

AGREEMENT
BETWEEN
THE TOWN OF FRAMINGHAM
AND
FRAMINGHAM PUBLIC LIBRARY EMPLOYEES
SEIU LOCAL 888
Effective
July 1, 2013 to June 30, 2016

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ARTICLE I

PREAMBLE

THIS AGREEMENT entered into by the **Town of Framingham**, hereinafter referred to as the "*Employer*", and **Framingham Library Staff Association**, Local 888, Service Employees International Union, CTW-CIO, CLC, hereinafter referred to as the "*Union*", has as its purpose the promotion of harmonious relations and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. The term "*employee*" when used in this Agreement shall mean those employees of the Town hereinafter described.

ARTICLE II

RECOGNITION

The employer recognizes the union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all full-time and regular part-time employees, and temporary employees, excluding the Director, Assistant Director, Administrative Assistant, Secretary to the Director, pages and all employees currently represented by the Association of Municipal Personnel, in accordance with MCR-3884. The employer and the union recognize the right of any employee to become a member of the union and will not discourage, discriminate or in any other way interfere with any employee in the exercise of those rights. The employer will advise all new employees, at the time of their employment, that the union is their bargaining representative and will notify the union in writing of the name and classification of each new employee.

ARTICLE III

MANAGEMENT RIGHTS

The union recognizes the right of the Town and its representatives to manage the Library and direct employees covered by this Agreement. The Town shall select and determine the number and types of employees required, and shall assign work to such

employees in accordance with requirements determined by the Town.

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Town not listed herein. Such inherent management rights shall remain with the Town except as they may be shared with the Union by specific provisions of this Agreement.

The Town shall have the right to appoint, promote, assign and transfer employees; establish qualifications and specifications for positions and to determine the necessity for filling a vacancy; direct employees; take disciplinary action against employees for just cause; relieve employees from duties because of lack of work, lack of money, or other legitimate reasons; maintain and improve the efficiency of governmental operations; set standards for quality of service; determine the facilities and methods by which the employer's operations are to be conducted, including but not limited to library locations and hours, employee work schedules, and the use of pages and part-time employees; and promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement provided that such rights will not be exercised in conflict with the Agreement.

ARTICLE IV

NO STRIKE CLAUSE

No employee shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by herself/himself or by any other employee in accordance with Chapter 150E.

ARTICLE V

NON-DISCRIMINATION

The Town and Union agree that they will continue their present policy and practice of not discriminating against any employee because of union membership and activities or the lack of membership or the refraining from engaging in union activities. Further, the Town and Union agree that they will continue their present policy and practice of not discriminating against any employee because of race, color, creed, national origin, ancestry, sex, religion, handicap, sexual orientation or age as provided by law.

ARTICLE VI

DUES DEDUCTION AND AGENCY SERVICE FEE

Section 1.

The Union dues of employees covered by this Agreement will be deducted by the employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues, and presents it to the Treasurer of the Town in accordance with the provisions of Section 17A of Chapter 180 of the General Laws, as amended. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the Town Treasurer from time to time.

Section 2.

In accordance with the provisions of General Laws, Chapter 180, Section 17G, the employer also agrees to deduct any agency service fee, as a condition of employment, from the salary of every employee in the bargaining unit who has not executed an authorization for deduction of Union dues as provided above.

Section 3.

Providing there is no equipment breakdown or personnel shortage, the Town shall remit to the Union Treasurer by the second pay period of the succeeding month the deducted union dues and agency fees, together with a list of the employees from whose wages, such union dues and agency fees shall have been deducted and the amount of such deductions. The Town Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the Town Treasurer in accordance with the provisions of Section 17A and 17G of Chapter 180 of the General Laws. The Union further agrees that it shall indemnify and save the Town harmless against any claim, demand, suit, or other form of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Section.

The dues/service fee check shall be accompanied by a copy of all bargaining unit Personnel Action forms generated during that previous month.

ARTICLE VII

DISCIPLINE

Employees shall not be disciplined or discharged except for just cause. No notice of reprimand shall be placed in an employee's file unless first shown to the employee. An employee shall have the right to inspect his or her personnel file. An employee shall also have the right upon request to have a union representative present at any meeting in which disciplinary action is taken.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1.

A "*grievance*" is hereby defined to mean a dispute involving the meaning, interpretation, violation or application of this Agreement.

Section 2.

Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Union shall permit the aggrieved party or parties to proceed to the next step. A working day shall be Monday through Friday, excluding holidays.

Section 3.

Failure at any step of this procedure to appeal the decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Section 4.

No reprisal of any kind shall be taken by any party of this Agreement against any party in interest, any witness, any members of the Union or any other participant in the

grievance procedure by reasons of participation.

Section 5.

Procedure:

Step 1: The grievance shall be presented by the Union in written form to the Director within ten (10) working days after the occurrence of the matter which gave rise to the grievance, or ten (10) working days after the employee first should have known of such occurrence, whichever is first. The Director shall hold a meeting on the grievance with the employee and the representative(s) of the Union within ten (10) working days of receipt of the written grievance. The Director shall give his/her answer in writing within ten (10) working days of the date of the meeting.

Step 2: If the reply does not resolve the grievance, or the Director fails to reply, the Union within ten (10) working days may refer it to the Town Manager or designee. The Town Manager and/or its authorized representative, a representative from the Supervising Board where applicable, the employee and the representative(s) of the Union will meet within ten (10) working days after the presentation of the grievance for further discussion thereof in an attempt to dispose of such grievance. The response shall be due in writing within ten (10) working days of the date of the meeting.

Step 3: If the reply does not resolve the grievance, or the Director fails to reply, the Union may submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association. A written demand for arbitration must be received by the Town within thirty (30) calendar days of receipt of Step 2 answer or when Step 2 answer was due, whichever is first. The decision of the arbitrator on all questions of fact shall be final and binding on both parties. The arbitrator shall not have the power to amend, add to, or alter the provision of the agreement but shall, within a reasonable time of his appointment, render a decision based on the evidence submitted by the parties, which decision shall be consistent with the provisions of this Agreement.

Section 6.

No employee shall have the right to require arbitration, that right being reserved to the Union and the employer.

Section 7.

The employer will make available to the arbitrator, upon request, records, which are pertinent to the grievance and are not, in the opinion of the employer, of a confidential nature.

Section 8.

Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

Section 9.

Any of the time limits set forth herein may be extended by mutual written agreement of the parties.

ARTICLE IX

HOLIDAYS

Section I.

The following legal holidays shall be deemed to be paid holidays for employees eligible under this Agreement:

| | |
|---|-------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Washington's Birthday | Columbus Day |
| Patriot's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day* |
| 1/2 day off day before Christmas* Christmas Day | |

(*12:00 p.m. (noon) release on the last working day before Christmas.)

**The day after Thanksgiving is a regular work day. However, if Town Hall is closed on*

that date, all bargaining unit members shall be entitled to take another day as a 'floating holiday.'

In addition to the above, an employee will be given an additional one-half (½) day off to be taken at a time to be determined by the Director, and subject to the requirements of adequate staffing as determined by the Director.

When any of the above holidays fall on Sunday that holiday will be recognized and observed on Monday following that Sunday. When one (1) of these days falls on Saturday, the preceding Friday will be observed as the holiday by the Town Departments.

An employee is credited with another day of vacation when one (1) of the above holidays fall during his/her vacation leave.

Time worked on a holiday shall be paid at time and one-half (1Y2) the regular hourly rate in addition to pay for that holiday. Effective July 1, 1998, any employee who works on the Saturday of a holiday weekend, shall receive Sunday differential pay.

Except as provided below, the Library will close at 5:30 P.M. the day before all holidays, and will close on the Saturday before Memorial Day and the Saturday before Labor Day.

The Library will remain open until 9:00 P.M. on the night before Veteran's Day whenever Veteran's Day falls on Tuesday through Friday. On the evening before Veteran's Day, when the Library is open until 9:00 P.M., all permanent employees shall receive Sunday shift differential pay for all time spent working past 5:30 P.M.

When Christmas falls on a Saturday, the library will remain open until 9:00 P.M. on the Thursday, December 23. When New Year's Day falls on a Saturday, the library will remain open until 9:00 P.M. on Thursday, December 30.

Section 2.

Part-time employees covered by this Agreement and working the schedule of twenty (20) hours per week but less than the established weekly hours shall be eligible for holiday pay in proportion to the relationship of the individual's annual scheduled hours to that of the established annual hours.

ARTICLE X

VACATION LEAVE

The following vacation plan will apply to all full-time permanent employees covered under this Agreement:

Section I.

Regular full-time permanent employees, except as hereinafter provided, shall be entitled to vacation with pay in accordance with the following schedule:

| <u>Length of Continuous Service</u> | <u>Vacation with Pay</u> |
|--|--------------------------|
| Six (6) months..... | One (1) week |
| More than one (1) year but less than five (5) years..... | Two (2) weeks |
| More than five (5) years but less than ten (10) years..... | Three (3) weeks |
| Ten (10) years or more..... | Four (4) weeks |
| Twenty (20) years or more..... | Five (5) weeks |

Employees after completion of six (6) months of service may take one (1) weeks' vacation.

A one-time adjustment may be made for an employee who is converted from another eligibility date to anniversary date of eligibility. No employee shall receive more or less

vacation than is due under this Article because of such conversion.

Section 2.

Permanent part-time employees covered by this agreement working a scheduled work week of twenty hours (20) or more, but less than the established weekly hours shall be credited with paid vacation leave under the above schedule in the same proportion that the scheduled hours of the employee bear to the established hours of the department.

Section 3.

Vacation must be taken in the year following the employee's eligibility, except that, with written notice to the Library Director prior to the end of the vacation year, an employee may carry over one (1) week of unused vacation. For example, an employee who completes two (2) years of continuous service on August 15 must take a minimum of all but one (1) week of his/her two (2) weeks' vacation during the period August 16 through August 15 of the following year. Vacation may not be accumulated from year to year - except that one (1) week of vacation may be carried over from one (1) year to the next. In addition, further arrangements for vacation carry over may be made for unusual circumstances and with the approval of the Director. The time for taking vacation shall be at the discretion of the Director.

Section 4.

Employees entitled to vacation leave benefits who terminate in good standing with written notice of thirty (30) days for professional employees and fourteen (14) days for non-professional employees to the Town, or who retire or are laid-off, shall be entitled to pro-rata vacation of one-twelfth (1/12) of eligibility for each month of service since their most recent anniversary date.

Such employees, under the conditions set forth above, also shall be paid vacation pay equivalent to any unused earned vacation leave credited to him/her at the time of his/her severance.

Section 5.

For purposes of this Article, an employee's anniversary date shall be the date on which such employee begins work with the Town of Framingham and becomes eligible for vacation benefits.

Section 6.

Newly hired permanent employees who have worked as permanent full-time employees in other town or city libraries shall be able to apply all years during which they have paid into the public employee retirement system towards calculating vacation to which they are entitled. Those who worked previously as permanent part-time employees in other town or city libraries shall be able to count years of service as above on a pro-rated basis.

ARTICLE XI

LONGEVITY

Longevity pay shall be paid annually to any permanent employee in the Town service covered by this Agreement, as follows:

| Years of Service | Longevity Pay |
|------------------|---------------|
| 10 | \$200.00 |
| 15 | \$250.00 |
| 20 | \$300.00 |
| 25 | \$350.00 |
| 30 | \$400.00 |

An additional fifty dollars (\$50.00) shall be paid annually for the completion of each additional five years of continuous service after thirty (30) years of service.

Said longevity pay shall be due and payable within thirty (30) days after the anniversary date of completion of said service.⁴

The continuous service of an employee shall not be deemed to have been broken by service in the Armed Forces of the United States providing such employee returns to the Town employment within two (2) years of his/her service termination date, and provided further that the employee's **time** in the Armed Forces is limited to four (4) years of service time unless it is involuntary service, in which case it may exceed four (4) years.

ARTICLE XII

SICK LEAVE

Section 1.

a) During the term of this Agreement sick leave shall accrue to full-time permanent employees at the rate of one and one-quarter (1 and ¼) days per month.

b) Accrual of sick leave is based on each full calendar month of employment.

Section 2.

Permanent part-time employees covered by this Agreement working a scheduled work week of twenty (20) hours or more but less than the established weekly hours shall accrue sick leave in proportion to the relationship of the individual's annual scheduled hours to that of the established annual hours.

Section 3.

An unlimited number of sick days may be accumulated.

Section 4.

In the event an illness extends beyond five (5) consecutive workdays, a doctor's certificate shall be required as to nature of illness, the condition of the employee, and the ability of the employee to resume work.

When the Director has reason to believe that there is a pattern of sick leave abuse, she/he may require the submission of a doctor's certificate for future illnesses in that fiscal year.

Section 5.

The Framingham Public Library Sick Bank Policy is attached.

Section 6.

Up to seven (7) days sick leave may be used per fiscal year for the care of the employee's spouse, children, parents, and members of the employee's immediate household due

to serious illness. After five (5) consecutive working days a doctor's certificate may be required. Every effort will be made by the employee to effect alternative arrangements.

Section 7.

An employee who uses no sick leave in any fiscal year shall accrue five (5) extra sick leave days for that fiscal year or twenty (20) sick leave days in all for that fiscal year.

Section 8.

Accrued personal sick leave may be used to supplement Workers' Compensation benefits.

Section 9.

Upon ordinary retirement or death, a bargaining unit member or her/his heirs shall be entitled to a buy-back of the employee's unused accumulated sick leave over one hundred (100) days accumulation at the rate of one (1) day for every five (5) days (e.g. if the employee had one hundred and twenty (120) days of unused accumulated sick leave, she/he would be entitled to a buy-back of four (4) days). The maximum value of such buy-back is forty (40) days or three thousand dollars (\$3,000.00). For purposes of buy-back one (1) day shall consist of one (1) day's pay at the employee's prevailing rate of pay.

Notwithstanding the limits set out above, an employee who takes ordinary retirement, after giving the Town at least four months written notice of his/her intent to retire accompanied by the actual filing of his/her retirement papers, shall be entitled to buy back an additional twenty days of unused, accumulated sick leave, using the same formula as is set forth above. In such case, the maximum value of such buy-back shall be \$6000.

Section 10

Any remaining days that the retiring employee is not entitled to under the buy-back section of the contract shall be added to the Library Staff Sick Bank.

Section 11

An employee may be granted up to a maximum of sixty (60) sick leave days per request.

Employees may request an extension if granted less days than requested. The committee will reconvene to review documentation for requested extension of sick leave bank time.

ARTICLE XIII

WAGES

FISCAL YEARS 2014 - 2016

ANNUAL SALARY SCHEDULE - LIBRARY

SEE ADDENDUM A

| | |
|--------------|----|
| July 1, 2013 | 2% |
| July 1, 2014 | 1% |
| July 1, 2015 | 1% |

Effective July 1, 2013 the wages on the attached annual salary schedule shall reflect an increase of 2% over the June 30, 2013 wages.

Effective July 1, 2014 the wages on the annual salary schedule shall reflect an increase of 1% over the June 30, 2014 wages.

Effective July 1, 2015 the wages on the annual salary schedule shall reflect an increase of 1% over the June 30, 2015 wages.

On July 1, 2014 add a step 8 at 2% for any employee who has been at step 7 for at least 1 year.

Section 1.

Effective July 1, 1992 temporary employees (substitutes) who have worked Fifteen hundred (1,500) hours from date of hire shall be eligible to move on the step system for every fifteen hundred (1,500) hours worked. After the initial move, employees will be eligible to move no more than once every twelve (12) month period. Substitutes can carry over accumulated hours from year to year.

Section 2.

Employees shall be entitled to an IRS Section 125 Plan.

Section 3.

Educational Incentive

1. Library personnel shall annually receive on completion of hours of credit at a graduate school of Library Science while in the service of the Town of Framingham:

| | |
|-----------------|----------|
| 12 credit hours | \$200.00 |
| 24 hours credit | \$200.00 |
| 36 hours credit | \$300.00 |

This is to be cumulative and to be added to any step of those job classifications which do not require a graduate degree in Library Science as a part of job qualifications.

2. Library personnel shall receive annual education increments to be added to any step (not cumulative):

| | |
|--|-----------|
| Master's Degree, except in Library Science where required by the job | \$700.00 |
| Study Beyond Master's Degree - 30 hours | \$ 800.00 |
| Earned Doctorate..... | \$1000.00 |

Any employee covered by this Agreement shall receive the following annual non-cumulative educational increment for a Bachelor's Degree where the employee's job description does not require such degree:

| | |
|--------------------------|----------|
| Full-Time Employee | \$200.00 |
| Part-Time Employee | \$100.00 |

Section 4.

Permanent employees shall receive the following shift differentials:

Evening shift (all hours worked after 6:00 p.m.) \$1.50 per hour

Saturday shift differential..... \$3.50 per hour

Sunday and summer Saturday shift differential \$9.50 per hour

Sunday and summer Saturday Supervisory differential...\$15.00 per hour. The Director shall designate the supervisor for the purpose of this provision.

For the purposes of this article summer shall be defined as July and August and inclusive of the Labor Day weekend.

All temporary employees (substitutes) shall receive an additional \$6.00 per hour for all worked performed on Sundays and summer Saturdays.

Section 5.

Paid release time and paid compensatory time shall be allowed for attendance at job related courses and shall be prorated for part-time employees at the discretion of the Director.

Section 6.

Permanent full-time employees covered by this Agreement who have been at the top of their pay grade for twelve (12) months or more may be eligible for annual merit payment up to five hundred dollars (\$500.00). Permanent part-time employees covered by this Agreement who have been at the top of their pay grade for twelve (12) months or more may be eligible for annual merit payment up to two hundred and fifty dollars (\$250.00) per year under the following conditions:

1. Have been employed for five (5) years or more.
2. Have been at the top step of their pay grade for twelve (12) months or more.

3. Are actively employed and on the payroll at the time payment is due.
4. Payment will be made on or after the anniversary date after completion of the annual performance review.
5. Employees who are on extended leave of absence (over five (5) days) for any reason are not eligible until they have returned to work on a permanent basis for three (3) months or more.
6. Employees whose employment is terminated for any reason prior to the date of payment are not eligible for the stipend.
7. The award of this merit payment is based upon the recommendation of the employee's supervisor and department head, and the approval of the Personnel Director
8. The provisions of this Section shall not be subject to the grievance procedure as set forth in Article 8 of this Agreement.

Section 7.

When an employee's position is reclassified, the employee shall be placed on the step in the new classification which would provide a raise at least equal to one (1) step above the step she/he held in the prior classification plus any education incentive which will no longer be received in the new classification. If she/he was at maximum, she/he shall be placed at the step in the new classification that would provide an increase at least equal to the difference between maximum and the next lowest step in that prior classification plus any education incentive which will no longer be received in the new classification. She/he shall then be eligible for a step increase on the anniversary of the effective date of reclassification. The Town and the Union agree to establish a Reclassification Committee whose sole purpose shall be to make recommendations relating to the reclassification of positions at the Framingham Public Library. The parties agree that this Committee shall begin work within

ninety (90) days after ratification of this contract.

Section 8

The parties agree to create an Education Committee to review and recommend language for education incentives for next collective bargaining agreement as of 7/1/2016. The Committee will be comprised of:

- Three members of management – to be decided by the Town of Framingham
- Three members of the bargaining unit – to be decided upon by the bargaining unit

Section 9

The parties agree to create a Language Committee to review and recommend language for an incentives for employees who speak other languages and use their skills to translate information for library patrons for the next collective bargaining agreement as of 7/1/2016. The Committee will be comprised of:

- Three members of management – to be decided by the Town of Framingham
- Three members of the bargaining unit – to be decided upon by the bargaining unit

ARTICLE XIV

HOURS OF WORK

Section I.

The regular workweek for full-time employees shall consist of five (5) days, which may or may not be consecutive, totaling thirty-seven and one-half (37¹/₂) hours within a calendar week, beginning on Monday. The usual work day shall consist of eight (8) hours of work or less scheduled between the hours of 8:00 a.m. and 9:30 p.m., Monday through Friday; 8:00 a.m. and 6:00 p.m. on Saturday; and Noon and 6:00 p.m. on Sunday. The Town retains the right to schedule hours of duty in accordance with work requirements of the Library.

Consistent with past practice, the Director will cover Sunday work with employees who elect to work on Sundays. Permanent employees shall not be required to work Sundays during the work year except in the case of an emergency as determined by the Director.

Permanent employees shall not be required to work Saturday or Sunday except in the case of an emergency as determined by the Director, during the summer months of July and August up to and including Labor Day weekend.

Section 2.

Part-time employees can be required to work more than their regularly scheduled hours and be called in as needed by Library schedules. Whatever additional part-time work is required shall be equitably assigned after having given due consideration to the personal needs of the employees involved.

Section 3.

The Town may, apart from the above, establish from time to time different work schedules and hours of work for individual employees after consultation with the Union and after having given due consideration to the convenience of the employee involved.

Section 4.

Employees shall be allowed a fifteen (15) minute rest break in each one-half (1/2) shift.

Section 5.

Overtime pay at the rate of one and one-half (1 and 1/2) times the employee's regular straight time hourly rate shall be paid for work performed in excess of forty (40) hours in the work week.

ARTICLE XV

BEREAVEMENT LEAVE

Eligible employees will be granted a period of five (5) work days' absence, if

necessary, without loss of pay each time there is a death in the employee's immediate family. Additional days without loss of pay, if needed, may be granted at the discretion of the Director.

Immediate family shall be defined as the employee's spouse, children, mother, father, and members of the employee's immediate household.

Eligible employee will be granted a period of three (3) work days' absence, if necessary, without loss of pay each time there is a death of a sister, brother, grandchild, grandparents of either employee or spouse, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

When there is a death in the family other than those listed above, bereavement leave may be granted at the discretion of the Director.

ARTICLE XVI

PERSONAL DAY

Section 1.

Each full-time employee covered by this Agreement will be granted two (2) personal days in each fiscal year.

These personal days are for personal use without loss of pay and are to be taken at a time reasonable to the Director in order that the employee's absence will not interfere with the operation of the Department.

Section 2.

Part-time employees covered by this Agreement who work on a schedule of twenty (20) hours per week or more but less than the established weekly hours, will be eligible for two (2) one-half (1/2) days or one (1) single day as a personal day in each fiscal year.

Section 3.

An employee covered by this Agreement including those entitled to five (5) weeks of vacation who uses three (3) days or less of his/her available and earned sick leave for the period commencing July 1st through and inclusive of the following June 30, shall be entitled to