	17
ARTICLE 16	Annual Performance Appraisal	18
ARTICLE 17	Layoff and Recall	18
	Section 1 - General	18
	Section 2 - Notice of Layoff.....	18
	Section 3 - Layoff Considerations	18
	Section 4 - Recall.....	19
	Section 5 - Benefits During Layoff	19
	Section 6 - Grievance/Arbitration Procedures Pertaining to Layoff and/or Recall.....	20
ARTICLE 18	Wages	20
ARTICLE 19	Hours of Work, Overtime and Breaks	20
	Section 1 - Normal Hours of Work	20
	Section 2 - Overtime Pay	20
ARTICLE 20	Tuition Reimbursement.....	21
ARTICLE 21	Job Descriptions, Vacancies and Transfers	22
	Section 1 - Job Descriptions	22
	Section 2 - Vacancies	22
	Section 3 - Transfers.....	22
	Section 4 - Employee Transfer Request Procedure	23
ARTICLE 22	Holidays.....	23
	Section 1 - Paid Holiday	23
	Section 2 - Holiday Pay Procedure	23

ARTICLE 23	Seniority	23
ARTICLE 24	Employee Benefits.....	24
ARTICLE 25	Uniforms	24
ARTICLE 26	Bulletin Boards	25
ARTICLE 27	Dues Checkoff.....	25
	Section 1 - Deductions of Union Dues and Fees	25
	Section 2 - Insufficient Pay for Deduction	25
	Section 3 - Indemnification.....	26
	Section 4 - Dues Check-off Authorization Form.....	26
	Section 5 – Maintenance of Membership.....	26
ARTICLE 28	Labor Management Committee	27
ARTICLE 29	Entire Agreement.....	27
ARTICLE 30	Saving Clause	27
ARTICLE 31	Duration	28
	SIGNATURE PAGE	29
	APPENDIX A	30
	EXHIBIT 1	31

AGREEMENT

THIS AGREEMENT is between Manatee Community Action Agency, Inc. Head Start and Early Head Start programs ("Manatee"), and the Service Employees International Union, Florida Public Services Union (collectively the "Union"), representing Manatee's employees in the bargaining unit certified by the National Labor Relations Board in Case Number 12-RC-8927 ("employees"). (For purposes of this Agreement, Manatee and the Union may be jointly referred to as the "Parties".)

In consideration of the mutual covenants herein contained, the Parties agree as follows:

PREAMBLE

PURPOSE: This Agreement is to promote and maintain harmonious and cooperative relationships between Manatee, the Employees and the Union in order to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basis Agreement between the parties in the determination of hours, wages and terms and conditions of employment. The parties recognize that the best interest of the community will be served by assuring at all times the orderly and uninterrupted operations and functions of Manatee Community Action Agency, Inc., and by providing in the most efficient manner superior Head Start services to the children, families and the community at large.

RECOGNITION

Manatee Community Action Agency, Inc. (Employer) hereby recognizes the Florida Public Service Union (FPSU – Union) as the exclusive bargaining agent for the purpose of collective bargaining with respect to the terms and conditions of employment contained herein.

ARTICLE 1

Bargaining Unit

Section 1 - Bargaining Unit Employees

Bargaining unit employees consist of those regular full-time employees employed by Manatee in Manatee County, Florida, in those classifications listed in **Appendix A** to this Agreement.

Section 2 - Excluded Employees

This Agreement shall exclude all employees and/or job classifications not expressly identified in **Appendix A**, all confidential employees, managers, regular part-time employees, volunteers, donors, temporary employees, contract employees, and independent contractors.

ARTICLE 2

Employee Classifications

Section 1 - Regular Full Time Employees

Regular full time employees are classified as ten (10) or twelve (12) month employees who are regularly scheduled to work and do, in fact, work at least thirty (30) hours each work week during the months when they are scheduled to work.

Section 2 - Regular Part-time Employees

Regular part-time employees are individuals who are regularly scheduled to work less than thirty (30) hours per work week during the months when they are scheduled to work.

ARTICLE 3

Probationary Period

Section 1 - New Hire

All newly hired employees shall be employed for a ninety (90) day probationary period. During the probationary period, an employee shall be at-will under Florida law whose employment may be terminated without just cause or notice and probationary employees shall not be entitled to file a grievance under this Agreement nor may the Union file a grievance on behalf of any probationary employee.

Section 2 - Promotion or Lateral Move

Employees who are promoted or transferred to a new classification within the bargaining unit shall serve a probationary period of ninety (90) days in the new position. Employees who fail to satisfactorily complete the probationary period shall, if their former position is vacant and they are fully qualified, be returned to their former position or a similar position at their former rate of pay. At the time it is determined that the employee has failed to satisfactorily complete the probationary period, the employee may apply for any vacant or available position, provided the employee is qualified. If no position is vacant or available for which the employee is best qualified to fill as solely determined by the Employer, then the employee will be terminated.

ARTICLE 4

Non-Discrimination

Section 1 - Union Membership

The employees included in the bargaining unit under this Agreement have the right to become or refrain from becoming members of the Union and neither Manatee nor the Union shall discriminate against any employee because of membership or non-membership in the Union.

Section 2 - Non-Discrimination or Harassment

Manatee is an equal employment opportunity employer that does not discriminate against applicants or employees on the basis of race, color, religion, sex, national origin, age, disability, veteran's status, pregnancy, marital status, sexual orientation, or any other characteristic deemed protected under applicable laws and regulations. The Union agrees to fully cooperate with Manatee in providing equal employment opportunity to all applicants and employees. If an employee believes that he/she has been discriminated against or harassed in violation of law and Manatee's policies, that employee shall process a complaint pursuant to Manatee's policies, this Collective Bargaining Agreement and all applicable state and federal laws.

ARTICLE 5

Union Representation and Access

Section 1 - Union Stewards

The Union may select up to one Steward for every four (4) Manatee classrooms. The Union shall provide Manatee with a list of its Stewards and shall provide a new list each time a Steward changes. The Union may designate a Chief Steward. Manatee shall not knowingly take punitive action against any Steward for failure to fulfill this "notice" provision.

Section 2 - Union Business

Union business, including but not limited to grievances, negotiations, union meetings and events or any other Union related activities shall not be carried out during scheduled working hours, unless the Union Steward has approval from Manatee in accordance with the requirements of this Agreement. It shall be the responsibility of the Union Steward to give at least forty-eight (48) hours advance notice of the need to be absent for such representation activities to his/her supervisor and to obtain the supervisor's permission before engaging in any Union representation activities subject

to the demands of the position. Manatee will not unreasonably deny a Union Steward's timely request for time off from work to serve as a representative of the Union and shall pay any employee who receives such approval for up to four (4) hours in any month. Manatee shall have no obligation to pay Union Stewards or other Union members who take time off from work to engage in Union activities in excess of four (4) hours per month.

Section 3 - Union Representative Access

Subject to Manatee School District policies, Union representatives employed by Manatee shall be permitted to transact Union business as necessary to enforce this Agreement on Manatee property in non-work areas, where no children are present and provided that there is no interference with the work of employees nor disruption of Manatee's operations. At least forty-eight (48) hours prior to entering Manatee property or any location where Manatee employees are working (including an off-site location if used by Manatee for a meeting or class), Union representatives shall notify the Executive Director or her designee of the date, time and purpose for his/her visit and shall not make a visit without the express permission of the Executive Director or her designee.

ARTICLE 6

Management Rights

- A. The Parties recognize and agree that Manatee is operating a federally funded program and that it is subject to federal, state and local statutes, rules and regulations. For that reason, Manatee must have the flexibility to make changes in this program to comply with all applicable statutes, rules and regulations. Accordingly, nothing herein shall limit Manatee's authority in any way to exercise the regular and customary functions necessary to manage its business, and all rights, powers, and authorities to manage its business shall remain solely and exclusively in Manatee, including all such rights and authorities as existed prior to the execution of this Agreement. Manatee's sole and exclusive rights shall include, but are not limited to, the rights to manage and direct the workforce, hire, supervise, discipline and discharge employees for just cause; contract out work; maintain discipline and efficiency; promote, layoff, demote, transfer, assign or reassign employees; establish and change hourly wages and salaries; decide on the level of coverage provided for group health and all aspects of such coverage; relieve employees from duty because of lack of work and determine the services to be offered; establish and modify the duties of each job and position; determine the methods and processes of operation; determine the schedules, hours and overtime hours; promulgate, revise and enforce reasonable rules and regulations; plan the programs and work; determine the number of employees; hire temporary or substitute employees; create job classifications; determine places of performing operations, including deciding whether to continue operation and/or ownership of operations; and exercise discretion and control of Manatee's organization.

- B. No provision of this Agreement shall conflict with any federal, state or local statutes, rules or regulations. In the event that any federal, state or local statutes, rules, regulations or court decisions invalidate any provision of this Agreement, all other provisions not invalidated shall remain in full force and effect.
- C. If it is determined by any governmental authority that civil emergency conditions exist, including but not limited to, riots, civil disorders, weather conditions or Acts of God, the provisions of this Agreement may be suspended during the time of the declared emergency.
- D. If an issue arises at a Union meeting that may lead to a grievance or arbitration, the Union will first present the issue to management by requesting an informal meeting with management. Management reserves the right to request that a SEIU representative attend such informal meeting.

ARTICLE 7

Rights of the Employees

Section 1 - Dignity

Every Manatee employee shall be treated with respect and dignity in the workplace. Manatee, the Union and all employees are mutually responsible for the maintenance of a dignified and respectful workplace. In addition, Manatee employees shall enjoy the right of freedom of speech as allowed by law.

Section 2 - Outside Employment

Employees working in positions covered by this bargaining unit shall not be prohibited from engaging in outside employment so long as such outside employment does not, in any way, interfere with their employment by Manatee or present reasonable concern with respect to a potential conflict of interest or to the reputation of Manatee and the Executive Director approves such outside employment in advance in writing.

ARTICLE 8

Employment Files

Employees shall be furnished with a copy of any written warning or reprimand which is placed in his/her file. An employee may examine his/her personnel file provided that arrangements are made in advance and the inspection is conducted outside of the employee's normally scheduled working hours. Employees and the Union, only with written consent of the subject employee, shall be furnished with a copy of any written warning or reprimand which is placed in his/her file. An employee or the Union, only if the Union has been given written consent by the subject employee, who requests a copy of any documents from his/her file shall reimburse the Company for making that copy at a reasonable rate not to exceed fifteen cents (\$.15) per page.

ARTICLE 9

Policies and Practices

- A. Manatee's existing personnel policies and practices remain fully in force, unless expressly modified by this Agreement. If there is a conflict between a policy or practice and this Agreement, then this Agreement shall govern. Manatee's personnel policies, including any newly adopted or modified personnel policies, shall be made available to an employee upon request. As soon as practicable, Manatee shall give the Union notice of any newly adopted or modified personnel policy so that the Union may have an opportunity to discuss the modified personnel policy with Manatee. Nothing herein prohibits Manatee from exercising its management right to implement policies and practices. If the Union believes that the newly adopted or modified personnel policy or practice violates this Agreement, the Union can file a grievance pursuant to Article 12 of this Agreement.
- B. If requested two weeks in advance, Manatee will provide the Union every six (6) months with a list consisting of the names, job titles and last known work locations of all employees working at that time in positions covered by this Agreement.

ARTICLE 10

No Strike and No Lock-Out

Section 1 - No Strike

- A. There shall be no strike, sympathy strike, walkout, picketing, concerted refusal to report for work, slowdown, sit-down, or any other interruption of work by the Union, any employee, or group of employees, during the term of this Agreement, including during any time period where the Parties have agreed to reopen the contract. Furthermore, it is understood that no Union officer, representative, or agent may authorize, encourage, or assist in any strike, sympathy strike, picketing, slowdown, sit-down, or concerted work stoppage in Manatee's facilities or on any premises of Manatee. Nor will the Union or its officers, representatives, or agents participate in, counsel or induce any activity prohibited by this Article. This section also specifically prohibits each employee from refusing to report to work or refusing to work due to the presence of a picket line.
- B. Any employee who is proven to have participated in any activity prohibited by this Article may be subject to immediate discipline or discharge as Manatee, in its sole discretion, deems appropriate. Any employee disciplined or discharged under Article 10 shall have no right to file a grievance under the grievance and arbitration procedures.

Section 2 - No Lock-Out

Manatee agrees that there shall be no lock-outs so long as this Agreement is in effect.

ARTICLE 11

Discipline and Discharge

Section 1 - Just Cause

Employees who have successfully completed their initial ninety (90) day probationary period shall not be subjected to discipline without just cause.

Section 2 - Progressive Discipline

Discipline shall be corrective and progressive in nature except, where in the sole judgment of Manatee, immediate action is required. In general, the sequence of discipline may be as follows based on the facts and circumstances of the particular matter at issue:

- a) oral counseling;
- b) ninety (90) day performance improvement plan ("PIP") (additional discipline may be administered simultaneously with the PIP);
- c) written reprimand;
- d) 2-day suspension without pay;
- e) 3-day suspension without pay; or
- f) discharge.

A PIP may be administered at Manatee's discretion if it believes the facts and circumstances warrant a PIP be implemented. If an employee is unable to meet the requirements of any PIP, then Manatee is entitled to take disciplinary action, up to and including termination of the employee's employment. Manatee agrees to provide a copy of any disciplinary decision to the employee and the Union. In determining the appropriateness of discipline, Manatee may consider the seriousness and frequency of offense(s), the employee's work performance, conduct and disciplinary record after August 2008, attendance record, and any other factor Manatee believes is relevant to fair and appropriate discipline.

Section 3 - Documentation of Discipline

Employee discipline shall be documented in writing and signed by the supervisor administering the discipline and the employee receiving the discipline. If the employee receiving the discipline refuses to sign the document, the supervisor may note that the

employee refused to sign it. The employee's signature shall indicate awareness of the discipline only. A copy of the disciplinary warning shall be given to the employee who is disciplined.

Section 4 – Disciplinary Investigation Period

During the time an employee is under investigation that could result in a disciplinary action greater than a suspension, the employee may be placed on leave until the discipline is imposed or the employee is cleared of the charge; if an employee is put on leave during this period it will be leave with pay.

Section 5 – Health and Safety

As set forth in the Head Start and Early Head Start Performance Standards, and in partnership with the Collective Bargaining Unit, it is the policy of Manatee that employees shall use positive methods of child guidance and shall not subject any child to corporal punishment, emotional or physical abuse, or humiliation. In addition, employees shall not employ methods of discipline that involve isolation, the use of food as punishment or reward, or the denial of basic needs. Upon receipt of an allegation of an employee violating this policy, Manatee will immediately place that employee on administrative leave with pay, conduct an internal investigation, and if that allegation is substantiated by Manatee, the employee will be terminated.

ARTICLE 12

Grievance and Arbitration

The following grievance and arbitration procedure shall be used to resolve disputes involving the interpretation or application of this Agreement.

Section 1 - Definitions

- A. A “grievance” is a dispute involving the interpretation or application of the specific and express provisions of this Agreement. Either the employee(s) or the Union on the employee(s) behalf may submit the grievance.
- B. A “grievant” is an employee or group of employees having the same grievance or the Union acting on behalf of an employee or group of employees. Employees who have not successfully completed their initial ninety (90) day new hire probationary period shall not have access to this grievance or arbitration procedure.
- C. The term "days" as used in this Article shall mean week days, Monday through Friday, except holidays observed by Manatee. The number of days indicated at each step shall be considered the maximum. The time limits specified in any step of this Article may be extended by the mutual, written consent of the Parties.

Section 2 - Procedures for Filing a Grievance

A. The Parties encourage grievances to be resolved at the lowest possible level. The employee having a grievance should, as a normal matter, discuss the matter with his/her immediate supervisor in an effort to resolve the grievance. This conversation shall be documented in writing and signed by both parties. This informal discussion does not toll the time period for filing a written grievance.

1. Step 1 – Human Resources Manager

An employee, or the Union on behalf of an employee, having a grievance that has been unable to resolve the grievance with his/her supervisor, shall, within ten (10) work days following the date of the meeting with his/her supervisor request using the Exhibit 1 form, a meeting with the Human Resources Manager. As soon as possible after receiving written notice, the Human Resources Manager shall schedule a meeting with only the grievant and, if the grievant requests, the center steward and/or the chief steward and/or a representative of the SEIU to take place within ten (10) work days of receipt of the grievance. The Human Resources Manager will recommend to the Executive Director who shall communicate a decision in writing to the Union Steward within ten (10) work days following the Step 1 meeting.

2. Step 2 –Grievance Settlement Meeting

If the grievance is not resolved at Step 1, the grievant shall present the grievance in writing on the form attached as **Exhibit 1** to the Executive Director setting forth the facts on which the grievance is based, the specific Policies and Procedures provision or Article(s) of the Agreement allegedly violated, the specific names of the employee(s) seeking relief in the grievance, and the remedy sought. If the grievance fails to meet these requirements, then the grievance will be automatically rejected. The Executive Director shall meet with the grievant and if the grievant requests, the center steward and/or the chief steward and/or a representative of the SEIU to take place within ten (10) work days of receipt of the grievance or at the next regularly scheduled labor/management meeting (discussed in Article 28).

3. Step 3 – Mediation

If the grievance is not resolved at Step 2, it may be submitted by the Union to mediation within ten (10) work days following the date of the decision at Step 2 by submitting a written request to mediate to the Executive Director. The party requesting mediation will submit to the Executive Director three proposed mediators. The Executive Director can either accept one of the proposed mediators or suggest up to three alternates.

Once a mediator is agreed upon by the parties, mediation will take place as soon as the mediator's schedule permits.

4. Step 4 - Arbitration

If the grievance is not resolved at Step 3, it may be submitted by the Union to final and binding arbitration within twenty (20) work days following the date of the decision at Step 3 by a written request to arbitrate to the Federal Mediation and Conciliation Services with a copy to the Executive Director. The Party requesting arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service within ten (10) days of the grievance being submitted to arbitration. Following receipt of that list, the Parties shall alternately strike names from the list and the last person remaining shall be the arbitrator. The grieving party shall strike first. If a party is not satisfied with the panel of arbitrators, then a second panel may be requested. The requesting party shall be responsible for the cost of obtaining the second panel.

- B. The arbitrator shall have the authority to interpret the terms of this Agreement and to render a decision on the grievance at issue based on a preponderance of the evidence and shall not have the authority to add to, delete from, ignore, amend or modify this Agreement. The fees and expenses of the arbitrator in all cases shall be paid fifty percent (50%) by Manatee and fifty percent (50%) by the Union. Each party shall be responsible for paying the expenses of its own representatives, court reporter fees, transcript costs, attorney and witness fees and expenses.

Section 3 - Time Limits

The failure of an employee or the Union on behalf of an employee to initiate or appeal a grievance within the above-described time limits shall be deemed a waiver of the grievance. The failure of Manatee to respond to a grievance within the time period allowed shall constitute a denial by Manatee of the grievance and the Union may proceed to process the grievance to the next level of the grievance process.

ARTICLE 13

Time Off Work

Manatee provides eligible employees with time off work in the form of vacation, sick leave, or unpaid leave.

Section 1 - Vacation Time and Accrual

All full-time employees will accrue and use vacation time in accordance with the guidelines as outlined in the current Manatee Personnel Policies & Procedures Manual.

Section 2 - Vacation Scheduling

All employees who work directly or indirectly with students and their families may take their vacation during school holidays. For all other employees, vacation leave must be requested at least fifteen (15) days in advance of the dates requested for use of vacation time, subject to approval by the employee's immediate supervisor and the Human Resources Manager. Seniority will be the primary factor in granting vacation time when two or more employees in the same classification and unit request the same time for use of vacation leave. Once a request for vacation leave has been approved, Manatee is not required to cancel the request due to a subsequent request by a more senior employee. An employee may not accumulate and carry over to the next calendar year more than two (2) weeks of earned, accrued vacation time. Any accumulated vacation time in excess of two (2) weeks shall be forfeited at the end of each calendar year. A regular employee who resigns in good standing after giving two weeks' notice is entitled to be paid for up to two (2) weeks of earned, but unused, accrued vacation time. Regular employees who discontinue employment for any other reason are not entitled to be paid for accrued vacation.

Section 3 - Paid Sick Leave

Regular full time employees are entitled to accrue sick leave on a prorated basis based on the number of hours actually worked in a pay period. Pay for periods not worked shall not result in accrued sick leave. The maximum rate of accrual shall be .05 for each hour paid. Sick leave may not be used until the employee has completed ninety (90) days of satisfactory service.

Section 4 - When Sick Leave is Permissible

Paid sick leave shall be allowed for the actual sickness of an employee, an employee's spouse or minor children residing with the employee, including necessary appointments with treating physicians, dentists or other professional health care providers. Documentation of all medical/dental appointments must be submitted with sick leave requests. If not submitted, then sick leave will not be approved. Paid sick leave shall be taken in one day increments only except for appointments after 3:00 p.m., documented morning fasting bloodwork, and for documented medical or health-related emergencies when an employee is called away from the workplace during working hours, or is otherwise ill while at work.

Section 5 - Sick Leave Procedures

If unplanned sickness occurs before the employee's scheduled shift, the employee should promptly report the anticipated absence to his/her immediate supervisor as far in advance as possible. Planned or scheduled use of sick leave, however, should be requested at least five (5) days in advance of the requested use of sick leave, subject to the approval of the employee's immediate supervisor. The maximum amount of sick pay that shall be paid for any one period of absence due to the sickness of an eligible employee not under a doctor's care is three consecutive workdays. A physician's

certification is required for absences of three (3) consecutive days or more, or where Manatee shows there is an attendance abuse by demonstrating that the employee is abusing his or her sick leave. Manatee may require an employee to obtain a physician's certification that the employee is capable of performing his/her essential job duties before allowing the employee to return to work following sick leave. The maximum amount of sick leave that may be accumulated is sixty (60) days (i.e., 480 hours). Sick leave requests for employees with accumulated sick leave must meet the same standards as set forth herein, i.e., the employee must be sick. When an employee exhausts his/her sick leave, there shall be no advancement or borrowing of any other type of leave. Notwithstanding the foregoing, accumulated sick leave shall not be paid to an employee upon termination of employment or resignation.

When an employee, out on approved FMLA leave exhausts his/her sick, vacation, and personal leave, the Executive Director may approve other employees to voluntarily donate their leave to the ill employee. Collective donations may be approved up to a total of 480 hours of paid leave for the ill employee. The donating employees may donate any type of leave they wish under the following criterion:

- a. Donating employee must maintain a minimum of 160 hours of accrued sick leave for their own use.
- b. Employees may donate up to a total of 40 hours of sick leave per year.

The employee who has been approved for FMLA is prohibited from personally soliciting donations. Instead, the employee shall request in writing, and give permission to the HR/Payroll Manager, to solicit to the staff on their behalf.

Section 6 - Family Medical Leave Act

Manatee will comply with the federal Family Medical Leave Act ("FMLA") which allows eligible employees who qualify under the law to receive unpaid leaves. An employee who is on leave under the FMLA must use accumulated paid sick leave and paid vacation leave while on FMLA leave.

Section 7 – Absenteeism

Absences over two (2) days not covered by sick leave, vacation time, unpaid excused leave or absence covered in Section 8 or 9 below, or FMLA leave may subject an employee to discipline up to and including termination.

Section 8 - Union Related Unpaid Leave of Absence

Once a year, Manatee agrees to grant an unpaid leave of absence to a total of up to three (3) employees to up take seven (7) work days off from work without pay to attend Union related conferences or programs. If any of the employees are in the same department, the days off must not coincide (unless the days are taken outside of the regular school year). If the employees are not in the same department, the days off may coincide. The Union shall provide Manatee with the names of these employees at

least fourteen (14) days in advance of the anticipated time off so that Manatee may ensure that the employees' work duties are covered in the employees' absence. MCAA retreat, Pre-service and the first forty-five (45) days of the student calendar will be excluded.

Section 9 - Employee Assistance Program

- A. Manatee currently maintains an Employee Assistance Program ("EAP") which it may modify or terminate at any time.
- B. Employees are entitled to participate in the EAP when eligible, based on the terms of the EAP. An employee's participation in the EAP is strictly confidential.
- C. An employee may be referred to the EAP by Manatee or self-referred. Self-referrals to the EAP must be scheduled during the employee's off time or through the use of sick and/or vacation leave. If Manatee observes declining job performance or irregular or disruptive behavior on the part of an employee, he/she may be required, as a condition of continued employment, to accept and complete a supervisory referral to the EAP. If an employee fails to accept and/or complete a supervisory referral to the EAP, the employee may be discharged for cause. Supervisory referrals to the EAP shall be scheduled outside of the employee's regularly scheduled work hours, except in the case of an emergency in which immediate referral is necessary to protect the health and safety of the employee or other employees.

ARTICLE 14

Bereavement Leave, Jury Duty and Witness Leave

Section 1 - Bereavement Leave

Employees will be paid their regular straight-time wages for eight (8) hours per day up to three work days due to the death of an immediate family member as defined in this policy. The bereavement leave may be taken to make funeral arrangements, attend a funeral and/or to take care of personal affairs normally associated with a death.

The term "immediate family" means wife, husband, son, daughter, mother, father, brother, sister, grandfather, grandmother, step relatives and in-laws, significant other, fiancé and roommate.

Bereavement leave will not be paid for Saturday or Sunday or any day on which holiday pay or vacation pay is paid.

- A. Employees who need to take time off due to a death of an immediate family member should notify his/her immediate supervisor as soon as possible and shall inform them of the expected date of return.

- B. The Executive Director may allow employees to use any available paid leave for additional time as necessary.
- C. Employees will continue to accrue vacation and sick leave time during the bereavement leave.
- D. Bereavement pay is calculated based on the employees' rate of pay at the time of the absence and the number of hours they would have been scheduled to work.
- E. Bereavement pay is not used in the calculation of overtime.

Section 2 - Jury Duty

All regular full-time employees who receive notice to report for jury duty should immediately submit a copy of the jury summons to the Human Resources Manager. Manatee will pay the difference between the employee's regular daily pay and the jury pay for up to twenty-one (21) work days of jury duty. In order to receive jury duty pay, the employee must furnish the Human Resources Manager with proof of the dates of jury duty and the amount of compensation received for jury duty (not to include miscellaneous expenses such as parking.) If necessary, additional days in excess of twenty-one (21) may be approved but no reimbursement will be provided.

Section 3 - Witness Leave

In the case of witness leave, the above jury duty policy in Section 2 of this Article applies, except that Manatee will not provide paid time off to an employee who serves as a witness in any court action or litigation where the employee or an immediate family member is directly involved either as plaintiff or defendant in the action, or when serving as a witness on behalf of the Union or another employee or former employee at an arbitration or court hearing.

ARTICLE 15

Out-of-Title Work

- A. Manatee retains its management right to require an employee to perform work as directed. In the event a qualified Teacher's Assistant is officially designated by the appropriate supervisor to perform the duties of a Teacher, where the minimum pay is more than the employee's regular pay, and actually performs such duties for a full work day, the employee shall receive, beginning on the first full work day, three dollars (\$3.00) an hour in additional pay or the entry level rate of a Teacher; whichever is greater.

- B. Employees being paid at a higher rate while temporarily filling a position in a higher classification will be returned to their regular rate of pay when the period of temporary assignment in the higher classification has ended.
- C. If an employee is required to temporarily work in a lower paying bargaining unit job classification, the employee shall receive his/her regular rate of pay, i.e., his or her pay will not be reduced during the temporary assignment.
- D. A qualified Teacher that performs the duties of an Education Coordinator (at sites where it's necessary to have a designated back-up) will be provided a stipend of fifty (.50) cents per hour during the tenure of the designation.

ARTICLE 16

Annual Performance Appraisal

Manatee shall complete a written appraisal of each bargaining unit employee at least once a year and each employee shall be advised in a conference of the result of his/her appraisal.

ARTICLE 17

Layoff and Recall

Section 1 - General

A layoff may occur at any Manatee organizational level, including but not limited to, any area, site, center, department, facility, location, program, service, job classification or group of job classifications or any combination thereof. It shall be within Manatee's management discretion to determine which organizational level will be subject to the layoff and to recall.

Section 2 - Notice of Layoff

Manatee shall comply with the provisions of the federal Workers' Adjustment and Retraining Act (WARN Act). In cases where the WARN Act does not apply, except in the case of an emergency that, in the sole judgment of Manatee, requires an immediate layoff, Manatee shall give at least twenty (20) calendar days' notice of a layoff to the Union and to each employee who is being laid off. Upon receipt of the Notice of Layoff, the Union may request a meeting with Manatee to discuss the layoff and make proposals to avoid a layoff, provided however, that the meeting shall not constitute a relinquishment of Manatee's management right to layoff, and shall not delay the date of the layoff. Manatee will make available upon request to any laid off employee information on any vacant Manatee positions. Manatee's making that information available is not a guarantee or promise of alternative employment for laid off employees.

Manatee shall provide a severance to laid-off employees if possible.

Section 3 - Layoff Considerations

The selection of employees for layoff will be decided by Manatee. In making this judgment, Manatee shall consider the following, when appropriate, in the following prioritized order:

1. Seniority;
2. Employee skill, training, knowledge, experience and attendance record;
and
3. Quality of the employee's work performance based on overall work record.

Section 4 - Recall

- A. A regular full-time employee who has been laid off has recall rights which expire at the end of one (1) year. An employee who has been laid off for less than one (1) year, who keeps Manatee advised in writing of his/her availability for recall, shall be recalled to the same or a similar position unless the employee does not meet the minimum qualifications of the position at the time of recall.
- B. Employees will be recalled in the reverse order of layoff. Recall to laid-off employees will be made by certified mail, return receipt requested, to the last address as shown in the Employer's records.
- C. Within seven (7) calendar days of the certified receipt date, laid-off employees must convey their intention of accepting the job by certified mail to Manatee's Human Resources Manager or forfeit their seniority and recall rights.
- D. Recall will be offered to laid-off employees who can perform all of the essential functions of and meet the qualifications of the job. A recalled employee must be available to return to work within two (2) weeks of receipt of a notification of recall. If the member is unable to return, due to a documented physical or mental condition, Manatee will proceed to the next person in line or post the position if no one else is on the recall list. A recalled person unable to return to work due to a documented physical or mental condition will be removed from the recall list until the individual notifies Manatee and provides documentation that he/she is able to perform all essential functions of the position. This process is only available during the recall period. Once the person provides Manatee appropriate notice and documentation of ability to return to work they will be placed back on the recall list based on reverse order.
- E. Upon recall to fill vacancies in their laid-off classification, employees shall receive the same hourly rate they held at the time of layoff and, in addition, any negotiated increase that may be applicable.

- F. No probationary period will be required for recall to the position held at the time of a Reduction in Force (RIF). Recalled employees will serve a ninety (90) day probationary period if recalled to a position not previously held.

Section 5 - Benefits During Layoff

Within the provisions of the law, laid off employees shall receive no pay or benefits during layoff, but employees laid off and subsequently recalled within one (1) year from the date of layoff shall be credited with the years of service accumulated at the time of layoff solely for the purpose of calculating paid time off and seniority. An employee, however, shall not accrue paid time off or any other benefit of employment during any period of layoff.

Section 6 - Grievance/Arbitration Procedures Pertaining to Layoff and/or Recall

Manatee's decision to layoff and/or recall is a management right and not subject to the grievance and arbitration procedures set forth in Article 12 of this Agreement. Manatee's selection of specific employees for layoff or recall is subject to review during a labor/management settlement meeting.

ARTICLE 18

Wages

Employees will receive any scheduled COLA or other designated, authorized increase over the life of this Agreement that may have been increased, awarded, or mandated by the Florida Legislature or Head Start. Payment of such increase shall be retroactive to the date of approval by the approving authority.

In years when Manatee is notified that there will not be a Cost of Living Increase for employees, upon such notification, this agreement will reopen for the sole purpose of negotiating two (2) articles. In years when Manatee is notified that a Cost of Living Increase has been approved, it shall notify the Union. All other provisions in this agreement shall remain in full effect.

ARTICLE 19

Hours of Work, Overtime and Breaks

Section 1 - Normal Hours of Work

- A. The normal work week will consist of forty (40) hours per week of five (5) consecutive days, Monday through Friday. The normal workday will be eight (8) hours. Manatee may modify the normal workday or work week for any or all employees at any time in any way with two (2) weeks notice to the employees when possible.

- B. Normally, employees shall receive two (2) paid fifteen (15) minute breaks during the workday and an unpaid one (1) hour lunch break. If the employee works during his/her regularly scheduled break or lunch period, the employee will be scheduled to take additional break time prior to the end of his/her shift or will be given additional break time equal to the missed time on a subsequent day in the same week.

Section 2 - Overtime Pay

- A. Manatee shall pay overtime to employees covered by this Agreement in accordance with the requirements of the federal Fair Labor Standards Act and/or applicable Florida law. There shall be no guarantee of overtime hours. All overtime work must have the prior approval of an appropriate supervisor.
- B. If overtime is authorized, the following shall apply:
1. Overtime pay is calculated at one and one-half (1-1/2) times the employee's regular hourly rate.
 2. Overtime pay shall be paid when an employee actually works more than forty (40) hours in the work week. By way of example, but not limitation, time spent on paid breaks, vacation, holiday, military leave, sick leave, or jury/witness duty shall not be considered hours "actually worked" for purposes of overtime.
 3. Manatee may require any employee to work additional hours at any time when, in Manatee's sole judgment, the additional work is necessary.
 4. No employee shall have his or her regular hours of work changed in order to offset the payment of overtime.

ARTICLE 20

Tuition Reimbursement

Manatee encourages its employees to pursue education that is required in order for the employee to maintain his or her position with Manatee. To qualify the employee must:

1. Have completed his/her initial new employee probationary period and be in good standing;
2. Be enrolled in a CDA college or university in a program that meets the requirements of the Head Start Act Article 648a or is required by Manatee or is a licensing requirement.

Tuition assistance will be granted as follows:

1. The employee must first apply for federal and/or grant funds (i.e. Pell Grant) and supply proof of qualification or not.

Reimbursement will be provided by Manatee as follows:

1. up to 15 credit hours per calendar year for courses taken at a state college of Florida if employee is pursuing an AA degree;
2. up to 15 credit hours per calendar year for courses taken at the University of South Florida if employee is pursuing a BA degree;
3. Textbooks will be reimbursed up to \$75.00 per course.

With the exception of special circumstances, tuition will be reimbursed upon completion of the course and proof of a grade of "C" or better. In a special circumstance and with approval of the Executive Director, tuition may be paid in advance as long as employees sign an agreement stating that the full amount granted will be repaid, or deducted from employee's pay, if the employee withdraws for the class or does not achieve at least a grade of "C."

ARTICLE 21

Job Descriptions, Vacancies and Transfers

Section 1 - Job Descriptions

A. Manatee maintains descriptions for bargaining unit job classifications which it may modify at any time within reason. Manatee shall provide employees with a copy of the job description for his/her position, on request. Job descriptions generally describe the essential duties of a position, but employees are expected to do whatever is required to get the job done whether or not all of the essential duties are included in the written job description.

B. Whenever Manatee finds it necessary to hire a new employee at more than the established entry level rate for any classification, Manatee shall increase the level of pay for all current employees who fall below the new rate to the higher entry level rate.

Section 2 - Vacancies

Vacancies in Bargaining Unit positions shall be posted internally and advertised to the public simultaneously by the Human Resources Manager. Manatee may, before a position is filled, temporarily transfer a qualified employee to the vacant position until the position can be filled in accordance with the requirements of this Article.

Section 3 - Transfers

Manatee may, in its sole discretion, reasonably transfer an employee ~~from one job to another or~~ from one location to another. Three days prior to the transfer, Manatee will meet with the employee being transferred to provide the reason for the transfer unless the transfer is occurring due to an emergency. The employee is entitled to request Union representation during this meeting.

Section 4 - Employee Transfer Request Procedure

An employee who has satisfactorily completed the new hire probationary period, worked in his or her current position for a period of twelve (12) months and is in good standing may request in writing to an immediate supervisor a transfer to an equivalent and vacant bargaining unit position. To qualify for a transfer, the employee must be fully qualified to perform the work of the vacant position. Manatee has it within its discretion to grant or deny any transfer request.

ARTICLE 22

Holidays

Section 1 - Paid Holidays

Manatee employees shall receive the following paid Holidays per Calendar Year:

Christmas Eve	Christmas Day	New Year's Day
MLK Day	President's Day	Good Friday
Memorial Day	Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Labor Day	July 4 th

Two (2) Personal Days

Manatee's paid holidays will generally be the same holidays that are approved by the Manatee County School Board. If a holiday falls on a Saturday or a Sunday, it may be observed on the following Monday or the preceding Friday at Manatee's option. To the extent that Manatee's Board approves any paid days off beyond the terms of this Section 1, then Manatee agrees to provide that additional benefit to the employees of the bargaining unit.

With respect to the two personal days per calendar year, all new hires must be employed for ninety (90) days before becoming eligible to take a paid personal day. If a new hire commences employment on or after April 1, then the new hire is entitled to only one (1) paid personal day for the remainder of that calendar year.

Section 2 - Holiday Pay Procedure

Regular full-time employees eligible for holiday pay shall be paid one day's pay at their regular rate of pay. To receive holiday pay, an employee must actually work the employee's scheduled shift the day before and the day after the holiday unless the employee has a prior approved request for paid leave or a doctor's note. If an employee is scheduled to work and works on a holiday, he/she will be paid at his/her regular rate of pay for each hour worked in addition to the holiday pay.

ARTICLE 23

Seniority

Manatee agrees to consider seniority but only as expressly set forth in this Agreement. Seniority shall be a factor in granting a request for vacation time or an unpaid leave of absence as specified above. Seniority shall be a consideration in layoffs and recalls as specified above. Seniority is defined as the employee's total length of service with Manatee. Seniority will accrue following the employee's successful completion of his/her initial probationary period and will be retroactive to his/her date of hire. Seniority shall continue to accrue during any sick leave, vacation leave or other approved leave of absence. Seniority, however, will be forfeited in the case of resignation, retirement, termination, failure to report to work following a leave of absence, unauthorized leave of absence, or layoff in excess of one year.

ARTICLE 24

Employee Benefits

- A. Manatee currently provides group health coverage and a retirement plan to eligible employees covered by this Agreement. Manatee maintains all Employee Benefit plan documents, which upon request will be made available to employees and the Union.
- B. Group Health Plan - Manatee is currently making a group health plan available to regular full-time employees which it may, in its sole discretion, modify or terminate at any time. Manatee agrees to attempt to not reduce its currently established fixed dollar amount contribution toward the cost of group health care during the term of this Agreement. If, however, circumstances require Manatee to reduce its fixed dollar contribution during the term of this Agreement, it will promptly notify the Union to reopen Article 24, Section A, to discuss the proposed reduction. Nothing herein prohibits Manatee from increasing the level of its employees' contributions to the plan and/or reducing the level or types of benefits provided by the plan.
- C. Retirement Plan - Manatee may continue, in its sole discretion, making contributions into a retirement plan during the term of this Agreement. Manatee may, in its sole discretion, modify, amend or terminate the retirement plan at any

time. Manatee shall give the Union at least fifteen (15) days' notice of any modification or amendment of the retirement plan and Manatee shall, on request, meet with the Union to discuss any such changes.

ARTICLE 25

Uniforms

Manatee may require an employee to wear a special uniform or uniform item, i.e., protective boots or gloves, as a condition of continued employment. If Manatee requires an employee to wear a special uniform or uniform item, (other than traditional business or business casual attire) it shall be furnished by Manatee in accordance with past practice and procedure and maintained by the employee. If an employee loses (regardless of fault) or intentionally or negligently damages a uniform or uniform item, then the employee shall pay the entire cost of a substitute uniform or uniform item. The employees shall be required to wear the uniform or uniform items in the manner directed by Manatee. Employees shall return to Manatee any uniform or uniform item paid by Manatee or provided by Manatee upon resignation or termination of employment. The failure to return any uniform or uniform item may result in the withholding of sufficient funds from the employee's final paycheck to satisfy the actual costs of the uniform or uniform item(s). If an employee pays for a uniform and chooses to retain that uniform after leaving employment with Manatee, then for safety and security reasons, that employee must agree to not wear the uniform in public in a manner that creates an impression that the former employee is employed by or is otherwise representing Manatee.

ARTICLE 26

Bulletin Boards

Manatee agrees to provide appropriate bulletin board space for use by the Union. The Union shall obtain the advance permission of the Human Resource Manager for any notice it intends to post on the designated bulletin board.

ARTICLE 27

Dues Check-off

Section 1 - Deductions of Union Dues and Fees

- A. During the term of this Agreement, Manatee agrees to deduct Union membership dues and initiation fees, if any, in an amount or percentage established by the Union, from the pay of employees in the bargaining unit who make such request in writing on an appropriate check-off authorization form.
- B. Deductions will begin on the first pay period following Manatee's receipt of the authorization form. The Union shall promptly advise Manatee of any increase in

dues. Manatee shall remit the deductions to the Union in a prompt and reasonable manner.

- C. For each Employee that submits an authorization form for a voluntary contribution to the Union's Committee on Political Action (COPE), the Employer shall withhold such deduction/contribution from the Employee's wages. The Employer will forward said deductions according to the pay schedule and will provide the Union with a list of the names of Employees making contributions to COPE, and union dues, and the amount of the contributions deducted for each Employee.
- D. This Article, however, applies only to the deduction of Union membership dues or initiation fees and/or COPE contributions, if any, and shall not apply to the collection of any fines.

Section 2 - Insufficient Pay for Deduction

In the event an employee's earnings within any pay period, after deduction for federal withholding taxes, social security, retirement, health insurance, and other legally required deductions, are not sufficient to cover Union dues, no dues shall be deducted.

Section 3 - Indemnification

- A. The Union shall indemnify, defend and hold Manatee, its officers, officials, agents, and employees, harmless against any claim, demand, suit or liability (monetary or equitable) and for all legal costs and attorney's fees arising from any action taken or not taken by Manatee, its officials, agents and employees in complying with Article 27.
- B. The Union shall promptly refund to Manatee any funds received in accordance with this Article which are in excess of the amount of dues which Manatee has agreed to deduct.

Section 4 - Dues Check-off Authorization Form

- A. Employees who wish to initiate dues deduction shall use the Dues Check-off Authorization form, supplied by the Union.
- B. The Dues Check-off Authorization form shall contain at least the following information:
 - 1. First and Last Name of the employee
 - 2. Employee Payroll Number (if applicable)
 - 3. Social Security Number (last four digits)
 - 4. Work Address and Telephone Number.

- C. The form submitted to Manatee's payroll office shall have the original signature of the authorizing bargaining unit employee.
- D. Manatee shall not deduct dues from the payroll of any employee who has not completed and submitted a Dues Check-off Authorization form.
- E. Manatee shall provide the Union with a list of all employees assigned to positions covered by this collective bargaining agreement every six (6) months. The list shall include the employee's full name and job title. The Union will not share this information with any third party.

Section 5 – Maintenance of Membership

Upon receipt of a written authorization from the employee, MCAA shall deduct from the employee's wages an amount equal to monthly Union membership dues which shall be deducted each pay period, regardless of an employee's membership status, and remitted to the Union. Once authorized, payroll check-off shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter except that authorization may be withdrawn by sending a written notice, with original signature, to both the Union and the employer during the period of thirty (30) days immediately preceding the annual anniversary date of the employee's authorization.

ARTICLE 28

Labor Management Committee

- A. The Labor Management Committee shall consist of five (5) non-bargaining unit members appointed by Manatee and five (5) bargaining unit members appointed by the Union.
- B. The purpose of the committee is to study and discuss constructive solutions to problems and/or issues that may arise from time to time in the workplace. All recommendations concerning resolution of any such problems and/or issues shall be made in writing and presented to the Executive Director and the Human Resources Manager.
- C. Labor/Management meetings shall occur quarterly, unless otherwise agreed to by the Parties. If the meeting occurs, an SEIU representative shall attend at the request of either party. Compensation of Union employees in attendance will be pursuant to the terms of this Agreement.

ARTICLE 29

Entire Agreement

- A. This Agreement, upon ratification, supersedes and cancels any and all prior Agreements or understandings, whether written or oral, and constitutes the complete and entire Agreement between the parties.

- B. It is agreed that this Agreement contains the full and complete Agreement on all subjects about which the Parties bargained or could have bargained. Each Party had the opportunity to make demands and proposals with respect to any appropriate subject of bargaining. Neither Party shall be required during the term of this Agreement to negotiate or bargain about any issue that is not expressly contained in this Agreement, except as provided for in Articles 18 and 24.

ARTICLE 30

Saving Clause

If any provision of this Agreement is in violation of the laws or regulations of the United States of America and/or the State of Florida, then such provision shall not be applicable, performed or enforced, but the remaining provisions or portions of this Agreement shall remain in full force and effect for the term of the Agreement.

ARTICLE 31

Duration

This Agreement shall be effective as of October 15, 2016 and shall remain in full force and effect up to and until 11:59 p.m. on October 14, 2018. Should either party desire to terminate, change or modify this Agreement or any portion thereof, it shall notify the other party in writing ninety (90) days prior to the expiration date. If neither party gives notice to the other party as provided herein, this Agreement shall terminate on October 14, 2018.

- Signature Page Follows -

IN WITNESS WHEREOF, the Parties have set their signatures on the date shown.

**MANATEE COMMUNITY ACTION
AGENCY, INC.**

Chairman of the Board

Executive Director

Print Name

BARBARA J. PATTEN

Print Name

Date

Date

**SERVICE EMPLOYEES INTERNATIONAL
Florida Public Services Union**

Chief Negotiator

Union Member Witness

Print Name

Print Name

Date

Date

APPENDIX "A"

UNIT A:

Teacher

Teacher Assistant

Family Advocate

UNIT B:

Custodian/Maintenance Technician

Administrative Assistants (excluding Confidential Administrative Assistant)

Data Entry Clerk

Food Transporter/Cook

Kitchen Worker

*

EXHIBIT 1
Grievance

Note: All Grievance (whether Individual or Class) under the Collective Bargaining Agreement must be submitted on this form to Manatee's Executive Director only after the Grievant has exhausted all steps in the grievance procedure prior to filing a written grievance.

Name and Job Title of Employee(s) _____
filing the grievance: _____
(All Names of Grievants Must be Identified, no matter whether the grievance is individual or class)

Date the event occurred: _____

Provision or provisions of the Collective Bargaining Agreement allegedly violated: _____

Explain in detail exactly what happened, when it happened, where it took place, and identify the witness or witnesses: _____

Identify the manager/supervisor who allegedly violated your rights under the Collective Bargaining Agreement: _____

Date: _____

Grievant Signature (additional grievants must sign further below by printing their name, and signing beside the printed name.

(Please Print Name): _____

Date: _____

Union Steward Signature
(Please Print Name): _____

By signing this Grievance, the Grievant and the Union Steward certify that the Grievant(s) has/have exhausted all grievance steps as required by the Collective Bargaining Agreement. Failure of the Grievant(s) to sign their names or otherwise fully complete this Form may cause the grievance to be rejected per the terms of the CBA.