

Agreement Between

TOWN OF READING ("The Town")

and the

**AFSCME Council 93 Local 1703
Department of Public Works Union ("The Union")**



**Effective: July 1, 2021
Expiring: June 30, 2024**

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PREAMBLE

This Agreement made pursuant to the authority of Chapter 150E of the General Laws, by and between the Town of Reading, hereinafter referred to as "the Town" or "the Municipal Employer", acting by and through its Select Board, and the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO Local 1703, hereinafter referred to as "the Union".

WITNESSETH:

Whereas, the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and Whereas, the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; Now, therefore, in consideration of the promises and agreements herein contained, the parties agree as follows:

ARTICLE 1.0 - GENERAL CONDITIONS

SECTION 1.1 RECOGNITION

The Town, acting in and through its Select Board, recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours and other conditions of employment of employees in the Reading Public Works Department including Managing Foreperson, Working Foreperson, Senior Operators, Junior Operators and Laborers as defined herein.

SECTION 1.2 DURATION

This contract shall be effective as of July 1, 2021 and shall remain in full force until June 30, 2024 and shall thereafter automatically renew itself for successive terms of one (1) year each unless during the month of December next prior to the expiration of the contract, either party shall have given the other written notice of its desire to modify or terminate the Agreement.

SECTION 1.3 STABILITY OF AGREEMENT

1.3.1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. This Agreement contains the entire agreement of the parties contained herein or those which might have been considered.

1.3.2. The failure of the Municipal Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

1.3.3. Should any provision of this agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in full force for the duration of this Agreement.

SECTION 1.4 MANAGEMENT RIGHTS

Neither the Municipal Employer nor its Select Board shall be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all power, authority and prerogatives including, without limitation, the exclusive right of the Municipal Employer or his duly designated agent to issue reasonable rules and regulations governing the conduct of the various Departments covered by this Agreement, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement, and to establish binding personnel policies not inconsistent with the contract following consultation with the Union.

SECTION 1.5 GRIEVANCE PROCEDURE

1.5.1. Only matters involving the question of whether the Municipal Employer is complying with the express provisions of this Agreement as to the interpretation and application thereof, shall constitute grievances under this Section.

1.5.2. Grievances shall be processed in the following manner. Note that all references to days in this Section refer to calendar days unless otherwise stipulated:

Step 1. The aggrieved employee with or without the Union representative shall present the grievance to the employee's immediate supervisor, within seven (7) days of the date of the grievance, who shall attempt to adjust the grievance informally and shall respond within seven (7) days.

If the Union requests it and the immediate supervisor agrees Step 1 can be bypassed and the grievance can go directly to the Director. The immediate supervisor must respond within four (4) days to the request by the Union to bypass this step.

Step 2. If the grievance is not settled at Step 1, the grievance may be submitted in writing by the aggrieved employee to the Director within seven (7) days after the Step 1 response. The aggrieved employee shall state under which section of this Agreement he/she is submitting the grievance. The Director shall hear the grievance if requested by the Union, and shall respond within fourteen (14) days.

Step 3. If the grievance is not resolved at Step 2, the grievance may be submitted in writing by the aggrieved employee to the Town Manager. The Town Manager shall hear the grievance if requested by the Union, and shall respond within twenty-one (21) calendar days.

Step 4. If the grievance is not resolved at Step 3, and if the grievance is within the definition of the terms as contained in this Agreement, the Union, but not any individual employee(s), may submit the grievance to arbitration by filing with the Town a statement of written intent to arbitrate.

Such submission must be made within forty-two (42) days after the expiration of the twenty-one (21) days referred to in Step 3. If the parties do not agree on an arbitrator within seven (7) days after submission, the submission shall be made to The Labor Relations Connection. Expenses for such arbitration service shall be shared equally by the parties. Each party shall bear its own expense for the presentation of the matter before the arbitrator.

1.5.3. The arbitrator hereunder shall be without power to alter, amend, add to, recommend any change or changes, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit the decision in writing within thirty (30) days after the conclusion of testimony and argument and subsequent filing of briefs, or as soon as practical thereafter.

The arbitrator shall have no power to recommend any right of relief for any period of time prior to the effective date of this Agreement.

SECTION 1.6 NO-STRIKE CLAUSE

1.6.1. No employees covered by this Agreement shall engage in, induce or encourage any strike, sympathy strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, induce, institute, authorize, participate in, sanction or ratify any work stoppage, slowdown, or withholding of services. Any employee participating in an activity prohibited by this Section is subject to disciplinary action, including dismissal.

1.6.2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith and shall, in addition, post notices to that effect on the bulletin board or boards in the various departments involved.

1.6.3. In consideration of the performance by the Union of its obligations under Sections 1 and 2 of this Section, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Section by individual members of the Union.

1.6.4. The Municipal Employer agrees not to institute against or maintain a lockout of employees covered by this Agreement.

1.6.5. Notice where required under any part of this Agreement shall be considered adequate if posted by regular mail in the case of the Municipal Employer to the Town Manager, and in the case of the Union to the individual whose name and address is as follows:

North Shore Coordinator
A.F.S.C.M.E. Council 93
7 Bedford Street
Burlington, MA 01803

and all legal processes will be considered adequately served if the same individuals are duly served.

SECTION 1.7 LABOR/MANAGEMENT MEETINGS

A joint labor-management committee composed of the Town Manager or designee, at least three representatives of the Bargaining Unit, and the Director is established. The committee shall meet as requested by either the Town or the Union to discuss employment related matters.

SECTION 1.8 ENTIRE AGREEMENT AND ANTI-PAST PRACTICE

This Agreement constitutes the Agreement between the Town and the Union and settles all demands and issues for the term of this Agreement with respect to any and all matters subject to negotiations.

The Town shall not be deemed to have agreed to any term or conditions of employment not specifically set forth in this contract.

SECTION 1.9 – DIRECTOR OF PUBLIC WORKS

The term 'Director of Public Works' and 'Director' shall have the meaning of 'Director of Public Works or designee', unless otherwise specified.

ARTICLE 2.0 OPERATION OF THE DEPARTMENT

SECTION 2.1 NON-DISCRIMINATION

The Town does not discriminate against any person on the basis of race, religion, ethnicity, color, gender, sexual orientation, gender identity, national origin, ancestry, age, marital status, veteran status, or disability, or any other protected status defined by law.

SECTION 2.2 HOURS OF WORK

Hours of work will be 7 AM - 3 PM, Monday through Friday with a fifteen (15) minute morning break, and a thirty (30) minute paid meal period. Employees will take their breaks and meals on the job site.

SECTION 2.3 SAFETY AND HEALTH

2.3.1. Both parties to this Agreement and the employees covered by this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's superior and shall be the subject of grievance hereunder. The Municipal Employer and the Union shall meet no less than every four (4) months to review accidents, safety rules, regulations and the enforcement thereof, or if a serious accident occurs, within ten (10) days of occurrence.

2.3.2. The Union recognizes the Town's right to promulgate safety rules and regulations incorporated in a Safety Manual. The Town may hold employees accountable for following safety rules and procedures or for contributing to unsafe or unhealthy working conditions, provided that there is a clear understanding on the part of both parties as to the applicable safety rules and procedures and the particular conditions which are of concern to the Town. The Union will meet with representatives of the Town to clarify such matter.

2.3.3 The Town reserves the right to develop and implement safety rules and regulations, and to enforce new and existing safety rules and regulations. The Town agrees that, upon the implementation of any new safety rule or regulation, the Union may, within 2 weeks of the effective date, request to impact bargain over the effect of such new rule or regulation.

2.3.4 Managerial employees not covered by this Agreement, shall not operate equipment or do manual labor except in emergency situations or while conducting training.

SECTION 2.4 EMPLOYEE DEVELOPMENT

2.4.1 It is the policy of the Town of Reading to encourage employee development on the part of regular full-time employees when the employee development will enable them to better perform their current jobs, and when it will prepare them for advancement and promotion within the Town.

Employee development may include conferences, seminars, non-accredited courses, accredited college courses, college courses while enrolled in a degree program and enrichment programs offered by the Town.

In order to encourage employee development, the Town will pay for costs reasonably related to the programs included in the definition of continuing education. These costs may include tuition, registration and books and publications. Parking, mileage or other transportation, meals and lodging, if the program is away from the immediate area, will be evaluated on a case-by-case basis, and may be paid when the employee development is directly related to the existing job of the employee and is not part of a degree program.

Attendance at employee development programs is dependent upon the following:

1. The employee must have completed the probationary period;
2. The employee development program must be related to the employee's current job or a job that can reasonably be expected to be available with the Town in the near future;
3. Adequate appropriation in the Municipal Budget or funds available from grants dedicated to employee development.
4. The Director must agree that attendance at the program will not adversely affect the functioning of the Department in the employee's absence;
5. Application to attend the program must be made in writing and approved by the Director and the Town Manager in advance of the beginning of the program;
6. The employee must complete the program with a grade of "C" or better with satisfactory completion of the course if the course is un-graded.

An employee development program that is directly related to a current job held by an employee may be taken during working hours. Overtime shall not be awarded if a professional development program is outside of regular work hours. If a class is scheduled for longer than eight (8) hours the Director may approve additional compensatory time. If the hours of a class are scheduled outside of regular work hours, the Director may approve a compensatory swapping of time

2.4.2 The Town will reimburse an employee for the renewal of a Class A or B driver's license with air brake and tanker endorsements, and the cost of renewing drinking water, hoisting engineer and pesticide licenses, as approved in advance by the Director.

The Town also agrees to pay for one Department of Transportation (D.O.T.) medical examination every two years related to an employee's application for a D.O.T. certificate which is required to renew a Hoisting Engineer License with the Commonwealth of Massachusetts Department of Public Safety. The employee is required to have the medical examination at a medical facility to be determined by the Town.

The DPW Director or designee has the discretion to reimburse an employee for license reinstatements on a case-by-case basis.

The possession of licenses as listed in Schedule B is a condition of employment. Employees shall be required to acquire and maintain for the duration of this contract all licenses listed for their job title as detailed in Schedule B of this contract. Each employee will be required to submit to the Director copies of all CEU certificates required to maintain any license required by the Town. Employees may also submit license paperwork on licenses not required but as may be helpful for future promotion. Copies of licenses shall be submitted on December 31 of each year, and upon renewal.

SECTION 2.5 PERFORMANCE EVALUATIONS

The Union supports the employer's concept of performance evaluations. These evaluations will be used for the purpose of awarding step movement, and the Union will cooperate with the employer to establish satisfactory training methods as needed and may make recommendations to improve the entire process.

An unsatisfactory performance evaluation will be one that has three or more 'does not meet standards'. The first such unsatisfactory evaluation will not change scheduled compensation, but will trigger the need for a written Performance Improvement Plan approved by the Director and be followed by a second evaluation scheduled within six months.

A second consecutive unsatisfactory performance evaluation will result in the reduction of compensation by one step.

In the event of two consecutive unsatisfactory evaluations, a subsequent satisfactory evaluation will restore the step removed and restore the ability to earn additional steps through the annual review process.

The Director will have final approval of all evaluations. In the event of an unsatisfactory evaluation, the Director will offer to meet with an employee and review the Performance Improvement Plan. The Director shall also offer to meet with employees prior to the issue of any evaluation in which there is a likelihood that he/she shall fail to meet performance standards on such evaluations.

SECTION 2.6 SENIORITY

Seniority shall be defined as the total length of continuous service with the Town of Reading Department of Public Works. Time worked as a temporary or seasonal employee shall be considered as part of continuous service under this section of the contract. An employee who has previously worked for the Town may restore prior seniority after working again for the Town for a period of time equivalent to the length of prior service. The Town will develop, post, and maintain a seniority list which shall be reviewed by the Bargaining Unit, and which shall be the official document used for purposes of determining seniority in the Union.

SECTION 2.7 POSTING

2.7.1 Within thirty (30) calendar days of a position covered by this agreement becoming vacant, the Town will advise the Union of its then current intention regarding filling the position. If the Town intends to fill the position, it will be posted within 30 days of the decision to fill the position. Nothing shall prevent the Town from initially deciding not to fill a position and then later deciding to fill it. In such circumstance, the Town will fill the position within 30 days of posting if it's going to be filled in-house. When a position covered by this agreement becomes vacant and the Town determines to fill that position, the Town shall post the position with a description of the title, wage rate range, duties, qualifications, hours of work, and work location for a period of seven (7) calendar days.

2.7.2 It shall be the responsibility of the Town to determine the competence and qualification of the applicant for each position within the Union. Employees within the Union shall receive an interview for such vacant positions upon request. The Town shall award the position to the applicant best qualified for the position based on the duties and responsibilities of the position and other relevant factors. Where one or more applicants are equally qualified, the applicant who is a member of the Union shall be awarded the position. Where one or more members of the Union are equally qualified, the union member with the most seniority shall be awarded the position.

2.7.3 The grievance procedure is available for employees who wish to question a decision made in a situation where seniority is a factor.

SECTION 2.8 LAYOFFS

2.8.1. In the event of a layoff, employees will be allowed to exercise departmental seniority within the Department, to bump prior employees in equal or lower job classifications

2.8.2. Employees who are laid off will be placed on a recall list for a period of one (1) year. Recall will be in order of seniority for vacancies in equal or lower job classifications. Recall rights will terminate sooner if a recall offer is refused.

SECTION 2.9 DISCIPLINE AND DISCHARGE

Employees who have completed their probationary period shall not be disciplined or discharged without just cause.

SECTION 2.10 WORK ON TOWN BUILDINGS

The Town will attempt to have only building maintenance personnel working on Town (including school) building projects. At times additional personnel and/or equipment may be needed to supplement available building maintenance personnel and equipment. In those cases, the Director of the DPW may assign such work to DPW personnel.

SECTION 2.11 UNIFORMS

As of July 1, 2014, the annual clothing allowance is included in the employee's base salary. Employees shall wear such uniforms and boots as determined by the Department. They should present a good personal appearance to the public at all times and

reflect a positive image. The uniform identifies the person as an employee of the Town of Reading. Uniforms shall be kept neat, clean and in good repair. Supervisors shall make the determination on acceptable uniforms in terms of cleanliness, neatness, and general appearance.

SECTION 2.12 SUBCONTRACTING

The Town has the right to subcontract out bargaining unit work which supplements work performed by bargaining unit members. The Town shall notify the Union, in writing, prior to instituting any subcontracting which would result in the reduction in force termination of any employee(s) and shall, upon request made by the Union in writing within five (5) days of such written notice, bargain with the Union concerning the impact of any such subcontracting which results in the reduction in force termination of any employee(s), subject to the provisions of M.G.L Chapter 150E with regard to mid contract impact bargaining. There shall be no reduction in force terminations of any employee hired prior to July 1, 2019 as a result of subcontracting.

ARTICLE 3 - COMPENSATION

ARTICLE 3.1 WAGES

3.1.1. The Wage Schedule shall be effective as included in **Appendix A: Salary Schedule**. This schedule will be in effect for the duration of this contract.

3.1.2. The schedule for step increases shall be as follows: Upon a twelve (12) month anniversary of their promotion or hire, an employee shall be eligible for a one (1) step increase. Following that, all employees that receive satisfactory performance evaluations will receive annual step increases on July 1st of the following fiscal year. Part of this step process includes movement from Laborer Step 2 until June 26, 2022 (and from Laborer Step 3 as of June 27, 2022) to Junior Operator Step 1.

3.1.3. Every employee within the bargaining unit shall be required to have and maintain their CDL license with air brake and tanker endorsements once the employee has completed their probationary period. Failure to achieve and maintain the necessary licenses shall be grounds for dismissal. If an employee covered by this section loses their license for any reason, including reasons related to CDL license drug and alcohol testing which is covered by another policy separate from this contract, for up to 180 days, the Town may reduce their position and pay. Grades 13 and above will be reduced to grade 9 step 5; grades 9 step 5 and below will be reduce to grade 5 step 2, until the license is restored. The employee will not lose the seniority in his/her position for the time that the license is suspended. Any loss of license not on the job for over 180 days will result in termination from the employ of the Town as not meeting the minimum requirements of the job description. Failure to notify the Town of Reading of loss of license for any period is grounds for immediate termination. If the State law regulating Driving Under the Influence (DUI) is changed during the term of this contract, then the Town and the Union agree to re-open the contract relative to that issue.

3.1.4. The Parks/Cemetery Foreperson will continue to perform the duties of his crew as well as to provide supervision of the work effort when the supervisor is not physically present at the job site.

3.1.5. The "hourly rate" is determined by dividing the weekly rate by 40 and is included in Schedule A-1. Hourly rates are rounded to the nearest whole cent.

For the duration of this contract, the Town will issue paychecks on a biweekly basis.

ARTICLE 3.2 OVERTIME

3.2.1. Overtime at the rate of one and one-half (1.5x) times the regular rate shall be paid for the number of hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours of straight time in any one (1) week. Employees called for scheduled overtime (not scheduled as an extension at the end of the regular work day) or emergency work outside of their regular working hours shall be credited with a minimum of four (4) hours worked. Employees working for the Cemetery Division for interments on Saturdays or holidays shall be credited with a minimum of four (4) hours worked. Three (3) employees shall be called to work on a double depth funeral and shall be credited with a minimum of four (4) hours time

worked when they work on Saturdays or holidays. Employees who work past the end of the regular work day, as required by the supervisor, will be credited with a minimum of two (2) hours worked. This excludes the closing and locking of the DPW buildings.

3.2.2. Overtime at the rate of one and one-half (1.5x) times the regular rate shall be paid for the number of hours worked in excess of the standard workweek in any given week.

- a. Only time actually worked during the standard workweek or credited by Town-recognized holiday time shall be used in the computation of overtime.
- b. Two (2) or more types of overtime or premium pay provided for by any provision of this Agreement shall not be applied to the same identical hours worked; instead pay shall be computed on that basis which would yield the greater amount.

3.2.3. Overtime will be distributed in as fair and as equitable a manner as circumstances permit. Records will be maintained in each division.

Available overtime shall be first offered within the appropriate Division(s), and shall be filled within the Division(s) according to rules promulgated by the Union, which rules shall be subject to approval of the Director. If the overtime is offered within the appropriate Division(s) and cannot be filled within that Division(s), then the overtime will be offered to other members of the Union in accordance with rules promulgated by the Union and approved by the Director. The intent of this section, and the rules promulgated by the Union, shall be to offer fair distribution of available overtime funds to all Union employees as follows:

- First within the appropriate Division(s); and
- then within the entire bargaining unit.

The Town shall be the sole determiner of what is the appropriate Division(s) for the available overtime, based upon which Division(s) would normally perform the needed work if it were to be performed during the regular work day. Additionally, the Town reserves the right to determine the types of qualifications needed to perform the required overtime. Overtime work will be assigned, both within and outside the appropriate Division(s), based upon job qualification and job title / job description.

Nothing in this section shall be construed as interfering with the Town's ability to modify and/or reorganize the Department of Public Works or any other Department or function of the Town. Nor shall anything in this section be construed as requiring the Town to offer overtime at any level.

3.2.4. An employee on vacation may work call overtime.

3.2.5 - Premium Days - Work performed on Sunday shall be paid at time and one-half (1.5x). Emergency overtime work performed on Christmas Eve, or New Year's Eve shall be paid at double time (2.0x). Christmas Eve is defined as December 24, from midnight to midnight. New Year's Eve is defined as December 31, from midnight to midnight.

3.2.6- Overtime Emergency Conditions - Normally, employees shall not be allowed to work over 24 consecutive hours. If an employee does work over twenty-four (24) consecutive hours the following protocols shall be followed:

- At the end of this period, employees will be allowed at least a **six (6) hour** break without loss of compensation or leave time. This shall be compensated to the employee at straight time and be known as "rest time". (The Town will determine the number and qualifications of employees that need to stay past the twenty-four (24) hours).
- If an employee is called back to work within six (6) hours of the regular scheduled work day, or within six (6) hours of being released from overtime duty, the calculation of the twenty-four (24) consecutive hours will start at the beginning of the scheduled work or the beginning of the overtime duty (It must be based on actual time worked, not time credited as work time).
- Employees who continue to work without a **six (6) hour** break shall be credited with one and one half (1-½) hours for every hour worked until they receive a **six (6) hour** break.
- The time and one half (1-½) would apply whether the employee is working during regularly scheduled work time or not, and would be in lieu of any normal straight time compensation (No employee shall receive time and one half on top of straight time compensation, which would amount to double time and one half).
- Employees who leave after the twenty-four (24) hours will be required to be available after their six (6) hour rest period.
- Emergency conditions will be determined by the Director. Emergency conditions include, but are not limited to sanding/salting operations, snowplowing, and snow removal.

ARTICLE 3.3 WORKING OUT OF CLASSIFICATION

The following provisions govern temporary assignment to a higher paying job classification within the bargaining unit, effective upon the date of signing of this agreement:

1. If a position above a Managing Foreperson or a Working Foreperson is absent for more than 24 consecutive hours (3 work days), the position must be filled by the most senior employee, in the next lowest grade in that division, who possesses a CDL and Hoisting License. The employee must be able to perform all of the job duties of the position being filled. There will be a maximum of one (1) employee moved to a higher classification per absent position.
2. If a position above Managing Foreperson or Working Foreperson is unfilled for more than 10 working days, the Town shall award the temporary assignment of the posi-

tion to the member of the Union, who in the opinion of the Director, is best qualified for the position, based on the duties and responsibilities of the position and the licenses required per Schedule B. When one or more members are equally qualified, the member with the most seniority shall be awarded the assignment. Nothing shall prevent the Director from awarding the temporary assignment among eligible employees on a rotating basis.

3. In the Highway/Equipment Maintenance Division, if the Supervisor is absent, the most senior employee in the next lowest grade in Highway and the most senior employee in the next lowest grade in Equipment Maintenance will work out of classification for the Supervisor.
4. In the Parks/Forestry/Cemetery Divisions, if the Supervisor is absent, the most senior employee in the next lowest grade in Parks/Cemetery and the most senior employee in the next lowest grade in Forestry will work out of classification for the Supervisor.
5. An employee working out of classification shall be paid for such work at the rate of such higher job not less than 5% higher than their base rate of pay if they work eight (8) hours or more in the job. The definition of an absent employee, in this case, includes supervisors not in the bargaining unit.

ARTICLE 3.4 CALL PERSONS

3.4.1 - Employees covered by this Agreement who are scheduled as "Call Persons", for the seven (7) day week in which such responsibility is given to them, shall receive additional weekly pay as follows, effective as of the date of signature for this agreement:

Weekly premium – call person	\$300
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If called in, they shall receive one and one-half (1.5x) times their regular rate for hours worked with a minimum of four (4) hours credit as time worked.

The Forestry Division will have a "Call Person" from July 1 through October 31.

The Town determines who is qualified to be on call in all divisions.

Any substitutions of the call person designation and responsibility must be submitted to the Director in advance.

3.4.2 A mechanic will be called in on an as needed basis for emergency vehicle breakdowns. For emergencies, such as fires, floods, water main breaks, and state of emergency, the need for a mechanic is to be determined by the Director. For the entire time of the emergency or the minimum call-in (whichever is applicable), the mechanic is to remain working on other work at the vehicle maintenance facility until or unless required to be at the scene of an emergency. For the entire time of a scheduled DPW paving operation or the minimum call-in (whichever is greater), the mechanic is to remain working on other work at the vehicle maintenance facility until or unless required to be at the scene of the paving operation.

ARTICLE 3.5 MEAL ALLOWANCE

It is the responsibility of the employee to use the meal ticket on the date of issue and insure that the ticket is punched with the value of food purchased up to the maximum value of the ticket. This privilege may be withdrawn if these requirements are not met. Meal tickets will be issued in the following manner:

(B) = Breakfast

(L) = Lunch

(D) = Dinner

(LN) = Late Night

	<u>REGULAR WORK DAY</u>	<u>WEEKEND/HOLIDAY</u>
SNOW PLOWING	Start before 5:00 A.M. – (B) Complete after 11:00 A.M. – (L) Complete after 6:00 P.M. – (D) Complete after 9:00 P.M. – (LN)	Start before 5:00 A.M. – (B) Complete after 11:00 A.M. – (L) Complete after 6:00 P.M. – (D) Complete after 9:00 P.M. – (LN)
SNOW REMOVAL	Complete after 4:00 A.M. – (B); Complete after 11:30 A.M. – (L)	Complete after 4:00 A.M. – (B); Complete after 11:30 A.M. – (L)
CONTINUATION OF DAY	Completion after 6:00 P.M. – (D)	N/A
SCHEDULED CALL-IN	Start before 5:00 A.M. – (B); Start 3:00 P.M.-7:00 P.M. with 3 hours actual work within these hours – (D)	Start before 5:00 A.M. with 3 hours actual work time – (B); Work 3:00 P.M.-7:00 P.M. with 3 hours actual work time within these hours – (D)
EMERGENCY CALL-IN	Start before 5:00 A.M. – (B); Start 3:00 P.M.-7:00 P.M. with 3 hours actual work time within these hours – (D)	Start before 5:00 A.M. with minimum 3 hours work time –(B); 3 hours actual work time within 10:00 A.M.-2:00 P.M. – (L); 3 hours actual work time within 3:00 P.M.-7:00 P.M. – (D)

ARTICLE 3.6 LONGEVITY

No member of this bargaining unit is eligible for longevity payments. Longevity payments were eliminated from this contract in June 2014 by paying a lump sum to any employee eligible for longevity at that time.

ARTICLE 4 – EMPLOYEE BENEFITS

ARTICLE 4.1 HOLIDAYS

4.1.1. All regular Town employees shall be entitled to the following holidays with pay when they fall within the regular workweek:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth Independence Day	Christmas Day

4.1.2. If a holiday should fall on a Saturday or Sunday, the schedule set by the Commonwealth of Massachusetts shall determine when the holiday is celebrated. Employees shall receive an additional floating holiday (8 hours) in the event that the schedule set by the Commonwealth leaves the celebration date on a weekend.

4.1.3. In the event an employee is required to work on any Town-recognized holiday, he/she shall be compensated for the number of hours worked at two (2) times his/her regular hourly rate in addition to his/her regular pay. If a recognized holiday falls on an employee's day off, he/she shall receive holiday pay at his/her regular rate of pay.

4.1.4. A "floating holiday" is a day off to be taken at the employee's discretion with the prior approval of the Director. Each employee of the Bargaining unit as of June 30, 2004 will be given three (3) floating holidays (24 hours) per calendar year, and the Holidays must be used in that calendar year. Employees hired on or after July 1, 2004 shall receive two (2) Floating Holidays (16 hours) per year under the same terms and conditions as employees hired on or before June 30, 2004. Floating holidays may be taken in 1/2 day (4 hour) increments. A floating holiday will not be available to an employee during the probationary period.

ARTICLE 4.2 VACATIONS

4.2.1. Vacation shall accrue at the rate of 6.67 hours per month for the remaining portion of the calendar year in which an employee is hired. No vacation may be used for the first six (6) months of employment. Two (2) weeks (80 hours) vacation with pay will be advanced to all employees beginning January 1 after their employment begins.

4.2.2. Three (3) weeks (120 hours) vacation with pay will be advanced to all employees beginning on the date of completion of their fifth year of continuous service in the department. On January 1 of the year in which the fifth year of continuous service is to be met, the vacation advanced will be 80 hours earned plus the pro-rated portion of hours between 80 and 120 earned that year.

4.2.3. Four (4) weeks (160 hours) vacation with pay will be advanced to all employees beginning on the date of completion of their tenth year of continuous service in the department. On January 1 of the year in which the tenth year of continuous service is to be met, the vacation advanced will be 120 hours earned plus the pro-rated portion of hours between 120 and 160 earned that year.

4.2.4. Five (5) weeks (200 hours) vacation with pay will be advanced to all employees beginning on the date of completion of their twentieth year of continuous service in the department. On January 1 of the year in which the twentieth year of continuous service is to be met, the vacation advanced will be 160 hours earned plus the pro-rated portion of hours between 160 and 200 earned that year.

4.2.5. Vacations must be taken within the calendar year.

4.2.5.1 An employee granted up to three (3) weeks (120 hours) vacation may elect to carry over one week (40 hours) of vacation into the next calendar year.

4.2.5.2 An employee granted four (4) or more weeks (160 hours or more) of vacation may carry over up to two (2) weeks (80 hours) of vacation into the next calendar year.

4.2.5.3 Vacation carried over must be taken by June 30 of the next calendar year. All carryover must have prior approval of the Director.

4.2.6. Vacations are scheduled under the direction of the Director at the convenience of the department.

4.2.7. If a holiday falls within the vacation period, then one (1) day (8 hours) less vacation time will be used.

4.2.8. Vacation will not be granted in less than eight (8) hour increments unless approved by the Director. However, with 18 hours of notice an employee may use up to three (3) vacation days (24 hours) in four-hour increments. The Director may require notice of up to 72 hours at the convenience of the Department.

4.2.9. Employees who terminate employment with the Town and who has taken vacation in excess of that which he has accrued (determined on a monthly accrual basis) must compensate the Town for the excess vacation either directly or by withholding from paychecks. Employees who are retiring and give at least six (6) month notice of retirement will be entitled to the full years paid vacation without pro-ration.

ARTICLE 4.3 SICK LEAVE

4.3.1. Employees who have completed the probationary period shall be eligible for payment from accrued sick leave for time absent due to illness, injury, or medical appointments that cannot be arranged after regular working hours.

Sick leave shall be accrued on the basis of 1 day (8 hours) per month of service beginning on the first day of the month of employment. Unused sick leave shall be accumulated from year to year without limitation.

4.3.2 Up to five (5) days (40 hours) of accrued sick leave may be used by an employee to attend to a spouse, parent, child, immediate family member or someone who lives in the same household as the employee, and who is ill. There will be no carry-over of this benefit from one calendar year to another calendar year. The Town Manager may extend the sick leave used in this manner beyond what is permitted. This extension of the leave will be granted only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case and denial of such a request is not subject to appeal.

4.3.3 An employee who is on paid vacation, floating holiday or using compensatory time, and who is hospitalized for an injury or illness, at his/her option and provided that he/she has sick leave available, may have his/her vacation, floating holiday, or compensatory time changed to paid sick leave for the period of the actual hospitalization.

4.3.4. Unused sick leave shall be accumulated from year to year without limitation.

4.3.5. Employees who became members of the bargaining unit on or before June 30, 2004 shall be entitled, upon death, retirement, or termination of employment with at least seven (7) years of service for reasons other than dismissal for just cause, to be paid for unused sick leave days not exceeding one hundred (100) days at fifty percent (50%) of his/her per diem rate (i.e. up to fifty (50) full days' pay) calculated as one-fifth (1/5) of his/her regular weekly pay (as specified in Article 3.5 of this Agreement) in effect at time of death, retirement or termination of employment. An employee who is laid off with at least seven (7) years of service shall be paid for unused sick leave in accordance with this section on the expiration of his one (1) year recall period.

Employees who become members of the bargaining unit on or after July 1, 2004 shall not be entitled to any sick leave buyback.

4.3.6. When absence by reason of sickness or injury is for a period of three (3) consecutive days (24 hours) or more, the Director may require the employee to submit a letter from a regularly licensed practicing physician stipulating the employee's ability to perform the essential duties of the position or restricting work hours or duties, before the employee shall be entitled to leave with pay.

4.3.7. Sick Leave Bank

4.3.7.1 A "Sick Leave Bank" shall be established and maintained for the purpose of protecting regular full time employees against loss of income due to long term illness or disability.

4.3.7.2 The Sick Leave Bank will be administered by a committee consisting of one (1) member to be elected from the Union for a three year term, and a total number of committee members which shall provide for one representative of each Union in-

involved plus appointees of the Town Manager equaling one less than the total number of Union representatives.

4.3.7.3 The Sick Leave Bank policy is included in the Town's Personnel Policies and is binding for this bargaining unit.

4.3.8. Worker's Compensation.

- a. An employee out on an absence compensable under Worker's Compensation may use accumulated sick leave to supplement worker's compensation up to 100 percent of salary, and sick leave accumulation will be reduced by the amount of sick leave actually used.
- b. During the processing of a worker's compensation claim, an employee may use sick leave for the first five (5) days (40 hours). After worker's compensation eligibility is determined, any sick leave which overlaps will be re-credited and any overlapping payment of sick leave of worker's compensation will be refunded to the Town.
- c. The Town, at its expense, may immediately send an employee who may have suffered an injury compensable under worker's compensation to a physician designated by the Town.
- d. Time off benefits consisting of vacation and sick leave only will continue to accrue during the first year that an employee is absent from work on a worker's compensation claim. No leave other than vacation or sick leave will accrue during that time. Time off benefits will not be used or compensated during that period, and cannot be used until/unless the employee returns to active status. After 1 year, no time off benefits will continue to accrue.
- e. No paid funeral or family emergency leave, jury duty, maternity leave, or any other paid or unpaid leave will be granted to an employee on workers compensation leave.
- f. Tuition reimbursement is not available to an employee on worker's compensation leave unless the employee has applied for and been approved for such reimbursement prior to going on worker's compensation leave; and further provided that the employee is able to take the course that was approved.
- g. An employee who is on worker's compensation leave will not be eligible to apply for a posted job, except that if the employee is expected to return to work within thirty (30) calendar days after the position is to be filled, then the employee may apply. If the employee does not actually return to work within thirty (30) days of the expected start date, then the Town may assign someone else to the position.
- h. If the employee who is on worker's compensation leave does not return to work within two (2) years of the date of the initial leave, then the employee may be considered terminated from employment of the Town for purposes of pay, all

benefits, this labor contract, and any other aspects of a regular employee, other than those rights specifically provided by worker's compensation law. If the employee is not eligible for disability retirement at the expiration of two (2) years of worker's compensation leave, then the terms of this paragraph will go into effect at the expiration of 30 months from the initial date of worker's compensation leave.

4.3.9 Modified/Light Duty

- a. If after missing fourteen (14) calendar days for a work related or non-work related injury, an employee is unable to return to full duty status, a Town designated physician may examine the employee to determine his or her fitness to perform modified/light duty. Before making a determination, the Town designated physician shall consult with the employee's treating physician. Employees remain eligible to buyback the first five (5) days of sick leave use on worker's compensation even if the employee is brought back for light duty prior to the twenty-first (21st) day.
- b. Each physician who administers an examination under this procedure shall be provided by the Town with a detailed analysis of the physical requirements of the modified/light duty tasks proposed and shall be asked to make a determination of the fitness of the examined employee to perform the specific physical requirements of each modified/light duty task. Each physician shall be asked to specify which, if any, modified/light duty tasks the examined employee is not capable of performing. If a conflict arises between the two physicians, the disputed task shall not be performed by the employee.
- c. In the event that an employee is assigned to modified/light duty, such light duty shall not interfere with on-going medical treatment.
- d. Since modified/light duty assignments are a temporary accommodation, not a long-term solution to an employee disability, the maximum duration of a modified/light duty assignment is 90 calendar days unless an extension is mutually approved by the Union and DPW Director.
- e. The compensation level of an employee covered by the state's statute governing workers compensation shall not be reduced in any way based on the assignment of modified/light duty.
- f. An employee on modified/light duty may use time off benefits consisting of vacation, sick, or floating holiday time.
- g. Modified/light duty tasks shall be determined by the Director.

ARTICLE 4.4 BEREAVEMENT/EMERGENCY LEAVE

4.4.1. Up to five (5) days (40 hours) leave with pay will be granted by the Town Manager for death in the immediate family. Immediate family is defined as a spouse, parent, grandparent, grandchild, brother, sister, son, daughter, mother-in-law, father-in-law, daughter-in-law or son-in-law.

4.4.2. One (1) day (8 hours) leave with pay will be granted to any employee to attend the funeral or other memorial service of other members of his/her family defined as aunt, uncle, sister-in-law, brother-in-law, niece or nephew.

4.4.3. This benefit is available to all regular full-time employees who have completed their probationary period.

4.4.4 The Town Manager may extend the bereavement/emergency leave beyond what is permitted above. This leave will be granted only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case and denial of such a request is not subject to appeal.

ARTICLE 4.5 COMPENSATORY TIME

In lieu of overtime pay in cash at time and one-half, at the Director's discretion, an employee may elect to receive compensatory time off on a time and one-half basis, (one and one-half (1 ½) hours for each hour actually worked).

Compensatory time off may be accumulated to a maximum of 40 hours at any one time and shall be scheduled by mutual consent of the employee and the Director. Taking compensatory time shall not create an overtime situation. Compensatory time may be used in full day increments only, except that the Director may allow use of compensatory time in less than a full day increment during the month of December in order to allow the employee to use up remaining balances.

Compensatory time shall be used by December 31 of each year, and may not be carried over to a new year.

ARTICLE 4.6 BENEFITS FOR NEW HIRES

4.6.1 All time off benefits including vacation, sick leave and floating holidays will accrue during the twelve (12) month probationary period.

4.6.2 For the first six (6) months, only sick time may be used during the probationary period with the following restrictions:

1. Only accrued sick time may be used (see Section 4.3).
2. Sick time may only be used for personal illness or injury.
3. The Town may require the employee to submit a letter from a regularly licensed practicing physician giving the prognosis of the illness or injury before the employee shall be entitled to sick leave with pay.

Advancement of Sick Leave, the use of the Sick Leave Bank, FMLA, Leave of Absence other than FMLA Leave, and Floating Holidays are not available to employees during the first six months probationary period. When absence is compensable under Worker's Compensation Law, in accordance with Section 4.3, an employee may elect to use accumulated sick leave during the probationary period.

4.6.3 Paid vacations are not available for use during the first six (6) months of the probationary period. Unpaid vacations may be used during the first six (6) months of the probationary period only on the recommendation of the Director and the approval of the Town Manager.

4.6.4 Bereavement Leave is available, in accordance with Section 4.4 of this contract, to the employee during the probationary period on the recommendation of the Director and the approval of the Town Manager. The Town Manager may extend leave during the probationary period only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case, and denial of such a request is not subject to appeal.

ARTICLE 5.0 – UNION BUSINESS

ARTICLE 5.1 UNION DUES / AGENCY FEE

The Town agrees to deduct dues/agency fees from the wages of employees covered by this agreement provided that a signed authorization form is submitted for each such employee.

ARTICLE 5.2 UNION BUSINESS LEAVE

Three (3) days of paid leave for union business may be granted to the Union designee, provided the Director is notified by July 1 of each contract year, as to who has been designated, and provided the designee gives the Director three (3) days' notice prior to taking such leave. The Town will exercise flexibility in notice of leave where three (3) days' notice cannot be given, and where the leave can be granted without creating hardship for the employer. Such leave shall be used to attend annual conventions, including AFSCME International, AFSCME Council 93, or MA AFL-CIO.

ARTICLE 5.3 UNION BULLETIN BOARD

Bulletin board space will be provided for Union announcements. The term "Bulletin Board" shall also include the utilization of computers and other electronic equipment. Such announcements shall not contain anything political, denunciatory, inflammatory or anything derogatory of the Municipal Employer or any of its officers or employees. Any Union authorized violations of this Section shall entitle the Municipal Employer to disregard its obligations under this Section.

IN WITNESS WHEREOF the Town of Reading has caused this Agreement to be signed on its behalf by its duly authorized Select Board, and the American Federation of State, County and Municipal Employees, AFL-CIO, on its behalf by its duly authorized officer, and Local 1703 on its behalf by its duly authorized officer this 15th day of February 2022.

TOWN OF READING
TOWN MANAGER:

By  _____

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 1703:

By Janie Eulie
Chapter Chairman, Local 1703

APPENDIX A: SALARY SCHEDULE

CLASSIFICATION PLAN

July 1, 2021 through June 30, 2024

Grade 19 Managing Foreperson: Managing Foreperson and Master Technician

Grade 17 Working Foreperson: Working Foreperson and Technician I;

Grade 13 Senior Operator: Senior Operator and Tree Climber I

Grade 9 Junior Operator: Junior Operator; Tree Climber II; Meter Repair; and Technician II

Grade 5 Laborer: Laborer; Technician III

Schedule A1

July 1, 2021 through June 26, 2022

FY22: New pay table

Positions/Steps	1	3%		3%		3%		5%	
		2	3	4	5	6	7	8	
Managing Foreman	\$ 31.00	\$ 31.93	\$ 32.89	\$ 33.87	\$ 34.89	\$ 35.94	\$ 37.02	\$ 38.87	
Working Foreman	\$ 28.25	\$ 29.10	\$ 29.97	\$ 30.87	\$ 31.80	\$ 32.75	\$ 33.73	\$ 35.42	
Senior Operator	\$ 25.10	\$ 25.85	\$ 26.63	\$ 27.43	\$ 28.25	\$ 29.10	\$ 29.97	\$ 31.47	
Junior Operator	\$ 23.35	\$ 24.05	\$ 24.77	\$ 25.52	\$ 26.28	\$ 27.07	\$ 27.88	\$ 29.28	
Laborer	\$ 20.75	\$ 21.79							

Schedule A2

June 27, 2022 through June 25, 2023

FY23: Steps + 1.5% COLA; eliminate SO+JO+L step1; add L step 3

Positions/Steps	1	3%		3%		3%		5%	
		2	3	4	5	6	7	8	
Managing Foreman	\$ 31.47	\$ 32.41	\$ 33.38	\$ 34.38	\$ 35.41	\$ 36.48	\$ 37.57	\$ 39.45	
Working Foreman	\$ 28.67	\$ 29.53	\$ 30.42	\$ 31.33	\$ 32.27	\$ 33.24	\$ 34.24	\$ 35.95	
Senior Operator		\$ 26.24	\$ 27.03	\$ 27.84	\$ 28.67	\$ 29.53	\$ 30.42	\$ 31.94	
Junior Operator		\$ 24.41	\$ 25.14	\$ 25.90	\$ 26.67	\$ 27.48	\$ 28.30	\$ 29.71	
Laborer		\$ 22.11	\$ 23.22						

Schedule A3

June 26, 2023 through June 30, 2024

FY24: Steps + 1.5% COLA

Positions/Steps	1	3%		3%		3%		5%	
		2	3	4	5	6	7	8	
Managing Foreman	\$ 31.94	\$ 32.90	\$ 33.88	\$ 34.90	\$ 35.95	\$ 37.02	\$ 38.13	\$ 40.04	
Working Foreman	\$ 29.10	\$ 29.98	\$ 30.88	\$ 31.80	\$ 32.76	\$ 33.74	\$ 34.75	\$ 36.49	
Senior Operator		\$ 26.63	\$ 27.43	\$ 28.26	\$ 29.10	\$ 29.98	\$ 30.88	\$ 32.42	
Junior Operator		\$ 24.78	\$ 25.52	\$ 26.29	\$ 27.07	\$ 27.89	\$ 28.72	\$ 30.16	
Laborer		\$ 22.45	\$ 23.57						

**Note – any employee without a Class A License in a position that requires it in Schedule B that has been previously grandfathered from this requirement will receive 2% less pay than shown above.*

SCHEDULE B

READING DEPARTMENT OF PUBLIC WORKS

SCHEDULE OF REQUIRED LICENSES

July 1, 2021

GENERAL NOTES: Forestry

1. Massachusetts Class A or Class B Commercial Driver's License (CDL) with Air Brake and Tanker Endorsements
2. Hydraulic Endorsements (2A & 1C)
3. Pesticide license

GENERAL NOTES: Parks/Cemetery

1. Massachusetts Class A or Class B Commercial Driver's License (CDL) with Air Brake and Tanker Endorsements
2. Hydraulic Endorsements (2A)
3. Pesticide license

GENERAL NOTES: Highway/Equipment Maintenance/Stormwater

1. Massachusetts Class A or Class B Commercial Driver's License (CDL) with Air Brake and Tanker Endorsements, or Class D
2. Hydraulic Endorsement (2A, 1B, 1C, 4E, 4G)
3. Welding Certificate

GENERAL NOTES: Water/Sewer

1. Massachusetts Class A or Class B Commercial Driver's License (CDL) with Air Brake and Tanker Endorsements
2. Hydraulic Endorsements (2A & 1B)
3. Water Distribution License (D2) - Required for the stated positions only in the Water Division.

GENERAL NOTES: DPW Department

Effective July 1, 2018 the Managing Foreperson positions in all DPW divisions and the Master Technician position will be required to have a Class A license.

Effective July 1, 2018 the Working Foreperson positions in all DPW divisions and the Technician I positions will be required to have a Class A license. Incumbents without a Class A license previ-

ously grandfathered in former Grade 16 on June 30, 2017 are eligible to remain in this grade subject to the 2% reduction in pay as described in Appendix A.

All Grades - Incumbents in their position in this grade as of July 1, 2015 are grandfathered and do not need to meet this requirement for positions in this Grade.

The Director may make exceptions to these requirements on a case-by-case basis upon request. Any such exception granted shall not set a precedent; and any such exception request denied shall not be subject to the grievance procedure.

SCHEDULE B

READING DEPARTMENT OF PUBLIC WORKS

SCHEDULE OF REQUIRED LICENSES

July 1, 2021

Parks

JOB TITLE	CLASS A (1)	CLASS B (1)	AIR BRAKES (1)	TANKER (1)	Excavators, Back- hoe, Front End Loaders 2A (2)	PESTICIDE (3)
MANAGING FOREPERSON	X		X	X	X	X
WORKING FOREPERSON	X ^{N3}	X	X	X	X	X
SENIOR OPERATOR		X	X	X	X	X
JUNIOR OPERATOR		X	X	X	X ^{N6}	
LABORER		X ^{N4}	X ^{N4}	X ^{N4}		

Cemetery

JOB TITLE	CLASS A (1)	CLASS B (1)	AIR BRAKES (1)	TANKER (1)	Excavators, Backhoe, Front End Loaders 2A (2)	PESTICIDE (3)
MANAGING FOREPERSON	X		X	X	X	X
WORKING FOREPERSON	X		X	X	X	X
SENIOR OPERATOR		X	X	X	X	
JUNIOR OPERATOR		X	X	X	X ^{N6}	
LABORER		X ^{N4}	X ^{N4}	X ^{N4}		

Notes: Parks and Cemetery Division

N3 – Position requirement effective July 1, 2016, but current employees in these positions on June 30, 2016 are grandfathered

N4 - Employee must acquire within 6 months of employment

N6 - Position requirement effective July 1, 2021, but current employees in the position on June 30, 2021 are grandfathered until June 30, 2022

SCHEDULE B
READING DEPARTMENT OF PUBLIC WORKS
SCHEDULE OF REQUIRED LICENSES

July 1, 2021

Forestry

JOB TITLE	CLASS A (1)	CLASS B (1)	AIR BRAKES (1)	TANKER (1)	Excavators, Back- hoe, Front End Loaders 2A (2)	Equipment hydrau- lic telescoping booms without wire ropes 1C (2)	PESTICIDE (3)
MANAGING FOREPER- SON	X		X	X	X	X	X
WORKING FOREPER- SON	X ^{N3}	X	X	X	X	X	X
TREE CLIMBER I		X	X	X	X	X	X ^{N5}
TREE CLIMBER II		X	X	X	X ^{N6}	X ^{N6}	

Notes: Forestry Division

N3 – Position requirement effective July 1, 2016, but current employees in these positions on June 30, 2016 are grandfathered

N5 - Position requirement effective July 1, 2017, but current employees in the position on June 30, 2016 are grandfathered

N6 - Position requirement effective July 1, 2021, but current employees in the position on June 30, 2021 are grandfathered until June 30, 2022

SCHEDULE B

READING DEPARTMENT OF PUBLIC WORKS

SCHEDULE OF REQUIRED LICENSES

July 1, 2021

Highway/Equipment Maintenance/Stormwater

JOB TITLE	CLASS A (1)	CLASS B (1)	AIR BRAKES (1)	TANKER (1)	Excavators, Backhoe, Front End Loaders 2A (2)	1B (Cranes)	1C Forklifts	4G Specialty Mowing	Catch Basin Cleaner (4E) (2)	Welding Certificate (3)
MANAGING FOREPERSON	X		X	X	X	X		X	X	
MASTER TECHNICIAN	X		X	X	X		X		X	X
WORKING FOREPERSON	X	X	X	X	X	X		X	X	
TECHNICIAN I	X	X	X	X	X		X			X
SENIOR OPERATOR		X	X	X	X	X		X	X	
JUNIOR OPERATOR		X	X	X	X		X	X	X	
TECHNICIAN II		X	X	X	X		X			X ^{N4}
LABORER		X ^{N4}	X ^{N4}	X ^{N4}						
TECHNICIAN III		X ^{N4}	X ^{N4}	X ^{N4}						

N4 - Employee must acquire within 6 months of employment

SCHEDULE B

READING DEPARTMENT OF PUBLIC WORKS

SCHEDULE OF REQUIRED LICENSES

July 1, 2021

Water/Sewer

JOB TITLE	CLASS A (1)	CLASS B (1)	AIR BRAKES (1)	TANKER (1)	Excavators, Back- hoe, Front End Loaders 2A (2)	Equipment w/ telescoping booms with/without wire ropes 1B (2)	Water Distribution Operator (D2) (3)
MANAGING FOREPERSON	X		X	X	X	X	X
WORKING FOREPERSON	X ^{N3}	X	X	X	X	X	X
SENIOR OPERATOR		X	X	X	X	X	
METER REPAIR		X	X	X	X		
JUNIOR OPERATOR		X	X	X	X		
LABORER		X ^{N4}	X ^{N4}	X ^{N4}			

Notes: Water/Sewer Divisions

N3 – Position requirement effective July 1, 2016, but current employees in these positions on June 30, 2016 are grandfathered

N4 - Employee must acquire within 6 months of employment

Side Letter 1

Effective July 1, 2021 through June 30, 2024


Under section 3.2.6 - Overtime Emergency Conditions, for the duration of this contract the so-called rest period paid at straight time will be increased from 6 hours to 8 hours.

The parties agree to meet and review this change prior to the expiration of this contract in June 2024, and may mutually agree to incorporate this change into the next contract or extend the side letter. If there is no mutual agreement then the rest period will revert back to 6 hours as stated in the contract.

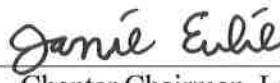
TOWN OF READING
TOWN MANAGER:

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 1703:

By _____



By _____



Chapter Chairman, Local 1703

Side Letter 2

Effective July 1, 2021 through June 30, 2024

Sick Leave Payment

This program will begin on January 1, 2019.

The fiscal year consists of two six-month periods beginning on July 1 and January 1. Employees who have not used any type of sick leave in the immediately previous six months and no more than five days (40 hours) of sick leave in the immediately previous rolling 12 months may make a request for payment to the Director in writing within the first five (5) days of the subsequent six-month period in order to be considered.

Payments for eligible employees will be \$250.

A determination for eligibility will be made by the Director and payments will be made within the first month of the six month period. If eligibility is denied, the Director will cite reasons in writing to the employee.

This side letter will expire after June 30, 2024 without further negotiation. A successor agreement may be bargained by both parties in subsequent contracts.

TOWN OF READING
TOWN MANAGER:

By _____



AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 1703:

By _____



Chapter Chairman, Local 1703

Side Letter 3

Effective July 1, 2021 through June 30, 2024

An employee committee is currently reviewing the Select Board Personnel Policies, with the intention to make recommended changes to be reviewed first by the Town Manager and then by the Select Board at a Public Hearing.

If a 457 ICMA match is not part of the recommended changes, then the Town and Union agree to bargain this items.

This side letter will expire after June 30, 2024 without further negotiation. A successor agreement may be bargained by both parties in subsequent contracts.

TOWN OF READING
TOWN MANAGER:

By 

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 1703:

By 
Chapter Chairman, Local 1703

Side Letter 4

Effective July 1, 2021 through June 30, 2024

Snow Plowing Incentives

Employees who:

- (1) are called in for snow plowing operations,
- (2) arrive at their scheduled time, and
- (3) who stay until released by the Director of Public Works or designee,

shall receive a \$1,000 annual compensation.

Employees must report for all snow plowing call-ins, from July 1st to May 31st in order to be eligible. The snow plowing incentive will be paid out by June each year.

Salting and snow hauling operations are not eligible for the incentive pay.

This side letter will expire after June 30, 2024 without further negotiation. A successor agreement may be bargained by both parties in subsequent contracts.

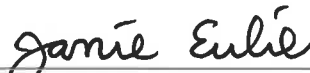
TOWN OF READING
TOWN MANAGER:

By _____



AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 1703:

By _____



Chapter Chairman, Local 1703

Side Letter 5

Effective July 1, 2021 through June 30, 2022

All Schedule A1 salaries will be paid retro to July 1, 2021.

In lieu of any other retro pay, a \$500 one-time payment to employees (DPW Director determines eligibility for partial/new hires) as of the first full payroll after Union Ratification and Select Board approval.

A one-time payment in June 2022 equal to 20% of all Overtime worked (excluding snow and ice operations) from the first full payroll in July 2021 to up to and including the first full payroll in June 2022.

This side letter will expire after June 30, 2022 without further negotiation. A successor agreement may be bargained by both parties in subsequent contracts.

TOWN OF READING
TOWN MANAGER:

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 1703:

By



By



Chapter Chairman, Local 1703


Chapter Chairman, Local 1703

AFSCME Local 1703, Reading Public Works Employees
and the
Town of Reading

SIDE LETTER 6

The Union and Town ("Parties") agree that when no applicant meets the special requirements set by the job description, that the Town has the option to hire the most qualified applicant, as determined by the Town in its sole discretion.

Said applicant will be allowed up to six (6) months to attain the necessary license(s) or endorsement(s) to meet the job description requirement(s). Any further extensions may be addressed in a separate side letter as mutually agreed.


Town of Reading

05/24/2022
Date

Jamie Eulie
AFSCME

5/24/2022
Date

AFSCME Local 1703, Reading Public Works Employees
and the
Town of Reading

SIDE LETTER 7

The Union and Town ("Parties") agree, due to the unusual circumstance of having no Working Foreperson in the Highway Division for an extended period, to expand the out-of-grade benefit to the Senior Operator position on a temporary basis to assume said duties. The decision for the employee(s) to assign to this role and grade will be up to the sole discretion of the DPW Director.

This side letter may be extended or terminated at any point by agreement from the Parties.



Town of Reading

8/17/2023

Date



AFSCME

8/17/2023

Date