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#### Contract Database Metadata Elements

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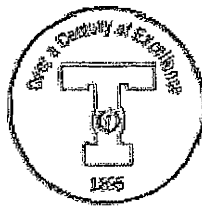
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# **TONAWANDA CITY SCHOOL DISTRICT**

**AND**

## **SERVICE EMPLOYEE INTERNATIONAL UNION AFL-CIO LOCAL 200**

**July 1, 2015 through June 30, 2020**



**ORIGINAL**

## TABLE OF CONTENTS

		<u>Page</u>
<b>Article 1</b>	<b>Recognition</b>	
1.01	Recognition	1
1.02	Union Rights	1
1.03	Agency Fee	2
<b>Article 2</b>	<b>Legal Effect</b>	
2.01	Legislative Approval - Required Statement	2
2.02	Severability	2
2.03	Renegotiation	2
<b>Article 3</b>	<b>Salaries</b>	
3.01	Salary Schedule	2
3.02	NYS Employees Retirement	3
3.03	Payroll Deductions	3
3.04	Separate Checks	3
3.05	Tax-Sheltered Annuity	3
<b>Article 4</b>	<b>Health Insurance</b>	
4.01	Plans Offered, Co-payments	3
4.02	Alternative Plan	5
4.03	Non-Duplication Rules	6
4.04	Retirees and Excessed Employees	6
4.05	Retirement Cash-out	7
4.06	Health Insurance Waiver	7
4.07	Vision, Dental and Disability Coverage	7
<b>Article 5</b>	<b>Holiday Schedule</b>	
5.01	Holiday Schedule	8
<b>Article 6</b>	<b>Benefits</b>	
6.01	Sick Leave	9
6.02	Sick Leave Accumulation	9
6.03	Personal Leave	10
6.04	Uniform Allowance	11
<b>Article 7</b>	<b>Worker's Compensation and Sick Leave Incentive</b>	
7.01	Worker's Compensation	11
7.02	Sick Leave Incentive	12

<b>Article 8</b>	<b>Other Leaves</b>	
8.01	Jury and Witness Service	12
8.02	Child Rearing Leave	12
8.03	Vacation	13
8.04	Carry over	13
8.05	Vacation Procedure / Pro-ration of Vacation	14
8.06	Scheduling	15
8.07	Bereavement Leave	16
<b>Article 9</b>	<b>Workday and Workweek</b>	
9.01	Definition of Part-Time Cleaner	16
9.02	Seniority	17
<b>Article 10</b>	<b>Vacancies</b>	
10.01	Posting of Vacancies	18
10.02	New Positions	18
10.03	Vacation Payment on Layoff	19
10.04	Additional Hours	19
<b>Article 11</b>	<b>Employer's Rights Clause</b>	
11.01	Employer's Rights Clause	19
<b>Article 12</b>	<b>Discipline and Discharge</b>	
12.01	Procedure	19
<b>Article 13</b>	<b>Grievance-Arbitration Procedure</b>	
13.01	Waiver	20
13.02	Definition of Grievance	20
13.03	Time Limits	20
13.04	Union Rights	20
13.05	Grievance Procedure	20
<b>Article 14</b>	<b>Subcontracting</b>	
14.01	Sub-Contracting of Work	21
<b>Article 15</b>	<b>Time Recording System</b>	
15.01	Time Recording System	21
<b>Article 16</b>	<b>Termination and Negotiations</b>	
16.01	Termination Date of Agreement	22
16.02	Negotiations for a Successor Agreement	22
<b>APPENDIX A</b>	<b>Job Description</b>	23

<b>APPENDIX B</b>	<b>Grievance Form</b>	<b>24</b>
<b>APPENDIX C</b>	<b>Leave Request Application</b>	<b>26</b>

## ARTICLE 1 RECOGNITION

### 1.01        Recognition

The District recognizes the Service Employee International Union AFL-CIO Local 200 as the exclusive bargaining unit for all full time and part-time cleaners of the Tonawanda City School District for the purpose of collective negotiations with respect to wages, hours and other terms and conditions of employment. The District hereby extends unchallenged representation status to said union for the maximum period allowed by Law.

### 1.02        Union Rights

The District shall deduct bi-weekly from the wages of each employee represented by the bargaining unit and remit monthly to the Association or to its designated representative regular membership dues for those employees authorizing such deductions after the employee has completed the attached SEIU application and dues deduction authorization form. The District shall also deduct the initiation fee directly from the employee's payroll in five (\$5.00) dollar increments until the entire initiation fee of twenty (\$20.00) dollars has been paid and this will be remitted monthly along with the membership dues.

The Union shall hold harmless the District from any claims or other forms of liability that may arise as a result of the District's wage deductions under this Article.

The District shall provide the Union President/Chair with an up-to-date list of all employees, including their job titles, etc., who are represented by the Union by no later than September 1<sup>st</sup> each year. With respect to any new hires or terminations, whether voluntary or not, the District will notify the Union of any changes in job titles, new employees, and terminated, transferred or reinstated employees within three (3) business days of any such action. Any requests for information from the local Union President/Chair shall be in writing, electronically or otherwise, to the Director of Business and Finance who shall respond within five (5) business days. Employees may otherwise send written requests for information to the Business office.

The union may be permitted to use District facilities for purposes of membership meetings not to exceed one (1) hour in duration and no more than five (5) times per year. The union shall provide the Director of Facilities seventy-two (72) hours' notice prior to conducting such meeting. Nothing herein shall prevent the union from requesting additional days for meetings in the event of an emergency. Employees are expected to complete their duties after the conclusion of any meeting without the payment of any overtime.

Any present or future employee represented by the Union who is not a Union member and who does not make application for membership by the first day of his/her employment or who does not become a member of the Union by the first day of his/her employment shall have deducted from his/her wage an amount equivalent to the dues levied by the Union. The District shall make such deductions and transmit the sums so deducted to the Union.

## **ARTICLE 2**

### **REQUIRED STATEMENT**

2.01 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

2.02 Should any Article, Section or portion thereof of said Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision; the remaining Articles and Sections of the Agreement shall not be affected by said decision.

2.03 If a determination or decision is made as per Section 2.02 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

## **ARTICLE 3**

### **SALARIES**

#### **3.01 Salaries**

3.01.1 All employees shall receive an increase of two \$ .35/hr for employees earning more than \$10.00/hr and \$.33/hr for employees earning less than \$10.00/hr for 2015-2016; three percent for 2016-2017; three percent for 2017-2018; three percent for 2018-2019; and three percent for 2019-2020.

3.01.2 For all employees hired after June 30, 2015, they shall be paid a starting rate according to the following schedule:

2015-16	2016-17	2017-18	2018-19	2019-20
\$9.15	\$9.40	\$9.65	\$9.90	\$10.20

3.01.3 Upon completion of nine (9) months of employment, the individual will receive the pro rata increase set forth in Section 3.01.1 above as it applies to other employees. [For purposes of an example, if an employee was hired on January 15, 2004, the employee would receive the hiring rate as of that date. All increases after the hiring date would then occur on July 1. Therefore, the individual's first increase would occur on October 15, 2004 (pro-rata through July). The individual's first full increase would occur on July, 1, 2005.]

3.02 New York State Employees Retirement

The 75I Career Retirement Plan shall be effective for eligible employees. For all employees with at least ten (10) years of service to the District, any unused sick days at the time of retirement shall be credited for retirement purposes up to a maximum of one hundred sixty five (165) days as service time in Tonawanda by the New York State Employees Retirement System (41J).

3.03 Payroll Deductions

It is agreed that payroll deductions will be made for contributions to COPE, the United Way of the Tonawanda's and for savings or payments of loans to the Tonawanda School Employees Federal Credit Union and to Tax Deferred Annuities. All deductions will be submitted to the payroll department the District for implementation.

3.04 Separate Checks

Any retroactive payments will be made to employees by separate check.

3.05 Tax-Sheltered Annuity

The District agrees to enter into a tax-sheltered annuity arrangement with the staff to secure tax advantages of Section 403(b) of the Internal Revenue Code. Such applications and payment thereof will be forwarded to the companies selected by the employees at intervals agreed upon between the District and the said companies. Twelve month employees have annuity deductions taken all 26 pay periods. The annuity contracts must be submitted to the payroll department to be effective the second (2<sup>nd</sup>) pay period thereafter.

**ARTICLE 4**  
**HEALTH INSURANCE**

4.01 For those employees hired before July 1, 1993, the District shall provide the cost for the least expensive HMO available in the District at the rate in effect on July 1 as follows:



	Medical		Dental	
	Employee	Employer	Employee	Employer
5-hr. shift	20%	80%	50%	50%
6-hr. shift	20%	80%	40%	60%
7-hr. shift	15%	85%	30%	70%
8-hr. shift	10%	90%	17%	83%

For those employees hired on or after July 1, 1993, the District shall provide the cost for the least expensive HMO available in the District at the rate in effect on July 1 as follows:

	Medical		Dental	
	Employee	Employer	Employee	Employer
5-hr. shift	30%	70%	50%	50%
6-hr. shift	30 %	70%	40%	60%
7-hr. shift	15 %	85%	30%	70%
8-hr. shift	10 %	90%	17%	83%

Such employee contribution percentages will be effective at the beginning of the last benefit plan year (i.e., July 1st).

For those employees hired on or after July 1, 2015, the District shall provide the cost for the least expensive HMO available in the District at the rate in effect on July 1 as follows:

	Medical		Dental	
	Employee	Employer	Employee	Employer
5-hr. shift	34%	66%	54%	46%
6-hr. shift	34 %	66%	44%	56%
7-hr. shift	19 %	81%	34%	66%
8-hr. shift	14 %	86%	24%	76%

Such employee contribution percentages will be effective at the beginning of the last benefit plan year (i.e., July 1st).

4.01.1 Such payment shall be for each subsequent year. Any increases in the rate after that date until the succeeding fiscal year shall be borne by the employee. [For purposes of an example, in the event of an increase in the health insurance premium on January 1, 2011, the District would pick up the additional premium costs on the percentage basis listed above effective July 1, 2011. For an employee hired prior to July 1, 1993, who was an eight (8) hour

employee, the District would pay for ninety percent (90%) of that increase effective July 1, 2011 while the employee would pay ten percent (10%).] It shall be the obligation of employees to make all additional payments above and beyond the amount set forth for the insurance to any other insurance company through payroll.

4.01.2 The District and the employees recognize that there may be changes to the insurance policies in effect as a result of modifications by the insurance company. The District and the employees agree to meet to negotiate the impact of any such changes and to negotiate possible alternatives to any insurance coverage. In the event that changes occur as a result of the actions of the insurance company, the District will notify the employees of such changes as soon as possible. The District shall not, however, be responsible for changes in health insurance products offered by any insurance company, including but not limited to any changes in co-pays, deductibles and/or specific coverages. In the event of a change in insurance companies throughout the District, such changes shall also be made effective with respect to the employees provided that substantially equivalent coverage is maintained. No grievances shall be entertained in the event of a change of coverages and same shall not be considered a level of benefit for which reimbursement shall be sought from the District. All increases by the employees shall be calculated at the percentage set forth in 4.01.

(i) When both husband and wife are employees of the District and eligible for insurance, they will be granted one (1) family or two (2) single coverages at the option of the District.

(ii) When both husband and wife are employees of the District and eligible for insurance, and there are no other dependents, they will be granted one (1) family or two (2) single coverages at the option of the District.

4.01.3 The District shall fund a HRA at contribution levels of \$1000 for single plans and \$2000 for family plans per year. Any unused funds in the individual's HRA at the end of the year shall remain in the plan for use in future years and shall be portable in the event of a voluntary resignation or retirement, except same shall not be portable in the event of termination or resignation/retirement in lieu of and/or settlement of any disciplinary action.

4.02 If an employee opts to choose an alternative plan offered by the District, it shall be the obligation of employee to make all additional payments above and beyond the amount set forth for the insurance to any other insurance plan (i.e., Encompass C) through payroll.

4.02.1 The District and Union members recognize that there may be changes to the insurance policies in effect as a result of modifications by the insurance company. The District and the Union agree to meet to negotiate the impact of any such changes and to negotiate possible alternatives to any insurance coverage. In the event that changes occur as a result of the actions of the insurance company, the District will notify the Union representative of such

changes as soon as possible. The District shall not, however, be responsible for changes in health insurance products offered by any insurance company, including but not limited to any changes in co-pays, deductibles and/or specific coverages. No grievances shall be entertained in the event of any change in coverages and same shall not be considered a level of benefit for which reimbursement shall be sought from the District.

4.02.2 Upon hiring, employees shall acknowledge in writing all offers of health insurance coverage through the District. Current employees shall also acknowledge an offer of health insurance coverage on forms prepared by the District. Employees also agree not to seek coverage through any marketplace or exchange outside of the District if they have been offered coverage through a District plan.

4.02.3 The parties agree to reopen negotiations with respect to health insurance in the event that the health insurance plan no longer complies with any State or Federal laws, rules, and/or regulations.

#### 4.03 Non-Duplication Rules

4.03.1 An employee who was not enrolled in the District's Group Health plan as of July 1<sup>st</sup> shall not be entitled to enroll in the District's Group Health Plan if the employee is otherwise covered by any group insurance plan, whether as the insured or a dependent of the insured. The term "covered" shall mean that the employee is considered by the insuring agent to be eligible for health insurance benefits as provided in its plan. The employee shall have the option to select enrollment in the District's Group Health Plan on July 1<sup>st</sup> of any year for the balance of the year, providing the employee has rejected coverage under the other health insurance plan.

4.03.2 No employee shall be entitled to cover a dependent or spouse by the District's Group Health Plan if said dependent or spouse is otherwise enrolled in any other Group Health Insurance Plan.

4.03.3 An employee enrolled in the District's Group Health Plan whose entitlement to enroll is affected by changed circumstances occurring on or after July 1<sup>st</sup>, shall have continued enrollment as governed by the provisions of the insuring agreement.

4.03.4 The District may, but shall not be required to, except as otherwise specifically required by this Agreement, pay the premiums to maintain the Group Health Insurance benefits in effect for any employee during an unpaid leave of absence.

#### 4.04 Retirees and Excessed Employees

Retirees and employees excessed and on the preferred eligible list shall be permitted to continue in the District's Group Health Insurance Program at their own expense provided they have no other equivalent group coverage.

4.05      Retirement

Upon retirement, provided the employee has five (5) years of service in the District, the school district will pay the employee \$25.00 per day cash out for sick leave accumulation over fifty days to a maximum of \$2,500.00, or at the employee's option apply toward the payment of premiums in the District's Group Health Plan to a maximum of \$2,500.00.

4.06      In the event two (2) or more members of the bargaining unit opt to not participate in the medical coverage through the District group health plans, such employees shall receive an annual stipend pursuant to the following schedule:

	Family	Single
8 hour employee	\$900	\$450
7 hour employee	\$700	\$350
6 hour employee	\$600	\$300
5 hour employee	\$500	\$250

In the event that both the husband and wife are employees of the District, and if one is eligible for and participates in the District group health plan, the other spouse shall be entitled to payment on a single basis under this provision, but such individual shall not count toward the limits set forth above. In the event both spouses elect not to participate in the health insurance plan, there shall be one family payment under this section based upon the maximum number of hours of the employee/spouse in this bargaining unit and the employees shall not be entitled to any other payment under any other collective bargaining agreement in the District.

These payments are to be made for persons who remain off the District's medical coverage for an entire benefit plan year. Persons needing to re-enroll in the District's medical program/group health plan will be eligible to re-enroll upon written notice to the District consistent with the requirements of the applicable insurance carrier. Persons re-enrolling after waiving coverage will not be entitled to a waiver payment for any year or partial year in which they re-enroll in the plan.

The individual opting out of coverage must prove to the satisfaction of the District that there is other medical coverage available to the employee prior to allowing the employee not to participate under the District's group health plan.

4.06.1      Employees who opt out of coverage shall not be entitled to seek health insurance coverage through a health insurance marketplace or exchange, whether under a governmental program or not, and be entitled to the payment set forth herein.

4.07      The District will contribute up to the sum of Ninety Dollars (\$90) per year for a

family plan and Thirty-Six Dollars (\$36) per year for a single plan for vision coverage. Such coverage may be bundled with other coverages through the SEBF insurance program. Any cost above this payment shall remain the responsibility of the member through payroll deduction.

4.07.1 The District will contribute toward an employee dental plan pursuant to the percentages set forth in Section 4.01 herein based upon the rates of the dental plan currently in existence throughout the District. In the event the employee chooses another dental plan, the District's payment obligation shall not exceed the applicable percentage of the District's plan. [Example: The District uses Delta Dental Plan at a cost of \$60.00/month for a family plan. An eligible post-1993 six-hour shift employee would contribute 40% of that monthly cost with the District paying 60%. If the employee chose a less expensive plan through another fund, such as the SEBF Dental Plan, the District's contribution would not exceed the lesser of 60% of the SEBF Dental Plan or the District Delta Dental Plan. If the plan chosen by the employee costs \$90.00/month, the District would be responsible for 60% of the cost of the Delta Dental Plan, or \$36.00/ month.] Any cost above this payment shall be the responsibility of the member through payroll deduction.

## **ARTICLE 5 HOLIDAY SCHEDULE**

5.01 All cleaners will observe the following schedule to be arranged and consistent with the adopted school calendar. This holiday schedule will include sixteen (16) paid days:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Monday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Day after Christmas
	New Year's Eve

5.01.1 Cleaners will be paid for up to five (5) snow days in the event of school closings due to inclement weather.

5.01.2 In order to be paid for a holiday, the employee must work the work day immediately before and the work day immediately after the scheduled holiday except that an employee may use a vacation day either immediately prior to or after a scheduled holiday with the prior approval of the Director of Facilities or his designee. In case of absence due to illness, provided that the employee has accumulated sick leave available, payment shall be provided upon verification of the illness by a physician which must be submitted to the district upon the employee's return to work.

\*All holidays are subject to the School Calendar.

5.0.2 As part of the total of sixteen (16) days, all twelve month full time employees shall be entitled to either the day before or the day after Independence Day as a paid holiday with the selection of same to be determined by the District to ensure that sufficient coverage exists for summer school and related activities. [Example: July 4 falls on a Monday and summer school starts on Tuesday, July 5. Employees will have Friday July 1 off with pay.]

5.03: Provided that the District is able to meet the one-hundred eighty (180) state aid-able days by May 10<sup>th</sup>, the Friday prior to Memorial Day Weekend shall be a non-school-paid holiday for all CSEIA employees. Notification of the use of such day shall be on the first school day after May 10<sup>th</sup> each year.

## ARTICLE 6 BENEFITS

6.01 All members of this bargaining unit hired on or before July 1, 1996 shall be entitled to the following sick leave provision:

5-hr. shift	12 days
6-hr. shift	14 days
7-hr. shift	16 days
8-hr. shift	18 days

Individuals hired after July 1, 1996 shall be entitled to sick days as follows:

	1 <sup>st</sup> YR. EMPLOYED	2 <sup>ND</sup> YR. EMPLOYED
5-hr. shift	6	12
6-hr. shift	8	14
7-hr. shift	10	16
8-hr. shift	12	18

6.02 Personal sick leave days may accumulate to one hundred eighty (180) days. In addition to his/her annual sick leave allowance, at the beginning of each year, each employee will be credited with his/her unused accumulated sick leave. The District, at its discretion, may require a doctor's certificate as evidence of the employee's illness in any case.

6.02.1 New employees shall be prorated in the first year of their employment and earn sick days at the rate of one-half (1/2) day per month of employment for the first nine (9) months after which they will receive the remaining annual allotment, if any, on the first day of the tenth month.

6.02.1.1 In the event that an employee has ten (10) or fewer days of sick leave available as of June 30<sup>th</sup> of any year, such employee shall not receive their annual allotment as set forth in section 6.02, but rather, such employee shall be granted sick leave at the rate of one and one half (1 ½) days per month.

6.02.2 Unused sick days and unused personal leave days shall be placed in the employee's individual sick leave accumulation at the end of the year up to the maximum accumulation allowable.

6.02.3 All absences from duties must be substantiated by a completed employee absence card and reported to the Director of Facilities for transmittal to the payroll office.

6.02.3.1 In the event that an employee has ten (10) or fewer days of available sick leave at the time of an absence pursuant to this article, then such employee must present a written excuse from the employee's physician immediately upon the employee's return to work.

6.02.4 If during a personal illness of the employee or other medically verified disability of the employee, exclusive of Worker Compensation leave and/or Child Rearing Leave, an employee exhausts his accumulated sick leave benefits, the employee may be granted an extension of sick leave without pay for up to six (6) months by the Board of Education provided that the employee maintained a sick leave accumulation in excess of twenty (20) days prior to any such request being made. The Board of Education, at its discretion, may require medical evidence in a form acceptable to the District prior to the granting of any such leave.

6.02.4.1 The employee must request such extension, in writing, prior to the exhaustion of the accumulated sick leave benefits. The employee shall also provide all necessary authorizations to the District to obtain all medical/psychological records deemed necessary by the District for such review. The District may also require an examination by a medical practitioner of its choice at no cost to the employee prior to the granting of any such leave.

6.02.4.2 Such leave, if any, shall be concurrent with any applicable leave under the Family and Medical Leave Act and any other statutory or other leave.

6.02.4.3 It is the understanding of all that such leave is intended to cover illnesses and periods of disability in which the employee is expected to be absent for a period in excess of thirty (30) calendar days.

6.03 Each employee shall have the option to use sick leave days per year for personal leave as follows: employees working five (5) hours per day: three (3) personal leave days; employees working six to seven (6-7) hours per day: four (4) personal leave days; and employees working eight (8) hours per day: five (5) personal leave days. Requests to use such days must be submitted in writing at least two (2) days in advance on the form specified by the Superintendent. Such days cannot be used without prior approval from the Superintendent or his designee. The employer may set reasonable limitations upon the number of employees to be off on personal leave on any one day.

(1) In addition to the foregoing, each employee shall be entitled to one (1) additional day of emergency business leave per year which shall accumulate into unused sick leave if not used. Requests to use such leave must be submitted at least two (2) hours prior to the start of the employee's shift or as soon as practicable and then the employee must submit the reason in writing at least two (2) days after such use on the form specified by the Superintendent. The employer may set reasonable limitations upon the number of employees to be off on emergency business leave on any one day. Such leave day shall not be used to extend any holiday, vacation or other form of leave and is intended to be used only for emergencies and/or business which cannot otherwise be completed by the employee at other times. It is not intended to be used indiscriminately as a day off. Failure to call the Director of Facilities in advance and fill out the appropriate documents may result in the employee not getting paid for such leave.

6.03.1 Employee shall be entitled to use up to eight (8) days of accumulated sick leave per year for the purposes of caring for a member of the immediate family of the employee who is ill or injured. "Immediate family" for purposes of this section and section 7.02 shall include only the parents, mother-in-law, father-in-law, children, grandchild and spouse of the employee.

#### 6.04 Uniform Allowance

The District will provide a uniform (e.g. shirts, pants and footwear) allowance of sixty dollars (\$60) per fiscal year to members of the bargaining unit. Such payment shall increase to seventy-five dollars (\$75) effective July 1, 2016. ALL purchases MUST BE pre-approved by the Director of Facilities and Operations. The District has a right to require uniforms purchased (e.g. shirts, pants and footwear) to be worn by the employees covered under this section. All employees must wear District uniforms while working at the District, unless otherwise approved by the Director of Facilities. During July and August, employees shall be granted flexibility to wear appropriate attire, as determined by the District, while working. In order to obtain reimbursement after approval, employees shall complete any necessary forms and provide all receipts to the District.

### **ARTICLE 7 WORKER'S COMPENSATION AND SICK LEAVE INCENTIVE**

#### 7.01 Worker's Compensation

Employees who are out on a Worker's Compensation injury shall be able to apply sick leave accrued credits so that they can receive a full check during the time they are absent for Worker's Compensation benefits. An employee on sick leave due to an occupational injury or disease which is compensated under Worker's Compensation Law, shall have sick leave re-credited for each day the District receives reimbursement from the State Insurance Fund, or other agency. However, when the District is notified of 100% reimbursement for all days so charged, no deduction from sick leave shall be made. The District shall advise the affected employee of any such reimbursement of days within thirty (30) calendar days of such reimbursement and reimburse the days into the employee's sick bank account within thirty (30) calendar days of the actual reimbursement.



7.02

Sick Leave Incentive

Employees who are eligible shall be paid in the first paycheck in July as follows:

No personal illness absences in a year	\$250.00
One personal illness absence in a year	175.00
Two personal illness absences in a year	100.00

Any absences due to illness, whether for the personal illness of the individual employee, or the members of the employee's immediate family, shall be counted as a "personal illness" as used in this section.

During an employee's first year of service, new hires who are employed less than a full year but meet the requirements listed in subsection "a" above, shall receive a pro-rated sick leave incentive based on the number of months they are employed in their first school year.

**ARTICLE 8  
OTHER LEAVES**

8.01

Jury and Witness Service

An employee who is summoned for and serves as a juror or is subpoenaed for and serves as a witness in a court action in which the employee is not a party, will be granted a paid leave of absence for said purpose. The employee will pay over to the District the fees received for said service less itemized parking fees and approved mileage allowance.

8.02

Child Rearing Leave

Child-rearing leaves of absence will be granted, without pay, for a period not to exceed three (3) months. Such a leave will be granted only to an employee who is the custodial parent, step-parent, foster-parent or legal guardian of a child who is under two (2) years of age at the time the leave begins and who resides with the employee. No more than three (3) such leaves shall be granted to any employee. In the event of multiple births, such event shall count as one leave and same shall not run consecutively.

8.02.1 An application for the leave of absence must be filed with the Superintendent as soon as the need for the leave is known to the employee and in no event less than twenty (20) calendar days before the desired start of the leave. Said desired start date may be amended by mutual agreement between the employee and Superintendent.

8.02.2 Resumption of active employment will occur at the beginning of the month specified in the leave application, or on such other date mutually determined by the Superintendent and the employee.

8.02.3 The employee will confirm, in writing, to the Superintendent, whether or not the employee will return to active employment on the date specified in the application or set another mutually agreeable date with the Superintendent, of no less than thirty (30) days prior written notice to the Superintendent. Said notice will be furnished to the Superintendent as soon as possible. Any employee granted leave shall, prior to the resumption of active employment, furnish the Superintendent with written satisfactory medical confirmation of the employee's physical fitness to resume the duties of his/her employment.

8.02.4 If the employee fails to resume active employment after termination of the leave, the employee will be considered to have resigned voluntarily.

8.02.5 If a final court order in a proceeding to which the District is a party determines that any provision of the Section is invalid and unenforceable, the entire Section shall be renegotiated immediately upon written notice of either the District or the Union to the other.

8.02.6 Consistent with the Federal Family and Medical Leave Act of 1993, the District shall provide those benefits required to be provided by said statute. Employees shall be entitled to continuation of group health insurance under the same relative percentages with regard to payment as if the employee was working for a maximum period of twelve (12) weeks per year, as required by said statute. After twelve (12) weeks, the employee is entitled to continue participation in the health insurance program by paying the full cost of same.

8.02.7 Any periods of time when an employee is on child-rearing leave shall not be counted toward the employee's seniority and/or probationary period. Any periods of child-rearing leave shall not constitute an interruption of continuous service. The seniority previously earned prior to the date upon which said leave began will resume upon the employee's resumption of employment at the termination of said leave.

### 8.03 Vacation

The vacation benefit is an EARNED BENEFIT. Vacation time is earned in one contract year (July 1 to June 30) to be taken in the following contract year (July 1 to June 30). The words "years of service" refers to completion of fiscal (i.e. July 1 through the following June 30th) years of service.

8.03.1 The following paid vacation shall apply to all regular 12 month cleaners.

- Completion of one (1) year of service: 1 week
- Completion of three (3) years of service: 2 weeks
- Completion of ten (10) years of service: 3 weeks
- Completion of twenty (20) years of service: 4 weeks

8.04 An employee may, in writing, by no later than April 30<sup>th</sup> of each year, request to carry over no more than five (5) days of accumulated vacation to the following fiscal year. Such requests may be granted by the Board of Education only upon written approval of the Director of Facilities and the Superintendent.

8.05 Vacation Procedure: Pro-ration of Vacation

Since vacation time is an earned benefit, no employee is entitled to vacation time during the first contract year of hire. Vacation time is earned in this contract year to be taken in the following contract year. Vacation time is pro-rated only in the first year of hire to determine, based on date of hire, the actual amount of vacation time earned that first contract year to be taken in the following contract year, as described below. Regular part-time cleaners whose effective date of hire is:

By August 1<sup>st</sup> of the contract year shall be entitled to five (5) days (i.e. one week) vacation in the following contract year.

By October 1<sup>st</sup> of the contract year shall be entitled to four (4) days vacation in the following contract year.

By December 1<sup>st</sup> of the contract year shall be entitled to three (3) days vacation in the following contract year.

By February 1<sup>st</sup> of the contract year shall be entitled to two (2) days of vacation in the following contract year.

By April 1<sup>st</sup> of the contract year shall be entitled to one (1) day of vacation in the following contract year.

A "contract year" begins on July 1 and ends the following June 30<sup>th</sup>.

Example: An employee hired December 3, 1999 (1999/00 contract year) would be entitled to two vacation days to be used in 2000/01 (the following contract year). An employee hired March 31, 2000 (2000/01 contract year) would be entitled to one vacation day to be used in 2001-02 (the following contract year).

A. Movement to Two and Three Week Level Of Vacation  
(current employees)

Individuals hired between September 1 and December 31 of any contract year (July 1 to June 30) shall be treated the same as those hired between July 1 and August 31<sup>st</sup> of any contract year for purposes of calculating completion of years' of service for entitlement to either two weeks or three weeks vacation.

EXAMPLE:

An employee hired on December 29, 2000 will be credited for the above purpose with having completed three years service on June 30, 2003 and therefore, will be entitled to two weeks vacation for use in the 2003/04 fiscal year. This same employee will, by the same method, complete ten years of service on June 30, 2010 and therefore, will be entitled to three weeks of vacation for use in the

2010/11 contract year. An employee hired on January 2, 2001 will complete three years of service June 30, 2004 and will complete ten years of service on June 2011. This employee will be entitled to two weeks vacation in the 2004/05 contract year, and three weeks vacation in the 2011/12 contract year.

8.06 In the elementary schools, no more than one (1) employee shall be on vacation for any given day. In the high school, no more than two (2) employees shall be on vacation for any given day. The discretion of the Director of Facilities shall be exercised in granting or denying vacation with seniority considered.

1. For any vacation covering the period of July 1 through August 31, employees shall provide the Director of Facilities with a proposed vacation schedule on or about July 1 of each fiscal year. For any vacation covering the period of September 1 through December 31, employees shall provide the Director of Facilities with a proposed vacation schedule on or about September 1. For any vacation covering the period of January 1 through June 30, employees shall provide the Director of Facilities with a proposed vacation schedule on or about January 1. In the event of any conflicts between employees, the most senior employee will be granted the first option of choosing vacation days to be used.

2. For any days (not to exceed five) not selected in accordance with Sub Section 1, the employee shall provide the Director of Facilities with at least two (2) weeks prior notice of use of such vacation day; unless only the use of a single day is sought, and then the employee shall provide the Director of Facilities with at least one week prior notice. Such vacation shall thereafter be granted, if sufficient coverage is otherwise maintained in the District at the discretion of Director of Facilities, on a first come, first served basis. In the event such a request will result in a lack of sufficient coverage in the building, such request may be denied. In the event that two or more people request the same day at the same time, seniority shall otherwise govern.

3. The District and the Association recognize that unforeseen circumstances may result in a need to change an employee's scheduled vacation (e.g., illness, death, war, etc.). Consistent with the goal of providing sufficient coverage, the employee may be permitted to change the employee's vacation schedule, however, such employee shall not be permitted to bump a junior employee from previously scheduled vacation in the event of a conflict.

4. The District will notify all employees of their remaining vacation leave allotment prior to March 31<sup>st</sup> of each year.

5. Except where set forth above, vacation can be taken either in daily or weekly increments.

6. During periods of recess when students are not present in the building (Winter recess, February recess, and Spring recess), employees may request to use vacation beyond the limits set forth above with the approval of the Director of Facilities. Such vacation shall thereafter be granted, if sufficient coverage is otherwise maintained in the District at the discretion of the Director of

Facilities, on a first come, first served basis. In the event such a request will result in a lack of sufficient coverage in the building, such request may be denied. In the event that two or more people request the same day at the same time, seniority shall otherwise govern if both are not granted such vacation time by the Director.

8.07 Bereavement Leave

Bereavement Leave shall be established to provide four (4) days for each occurrence for the death of a person in the immediate family. Immediate family for this purpose shall include spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, grandparent-in-law, stepchildren, step-parents, son-in-law, daughter-in-law of the employee. Bereavement Leave shall not be deducted from sick leave accumulation. The employee shall provide evidence satisfactory to the District of such death and evidence of such familial relationship.

8.07.1 Upon the death of any other relative of the employee, an employee shall be entitled to one (1) day leave upon submission of evidence satisfactory to the District of such death and evidence of such familial relationship. Bereavement Leave shall not be deducted from sick leave accumulation.

8.07.2 Nothing herein shall prohibit an individual from utilizing sick leave for purposes of bereavement not to exceed an additional five (5) days per death per year. Use of sick leave for bereavement purposes shall not affect the sick leave incentive in Article 7 but the use of such days shall reduce the sick leave accumulation by the number of days so used.

8.07.3 Such leave is to be over and above accrued sick leave.

**ARTICLE 9  
WORKDAY AND WORKWEEK**

9.01 Cleaners Work Day And Work Week

"Cleaners" are defined as those who are:

a. Regular employees of the City School District of the City of Tonawanda who are employed from July 1<sup>st</sup> to June 30<sup>th</sup>.

b. Assigned less working time in terms of hours or day than a regular full-time employee in the same category but not less than fifteen (15) hours per full week. The work hours are usually from 12:00 p.m. to 11:00 p.m. but vary with individual buildings for efficiency of operation. Nothing herein shall prohibit an individual from working beyond 11:00 p.m. in the event a need for same arises. A day is defined as not less than five (5) hours per day for purposes of calculating benefits for part-time cleaners. The ending work time for all elementary buildings shall be 10:30 p.m. unless there is a change in the hours of student attendance in the applicable building. Nothing herein shall prohibit an individual from working beyond 10:30 p.m. in the event a need for same arises. Hours of work shall

not be changed without advanced communication to the affected employee and the union. (Job description attached as Appendix A). The District must notify the employee of any change at least two (2) weeks prior to such change becoming effective unless an emergency otherwise arises. The District shall also discuss the impact of any such change with the Union. It is otherwise agreed that the new starting time shall not exceed the previous starting time by more than two (2) hours.

c. If a bargaining unit employee works more than five hours per day on a regular basis, their approved paid absences will be based on the number of assigned scheduled hours.

d. Paid on an established hourly wage base rate. The rates set forth in section 3.01 for these cleaners shall be maintained in effect for the terms of this agreement.

e. Employees covered by this agreement shall be entitled to the following break assigned to said employee as close as possible to the middle portion of the shift worked.

5-hr. shift	Total break of 15 minutes (3 min/hour worked)
6-hr. shift	Total break of 20 minutes
7-hr. shift	Total break of 25 minutes
8-hr. shift	Total break of 30 minutes

f. Unless otherwise agreed, effective the first Monday after high school graduation and ending seven (7) calendar days prior to Labor Day and all days of school recess (a required work day previously scheduled with no students in the school building for the entire day, as opposed to an emergency or similar closure), all part-time and full time cleaners shall work between 7:00 a.m. to 3:00 p.m. depending upon their applicable hours of work. Hours of work shall not be changed without advanced communication to the affected employee and the Union which would include an explanation of such change. The District must notify the employee of any change two (2) weeks prior to such change becoming effective unless an emergency otherwise arises. The District shall also discuss the impact of any such change with the Union. It is otherwise agreed that the new starting time shall not exceed the previous starting time by more than two (2) hours.

g. The District shall provide a premium payment of 1 ½ times the employee's regular rate of pay for any additional time an employee volunteers and is approved, is assigned and/or directed by the Director of Facilities to go into another area to work for an absent Cleaner.

## 9.02 Seniority

All newly hired employees shall be on probation for six months and may be released from employment during that period at the sole discretion of the employer.

Each employee shall be entered on the Seniority List in rotation in which they were hired. Seniority Lists shall be maintained and kept up to date by the employer at all times, and shall be made available to the Union during business hours. The Seniority List will state the date of hire. The inclusion of current building location, current hours per week and current normal working hours on the Seniority

List is for information purposes only. The accrual of seniority shall continue unless interrupted pursuant to law, an extended worker compensation leave or any other unpaid leave of absence in excess of forty-five days, or any reason set forth below. In the event of an unpaid leave of absence or worker compensation leave in excess of forty-five (45) calendar days, the employee shall retain any accrued seniority but shall not accrue seniority during the period of any such leave.

Before any new employees are hired, the employees in the laid off status, shall first be offered employment in the order of their seniority.

An employee shall lose his/her seniority for the following reasons:

- a. Quitting voluntarily
- b. Discharged for just cause
- c. Absent for three (3) consecutive days without notifying the employer, in which case the employee shall be considered to have quit voluntarily.
- d. Failure to return to work after a layoff within seven (7) working days of receipted delivery of a notification by certified mail.
- e. Lay off for a period exceeding two (2) years.
- f. Exceeding a leave of absence without reasonable cause.

## **ARTICLE 10 VACANCIES**

10.01 Notification and posting of all bargaining unit vacancies shall include the general job description and required qualifications and wage rate. Vacancies shall be posted for a ten (10) day period in all work areas of the School District. For information only, the posting will include the anticipated hours of work and work location.

Bargaining Unit Members interested in a voluntary transfer, as a result of a posted vacancy, will present their request in writing to the Superintendent. The most senior employee in the District interested in the vacant position shall be awarded the job. The voluntary transfer of bargaining unit members shall not be delayed by the ultimate filling of the permanent vacancy.

### 10.02 New Position

Whenever a new position not listed as a job title in this Agreement is established, the school district may designate the job classification and the rate of pay for such position, but subject to Civil Service Law. In the event the Union does not agree that the classification and/or pay rate are proper, the matter shall be subject to negotiations between the Superintendent and the Union within thirty (30) business days from filling of such positions.

10.03 An employee who is laid off shall have all his/her accumulated vacation paid to him/her at the time of layoff.

10.04 In the event additional hours of work are created on a regular basis, such additional hours shall be posted and awarded:

1. by seniority in the building where the additional assignment exists;
2. if the additional assignment is not accepted by anyone assigned to the building, then by seniority in the bargaining unit.

It is understood that the above situation has not occurred on a regular basis. Therefore, the parties agree to meet to discuss any unforeseen circumstances or unanticipated effects of this process.

## **ARTICLE 11 EMPLOYER'S RIGHTS CLAUSE**

11.01 Except as otherwise limited by the express provisions of this Agreement, the District reserves the right to unilaterally determine the standards of service to be offered by it; to set the standards of selection for employment; to direct and assign its employees and to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of personnel by which its operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its mission in emergencies and at other times; and to exercise direction over its organization and the facilities, methods, means, and technology of performing its work.

## **ARTICLE 12 DISCIPLINE AND DISCHARGE**

12.01 The employer retains the express right to discipline and discharge employees for any just cause. If an employee or a group of employees believes that the employer has disciplined or discharged unjustly, the grievance procedure shall be used to appeal the employer's decision, by submitting the grievance at Step 2 within ten (10) days and proceeding to Step 3 if necessary. In regard to any written reprimand issued, the employee shall have a right to submit an explanation of same, which will be attached to said reprimand in employee's personnel file.

The S.E.I.U. Representative at the Buffalo Office shall be notified in writing within seventy-two (72) hours of any written reprimand, suspension or discharge against any employee. The foregoing Fair Hearing procedure shall replace all rights under Section 75 of the Civil Service Law.



**ARTICLE 13**  
**GRIEVANCE-ARBITRATION PROCEDURE**

13.01 The purpose of this procedure is to secure at the lowest practicable level solutions to grievances which may from time to time arise. The handling of grievances at each level shall be kept as informal as practicable.

The utilization of any step of this grievance procedure by any person, or the Union, shall constitute a waiver by such person, or the Union (on its own behalf and on behalf of all persons aggrieved), or both (as the case may be) of his/her and its rights, if any, to pursue any other remedy before any court, administrator or administrative agency.

13.02 A grievance is defined as a dispute which may arise between the parties over the application, meaning or interpretation of this Agreement.

13.03 Time limits set forth in this grievance procedure shall be strictly adhered to by all parties and persons. Any grievance not initiated or taken to the next step within these time limits will be considered settled on the basis of the last answer by the District if the grievant does not move to the next step within the time limits. Time limits may be extended by mutual written agreement of the District and the aggrieved employee or his representative. Consent to such an extension shall not be unreasonably withheld. In the event the District fails to answer a grievance within the time limits set forth herein, the grievance shall be deemed denied and an appeal shall be considered to have been automatically filed at the next level, with the exception of arbitration.

13.04 Participation by any person or party in the handling of a grievance shall be free from interference, coercion, restraint discrimination or reprisal by the District and by the Union.

13.05 Procedure

Step 1: If the matter is not resolved informally, a grievant shall submit a written grievance, which must be on the form shown in this Agreement to his/her immediate supervisor, provided the employee does so no later than thirty (30) calendar days after the date of the occurrence, or within thirty (30) calendar days of the date he/she knew or should have known of the facts set forth in the grievance. A meeting between the grievant and Director of Facilities shall be held to discuss the grievance if either request it. The Director of Facilities shall give a written answer to the grievant no later than ten (10) business days after the day on which the grievance was presented to him/her.

Step 2: If the grievant is not satisfied with the answer at Step 1, the grievant may appeal, in writing, to the Superintendent of Schools, providing he/she does so within ten (10) business days of the day on which the Step 1 answer was given. The Superintendent and/or his/her delegate will meet with the grievant and his/her representative, if any, no later than ten (10) business days after the day on which the written grievance was presented to him. No later than ten (10) business days after the day on which that meeting takes place, the Superintendent shall present the grievant and his/her

representative, if any, his written decision on the grievance.

Grievances involving all or a significant portion of the employees in the negotiating unit may be presented by the Union directly at Step 2.

Step 3: Arbitration -- If the Union is not satisfied with the decision at Step 2, it may submit the grievance to arbitration. The Union would file a Demand for Arbitration with the Public Employment Relations Board for the selection of an arbitrator within ten (10) business days after the Step 2 answer. The parties agree that they would be bound by the rules of the Public Employment Relations Board.

The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement, or make any decision which requires the commission of an act prohibited by law, or which violates the terms of this Agreement.

One-half the fees and expenses of the arbitrator shall be paid by the District and one-half by the Union. All other expenses incident to the arbitration, including those of witnesses, will be paid by the party which incurred them.

#### **ARTICLE 14 SUBCONTRACTING**

##### **14.01      Sub-Contracting Of Work**

The District agrees not to sub-contract any work currently being performed by members of the bargaining unit without first negotiating the issue with the Union.

#### **ARTICLE 15 TIME RECORDING SYSTEM**

##### **15.01      Time Recording System**

In order to ensure the safety of personnel, security of the buildings, and for appropriate record keeping, all employees shall use the appropriate time recording system in place in each building to record their entry and exit (e.g. beginning of shift, lunch, travel outside of building, end of shift, etc.). No employee is permitted to record the entry or exit of any other employee. In the event an employee fails to enter such entry or exit, the employee must see the Building Administrator or Director of Facilities. The parties agree that they shall create a committee of two members each to explore different systems to implement in the district in the District. In addition to a committee of two members each from the Association and District, the Union representative shall be present at such meeting along with an additional representative of the District's choice.

ARTICLE 16  
**TERMINATION AND NEGOTIATIONS**

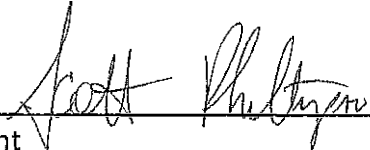
**16.01      Termination**

The expiration date of this Agreement is June 30, 2020.

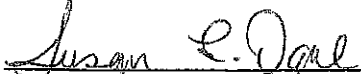
**16.02      Negotiations**

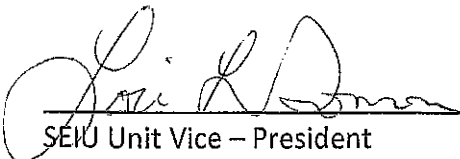
It is agreed that negotiations for a successor agreement will be initiated at the written request of either party which may be provided no sooner than six (6) months prior to the expiration of the agreement unless otherwise agreed upon between the parties.

SERVICE EMPLOYEE INTERNATIONAL  
UNION 200 AFL-CIO

  
\_\_\_\_\_  
President

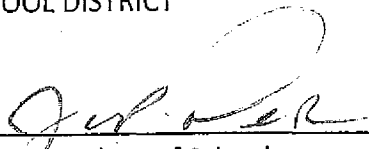
  
\_\_\_\_\_  
Business Representative

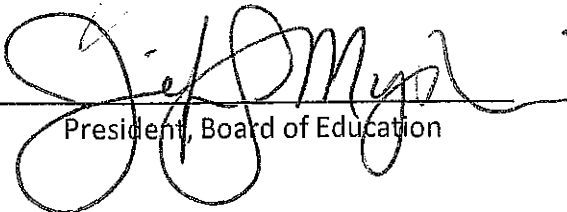
  
\_\_\_\_\_  
SEIU Unit President

  
\_\_\_\_\_  
SEIU Unit Vice - President

Dated: 06/22/15

TONAWANDA CITY  
SCHOOL DISTRICT

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President, Board of Education

Dated: 6/23/15

**APPENDIX A**  
**PART-TIME CLEANER**

GENERAL STATEMENT OF DUTIES: Perform routine cleaning duties; does related work as requested in compliance with the features of this class.

DISTINGUISHING FEATURE OF THE CLASS: Employees in this class perform simple cleaning tasks of less arduous nature. Their work involves only the thorough execution of menial tasks which follow a well established routine. All work performed shall be confined strictly to the interior of the assigned building. NO work outside the building shall be performed. The operation of machinery (other than a vacuum cleaner) is not required. No one shall stand on a chair, ladder or similar equipment to reach areas that are above the height one can reach while standing on the floor those areas may be cleaned only by using specially designed extension brushes provided by the district for this purpose.

EXAMPLES OF WORK:

Dust chairs, tables, desks, and other furniture;  
Washes windows, walls, woodwork, chalkboards, whiteboards, chalkboard trays, lockers, computers, TV monitors, and drinking fountains;  
Removes graffiti from lockers and bathroom stalls, and student desks;  
Sweeps, mops, vacuums floors;  
Gathers and disposes of refuse and places in designated area within the Building;  
Polishes furniture;  
Refill dispensers for: paper towels, toilet tissue, soap, feminine hygiene products;  
Clean toilets and urinals  
Adjust window blinds/shades;  
Make sure all windows are closed and locked;  
Report needed repairs to custodians.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

Some knowledge of cleaning methods, materials, and equipment; ability to understand and follow simple oral and written directions; ability to read and write; thoroughness; good moral character; cleanliness; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING:

Preferably experience in home and building cleaning work and ability to read and write; or any equivalent combination of experience and training sufficient to indicate ability to do the work.



**APPENDIX C**  
**LEAVE REQUEST APPLICATION**  
**(CLEANERS)**

Name: \_\_\_\_\_

Number of Days \_\_\_\_\_

Date(s) Requested: \_\_\_\_\_

Number of ½ Days \_\_\_\_\_  
(am or pm)

- ☐ Death in the Family: **(circle one)** spouse, child, grandchild, father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, stepchildren, step-parents, of the employee  
**= 5 DAYS**

Any Other Relative: \_\_\_\_\_ = 1 DAY  
(Indicate relationship)

- ☐ Emergency Leave \_\_\_\_\_ (reason must be submitted in writing 2 days after such use)
- ☐ Personal Obligation (No obligation to state reason for leave; 2 day notice minimum)  
Employees working: 5 hours/day = 3 days  
6-7 hours/day = 4 days  
8 hours/day = 5 days
- Religious Observance
  - House Emergency
  - Legal (e.g. house closing, will probate, adoption, court appearance)
  - Medical
  - Bereavement – other than spouse, child, grandchild, father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, aunt, or uncle
- ☐ Request for Unpaid Leave Day(s): (It is specifically understood that the above requested leave day(s) is (are) without pay at the request of the employee)

I hereby certify that this matter cannot be handled except during regular working hours.

\_\_\_\_\_  
Signature – Employee

\_\_\_\_\_  
Date Signed

INSTRUCTIONS: Respecting the above stated reasons, no additional explanations are required to establish entitlement, except as specifically indicated above. Check the applicable reason and, if required, furnish the additional information requested.

\_\_\_\_\_  
REVIEWED BY ADMINISTRATOR

\_\_\_\_\_  
Signature – Administrator

\_\_\_\_\_  
Date Signed

