

Agreement Between Town of Reading



And The
AFSCME Council 93 Local 1703
Engineers 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 called "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 called "the Union."

Article 1 – General Conditions

Section 1.1 - Recognition and Description of Unit

1.1.1 The Town 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 a unit consisting of the following: all full-time and regular part-time professional employees in the Engineering Division of the Department of Public Works, including Sr. Civil Engineer (PE), Civil Engineer, Town Surveyor (PLS), Assistant Civil Engineer, Field Technician II, Senior Engineer, Field Technician I, and Junior Engineer; excluding all other employees including all confidential and managerial employees.

1.1.2 Except in case of emergency or for the purpose of training, no Town employee outside the bargaining unit shall perform bargaining unit work where such performance causes bargaining unit members to lose overtime earning opportunities.

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, prior to the expiration of the contract year involved, either party shall have given the other written notice of its desire to modify or terminate the Agreement.

Section 1.3 – Stability of Agreement

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.

Section 1.4 – Zipper Clause

The parties acknowledge that during their negotiations which resulted in this Agreement, each had the unlimited rights and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements were arrived at by the parties after the exercise of that right and opportunity as set forth in this Agreement.

Therefore, the Town and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any such subject or matter, except compensation and duties for new or changed job classifications, and newly created positions.

Section 1.5 - Management Rights

The Municipal Employer shall not 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 powers, 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 employees covered by this Agreement, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

Section 1.6 - Grievance Procedure

1.6.1 Any grievance or dispute which may arise between the parties involving the application or meaning of the express provisions of this Agreement shall be settled in the following manner:

Step 1. The aggrieved employee with or without the Union Representative shall present the grievance to the employee's immediate supervisor within thirty-one (31) days of the date of the grievance, who shall attempt to adjust the grievance informally and shall respond within seven (7) days. If the grievance involves the immediate supervisor then this Step may be skipped.

Step 2. If the grievance is not settled at Step 1, it may be presented in writing by the aggrieved employee to the Director of Public Works or designee within seven (7) days after the response.

Step 3. If the grievance is not resolved at Step 2 within fourteen (14) days, the grievance may be submitted in writing to and be heard by the Town Manager, who will respond in writing within twenty-one (21) days.

Step 4. If the grievance is not resolved at Step (3) and if the grievance is within the definition of the term as contained in this Agreement, the Union, but not any individual employee(s), may submit the grievance to arbitration within thirty (30) days of the time limit set forth in Step 3. If the parties are unable to agree on an arbitrator within seven (7) days of submission, the Union may submit the grievance to the American Arbitration Association for proceedings under its procedures or voluntary arbitration rules. The fees and expenses for such arbitration service shall be shared equally by the parties, except the cost of the parties' own representation.

1.6.2 The decision of the arbitrator shall be final and binding upon the parties, except the arbitrator shall make no decision that alters, amends or adds to this Agreement. The arbitrator shall submit the decision in writing within thirty (30) calendar days after the conclusion of testimony and argument, or as soon as practical thereafter.

Section 1.7 - No Strike Clause

1.7.1 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.

1.7.2 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 in the department.

1.7.3 In consideration of the performance by the Union of its obligations under 1.6.1 and 1.6.2, 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.

1.7.4 Any employee participating in an activity prohibited by Section 1.7 is subject to disciplinary action, including dismissal.

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

1.7.6 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 holding office as follows:

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

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

Section 1.8 - Labor/Management Meetings

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

Section 1.9 - Severability

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 1.10 - Anti-Past Practice

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

Section 1.11 – 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 -Operation of the Department

Section 2.1 - Non-discrimination

2.1.1 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.

2.1.2 Town personnel will be hired on the basis of qualifications only.

2.1.3 The Town will strive to maintain both comparable pay for comparable work within the Town workforce and a competitive position in the employment market.

2.1.4 Employees will be encouraged to develop professionally to the extent of their interest and capability and the needs of the Town. (See Section 2.4)

Section 2.2 - Hours of Work

2.2.1 The regular workweek for all Engineering Division employees covered by this Agreement shall consist of forty (40) hours, Monday through Thursday, within the hours of 7 A.M. to 7 P.M, except for the positions of Town Surveyor (PLS), Field Technician I and II who shall have a regular work week of forty hours, Monday through Friday.

2.2.2 Hours of work shall not be changed to avoid the payment of overtime.

2.2.3 Notwithstanding any other provision of this contract, this section shall not be construed to limit any individual from electing, upon the approval of the Director, to work more than ten (10) hours per day, (eight (8) hours per day for the positions of Town Surveyor (PLS), Field Technician I and II), as long as the total number of hours worked in that week (for Engineers, Monday through Thursday, for Town Surveyor (PLS), Field Technician I and II, Monday through Friday) equals the required forty (40) hours and provided that no portion of that forty (40) hours were compensated by using any overtime differential.

Section 2.3 - Health and Safety

2.3.1 Both parties to 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 supervisor and the employee contributing to such condition shall be subject to disciplinary action. Such complaints shall be the subject of grievance hereunder.

2.3.2 The members of the Union will use all reasonable precautions to prevent loss of personal property, including eye glasses or eye wear, watches, dentures, hearing aids or other personal property usual to and necessary for the job. Such measures shall include the use of safety goggles or a face shield when appropriate, removal of personal property at the job site if the work could reasonably be likely to cause damage or loss, and the use or wearing of personal property that is

appropriate to the job site and work being done. In the event of the loss or damage to personal property on the job, the Town will replace the personal property with equal quality personal property.

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 and regular part 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.

2.4.2 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 ungraded.

An employee development program that is directly related to a current job held by an employee may be taken during working hours.

2.4.3 The Town will reimburse an employee for the initial application, examination and license fees for Fundamentals of Engineering and Principles and Practices of Engineering, which are requirements for an employee to become a Professional Engineer (PE).

The Town will reimburse not more than one employee in any fiscal year for the initial application, examination and license fees for Fundamentals of Surveying and not more than one employee in any fiscal year for the initial application, examination and license fees for Professional Surveyor (PS).

The Town will only reimburse these fees if the employee successfully passes the examination. The Town will reimburse an employee for the cost of renewing their required Professional Engineer (PE) license and Professional Land Surveyor (PLS) license. Employees shall possess and maintain an active license and complete continuing education as required. Upon renewal, a copy of the license, including documentation of said training (copies of CEU and/or TCH certificates required for the renewed license), must be submitted to the Director of Public Works.

2.4.4 The Town will reimburse not more than one employee per fiscal year, after pre-approval by the Director, for the initial application, examination, license fees and course materials for a Soil Evaluator certification. The Town will determine the number of employees to be approved for the Concrete Technician stipends.

The Town will pay a yearly stipend, to be included in the employee's biweekly pay, for acquiring and maintaining the following Commonwealth of Massachusetts licenses/certificates:

Concrete Technician	\$50
Soil Evaluator	\$250

The Town will provide funding for CEU's required to maintain the licenses/certificates for those employees, subject to funding in the Professional Development yearly budget appropriation. Distribution of those funds will be on a first come, first served basis, department-wide.

Section 2.5 - Promotions

2.5.1 Each employee who successfully acquires all of the minimum requirements for a higher grade position, as outlined in the Classification Chart (Appendix C), will be promoted to that higher grade position subject to the conditions outlined in 2.5.2. It will be up to the employee to inform the employer within 30 working days of any changes that would make the employee eligible for such promotion in order for the employee to be eligible for pay at the higher grade on the effective date that he/she met all of the minimum requirements. If notice is not given within the 30 working days, then the employee will not be entitled to retroactive pay to the date of achieving the minimum requirements of the job, and the higher grade of pay shall instead be effective upon the date of the notice.

2.5.2 The following positions are grouped for purposes of this section.

- (a) Town Surveyor, Field Technician I, Field Technician II
- (b) Senior Civil Engineer (PLS), Civil Engineer, Assistant Civil Engineer, Senior Engineer

Employees from (a) that meet the qualifications for a position in (b) shall not be eligible for a promotion unless a position in (b) becomes available; and employees from (b) that meet the qualifications for a position in (a) shall not be eligible for a promotion unless a position in (a) becomes available. If a position becomes available, refer to Section 2.7.

Section 2.6 - Seniority

2.6.1 - Seniority is defined as length of service with the Town of Reading. The Town will post and maintain a seniority list for the bargaining unit.

2.6.1.1 In cases involving personnel with the same first day, their relative seniority shall be determined first by their vertical placement on the salary grid.

2.6.1.2 In cases involving personnel with the same first day, and vertical placement, their relative seniority shall be determined first by seniority within that job position, and second by chance.

2.6.2 Continuous Service is defined as employment without interruption, excluding authorized vacation, military leave, paid leave or leave under the Family and Medical Leave Act.

Section 2.7 – Job Posting and Bidding

2.7.1 When a position covered by this Agreement becomes vacant and the Town decides to fill the position, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) work days. Employees interested shall apply in writing within the seven (7) work day period.

2.7.2 The employer will award the position to the most senior applicant, who, in the judgment of the Director, is qualified and able or can acquire the necessary additional skills within a reasonable period of time. The successful applicant shall be given a trial and training period of at least thirty (30) work days and up to ninety (90) work days in the new position at the applicable rate of pay. The Director may choose to waive the trial period.

If the Director determines that the employee is not qualified and able to perform the work or cannot acquire the necessary additional skills within a reasonable period of time, and terminates the trial and training period, the employee shall be returned to his/her old position and rate. The decision of the Director to terminate a trial period is not subject to the grievance and arbitration procedure. The decision to terminate the trial period shall not be arbitrary and capricious.

2.7.3 The Employer will post all Town vacancies, not including RMLD and School Department vacancies, in all Town buildings and will copy the posting to the Union President.

2.7.4 The appointment, including new hires or promotions (excluding those that are covered under Section 2.5), shall be probationary for a period of one (1) year of employment for purposes of evaluation prior to being assigned regular position status.

Section 2.8 – Layoff and Recall

2.8.1 In the event of a layoff in any job classification covered by this Agreement, the employee with the least seniority (as defined elsewhere in this Agreement) will be released from that job classification. An employee will have the right to bump a junior employee in any job classification, within the bargaining unit, (equal, lower or higher) in which he/she has previously worked or is otherwise determined by management to be qualified. A decision by management that an employee

is not qualified to bump into an equal or lower job classification shall be subject to expedited arbitration.

2.8.2 Employees hired on or after July 1, 1985, who are laid off or resigned due to imminent layoff, with three (3) years of service or more will be placed on a recall list also for a period of two (2) years. Employees hired on or after July 1, 1985, who are laid off with less than three (3) years of service will be placed on a recall list for 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 in a job paying equal is refused or if no response is received within three days.

Section 2.9 – Resignation

2.9.1 Resignation is a voluntary action of any employee to terminate employment with the Town. A resignation shall be submitted in writing to the Town Manager with a copy to the Director at least two (2) weeks prior to the effective date of termination.

2.9.2 If at least two (2) weeks' notice is not given, the employee shall be considered to have resigned not in good standing and shall forfeit any benefits accrued except as prohibited by law. Oral resignation will be deemed binding but shall not constitute resignation in good standing.

Section 2.10 – Discipline and Discharge

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

Section 2.11 – Subcontracting

The Town has the right to subcontract out bargaining unit work that supplements work being done by 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, 2018 as a result of subcontracting.

Article 3 - Compensation

Section 3.1 - Wages

3.1.1 General wage increases for each employee shall be in accordance with **Appendix A: Salary Schedule**. The union recognizes due to experience, market conditions or other factors that the Town Manager may authorize a new hire to be placed up to step 3 in the Salary Schedule. Starting pay rates which exceed step 3 must have prior approval of the union.

3.1.2 Each employee who successfully completes the one-year probationary period following promotion or hiring shall move to the next higher step.

On July 1 of each year, an employee who has successfully completed a probationary period shall be eligible to move one step on the Salary Schedule upon successful evaluation of performance. Performance evaluations will be done in accordance with **Appendix B Step Movement**.

Section 3.2 - Overtime

3.2.1 Overtime at the rate of one and one-half times (1.5x) the regular rate shall be paid for the number of hours worked in excess of ten (10) hours in any one (1) work day or forty (40) hours of straight time in any one (1) work week., except for the positions of Town Surveyor (PLS), Field Technician I and II who shall be paid overtime at the rate of one and one-half times the regular rate for the number of hours worked in excess of eight (8) hours in any one (1) week day or forty (40) hours of straight time in any one (1) work week.

3.2.1.1 Scheduled overtime is defined as work planned for a certain time; Emergency overtime is defined as generally unexpected occurrences demanding immediate action. Employees who work past the end of the regular work day will be credited a minimum of two (2) hours worked. All overtime must have prior approval by the Director.

3.2.1.2 The Town has sole discretion of determining if work must be done while the employee is physically present or works remotely (virtually).

3.2.1.3 Employees called to physically report for scheduled overtime not scheduled at the beginning of the regular work day or as an extension of the regular work day, or called for emergency work, shall be credited with a minimum of four (4) hours worked.

3.2.1.4 Employees called to report for remote (virtual) overtime, not scheduled at the beginning of the regular work day or as an extension of the regular work day, or called for remote (virtual) emergency work, shall be credited with a minimum of two (2) hours worked.

3.2.2 If an employee works six (6) or more hours overnight and is scheduled to work on the following day, then the employee may choose between receiving four (4) hours of additional pay at straight time (1.0x) or four (4) hours of paid leave on that following day.

3.2.3 Normally, employees shall not be allowed to work over twenty-four (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.

3.2.4 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.

3.2.5 Upon approval of the Director, an employee may elect to take compensatory time (‘comp time’) on a time and one-half basis (1.5x) instead of overtime compensation. An employee may have a maximum of 40 hours of comp time at any one time, and a maximum of 40 hours that may be carried over to the new year. There is no limit, per se, on the amount of comp time earned.

3.2.6 Overtime will be distributed in as fair and as equitable a manner as circumstances permit. Records will be maintained and available upon request.

Section 3.3 - Out of Classification Pay

3.3.1 An employee who is assigned by the Director to fill in temporarily in a higher classification for a minimum of one (1) full work day shall receive an additional \$1.50 per hour for the first twenty (20) consecutive hours, except for the positions of Town Surveyor (PLS) and Field Technician I and II who shall receive an additional \$1.50 per hour for the first twenty-four (24) consecutive hours.

3.3.2 Subsequent additional consecutive out of classification work hours shall be compensated at the rate of an additional \$3.00 per hour.

3.3.3 Employees shall receive out of classification pay during normal working hours only. Unless approved by the Director, employees shall not receive out of classification pay for overtime hours worked.

Article 4 - Employee Benefits

The following benefits apply to all employees whose regular work week is twenty (20) hours or more, unless noted differently in each section.

For the purpose of determining time off benefits, the following definitions shall apply. An employee's "work week" is defined as the total number of scheduled hours in a seven (7) calendar day period, exclusive of overtime. The regular work week for all Engineering Division employees covered by this Agreement shall consist of forty (40) hours, Monday through Thursday within the hours of 7 AM to 7 PM, except for the positions of Town Surveyor (PLS), Field Technician I and II who shall have a regular work week of forty (40) hours, Monday through Friday.

Section 4.1 - Holidays

4.1.1 All benefited Town employees shall be entitled to the following 11 holidays with pay when they fall within the regular work week:

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

4.1.2 If a holiday falls on a Saturday or Sunday, the schedule set by the Commonwealth of Massachusetts shall determine when the holiday is celebrated. Employees scheduled to work 4-day week shall receive the option to use a floating holiday in the event that the schedule set by the Commonwealth leaves the celebration date on the weekend, subject to the usual use of the employee's holiday bank. Employees scheduled to work a 5-day week 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 A "Floating Holiday" is time off to be taken at the employee's discretion with the prior approval of the Director. Employees hired on, or after, July 1, 2014 will be given sixteen (16) hours of floating holiday time per calendar year, to be used during that calendar year. Employees hired before July 1, 2014 will be given twenty-four (24) hours of floating holiday time per calendar year, to be used during that calendar year.

4.1.4 In the event an employee is required to work on any Town-recognized holiday, overtime compensation shall be at a rate of two times (2x) the regular pay.

4.1.5 Floating holidays are prorated over a calendar year basis at the time of hire (start date). If an employee is retiring and gives at least six (6) months' notice, or at death, he/she or his/her estate shall be entitled to the full year's paid floating holiday time without proration.

Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on his/her part, or by resignation in good standing, or retirement, he/she shall be paid at the regular rate of compensation payable at the termination of employment, an amount in lieu of, earned but unused floating holiday time.

4.1.6 Any scheduled time off benefits will not be charged in the event that an unforeseen circumstance closes Town Hall and all Town Hall employees are awarded 'leave with pay'.

Section 4.2 – Vacation

4.2.1 For employees hired on or after 7-1-95, vacation time is advanced at the beginning of each calendar year but is subject to proration. For employees hired before 7-1-95, vacation time is granted at the beginning of each calendar year and is not subject to proration. The exception to this is if accrued vacation is required to be used before the granting of time from the Sick Leave Bank or other type of leave of absence, then vacation time will be prorated. The following language will simplify and only use the phrase 'advanced'. Employees who are retiring and give at least six months' notice will be entitled to the full year's paid vacation without pro-ration.

4.2.2 Vacation shall accrue at the rate of 6.7 hours per month for the remaining portion of the calendar year in which the employee is hired. Thereafter, vacation will be advanced to an employee on January 1 for the entire calendar year. No vacation shall be taken during the Probation period except with written approval of the Town Manager or designee.

4.2.3 Two (2) weeks (80 hours) vacation with pay will be advanced to all employees beginning January 1 after their employment.

4.2.4 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.

4.2.5 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.

4.2.6 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.

4.2.7 Vacations must be taken within the calendar year.

4.2.7.1 An employee granted up to three (3) weeks (120 hours) vacation may carry over one (1) week (40 hours) of vacation into the next calendar year. If an employee is on workers' compensation, up to two (2) weeks (80 hours) may be carried over into the next year.

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

4.2.7.3 Any vacation carried over must be taken by June 30 of the next calendar year. All carry over must have prior approval of the Director.

4.2.8 An employee who terminates employment with the Town and who has taken vacation in excess of that which has accrued (determined on a monthly accrual basis) must compensate the Town for the excess vacation either directly or by withholding from paychecks

4.2.9 The Town Manager may, upon notification to the union, set a different vacation schedule based upon relevant years of service with another municipality, the State of Massachusetts, or in the private sector.

4.2.10 Vacations are scheduled under the direction of the Director at the convenience of the Department. Selection of whole weeks of vacation shall have priority over the selection of less than a week. To exercise this priority, the priority vacation must be selected more than seven (7) working days before the first day of the scheduled vacation over which priority is asserted. Conflicts in vacation scheduling shall be resolved by seniority.

4.2.11 Except in an emergency, a non-priority vacation request shall be made not less than two (2) working days in advance.

4.2.12 The Town reserves the right to pay cash at straight time for vacation leave rather than grant time off. This shall be at the option of the employee and at the discretion of the Town Manager or designee, subject to the availability of funding.

Section 4.3 - Sick Leave

4.3.1 All 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.

For employees hired on or after July 1, 2014, sick leave shall be accrued on the basis of eight (8) hours per month of service, beginning on the first day of the month of employment. For employees hired before July 1, 2014, sick leave shall accumulate at the rate of ten (10) hours per month. Unused sick leave shall be accumulated from year to year without limitation.

4.3.2 Up to five (5) days 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 When absence due to illness or injury is for a period of three (3) or more consecutive days, the Town Manager or designee may require the employee to visit the Town's doctor before an employee may return to work.

4.3.4 When absence is compensable under Workmen's Compensation Insurance, the employee shall be allowed to use his sick leave to make up the difference between Workmen's Compensation benefits and his regular base salary.

4.3.5 Upon retirement, death, or termination with at least seven (7) years of benefited employment with the Town for reasons other than dismissal for just cause, each employee hired prior to July 1, 2013, or his/her estate in case of death, shall be compensated for each day of unused accumulated sick leave, up to one hundred (100) eight (8) hour days, at fifty (50) percent of his per diem rate in effect at the time of such retirement or death. Employees who are hired on or after July 1, 2013 shall not be entitled to any sick leave buyback.

4.3.6 A complete and accurate record shall be maintained of each employee covered by this Agreement setting forth the dates used from his sick leave and the number of his sick leave hours remaining. Such record shall be available for inspection by each individual upon reasonable request.

4.3.7 Sick Leave Bank

4.3.7.1 A "Sick Leave Bank" shall be established and maintained for the purpose of protecting the employee 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 member of this Union appointed by of the Union for a three year term, and a total number of committee members which shall provide for one representative of each Union 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.

Section 4.4 - Bereavement

4.4.1 Up to forty (40) hours of leave with pay will be granted 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) work day (8 or 10 hours) leave with pay will be granted to any employee to attend the funeral or other memorial service of other family members defined as an aunt, uncle, sister-in-law, brother-in-law, niece or nephew.

4.4.3 This benefit is available to all eligible employees. Bereavement Leave is available in accordance with 4.4.1 and 4.4.2 to an employee during the probationary period upon recommendation of the Director and approval of the Town Manager.

4.4.4 Any scheduled time off benefits will not be charged in the event that an employee has taken leave under 4.4.1, 4.4.2, or 4.4.3 above.

4.4.5 The Town Manager may extend the bereavement/emergency leave beyond what is permitted in 4.4.1, 4.4.2, or 4.4.3 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 appeal.

Section 4.5 - Probationary Period

4.5.1 All time off benefits including vacation, sick leave and floating holidays will accrue during the probationary period, which is defined in Section 2.7.4

4.5.2 For the first six 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.

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

4.5.4 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 - Union Business

Section 5.1 - Payroll Deduction of Union Dues/Agency Fees

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

Section 5.2 - Union Business Leave

Up to two (2) Union representatives shall be granted reasonable time off without loss of pay for the purpose of investigating or processing grievances or for collective bargaining when bargaining sessions are held during the work day. Union representatives are expected to first clear this time through their Director. Reasonable requests for time shall not be denied.

Section 5.3 - Bulletin Board and Meeting Space

5.3.1 Bulletin board space will be provided in the Engineering office, and/or electronically, if requested, for Union announcements.

5.3.2 Union meeting space after normal working hours will be provided by the Employer upon reasonable request and availability. Forty-eight (48) hour notice shall be given to the Municipal Employer to provide a suitable meeting place.

Article 6 - Miscellaneous

Section 6.1 – Orientation

On or before the starting date, each new employee will be given an orientation and will be introduced to other employees. The new employee shall complete the necessary forms for withholding, insurance, pension and other forms needed. Each new employee will be given a copy of the current Personnel Policies, applicable union contract and other relevant information.

Section 6.2 – Personnel Records

6.2.1 The employee's personnel records shall be maintained as up to date as reasonably practicable but in every case material shall be filed within three (3) months. Each employee shall have access to his/her complete personnel records upon notice of five (5) business days to the Town Manager or designee. All information in the personnel records shall be available in printed or electronic format. The employee shall be notified in writing when any negative information is added to or removed from his/her personnel records.

6.2.2 No employee shall have access to any other employee's personnel records except that a Director shall have access to the personnel records of any and all employees for whom the Director is responsible.

6.2.3 Each employee shall have the right, upon request, to examine and copy at his expense any and all material in his/her personnel records that is not privileged under law. The Union shall have access to an employee's records upon written authorization by the employee involved.

6.2.4 Whenever any evaluative material is inserted into the personnel record of an employee, such employee shall be given a concurrent copy of such material.

6.2.5 The Union or any employee may challenge the accuracy or propriety of any material placed in his/her file by adding a written statement of the challenge to the personnel file.

Section 6.3 - Copy of Agreement

Upon the ratification of the contract between the Town and this Union, the Town will make a copy of the contract available to each member of this Union.

Signature Page

In witness whereof the parties to this agreement have caused those presents to be executed by their agents on this 25 day of August, 2021.

Town of Reading,

AFSCME Local 1703, Sub-local 038,

by its Town Manager:

by its Negotiating Committee:


Town Manager


Chapter Chair

Appendix A: Salary Schedule

Schedule A1

Effective July 1, 2021 though June 26, 2022

Increase over prior period: +3.5% COLA - no step movement

Classification	Between Steps -->	6%	3%	3%	3%	3%	3%	3%	
Classification	Between Grades	1	2	3	4	5	6	7	8
Positions/Steps		1	2	3	4	5	6	7	8
Senior Civil Engineer(PE)		\$ 37.23	\$ 39.47	\$ 40.65	\$ 41.87	\$ 43.13	\$ 44.42	\$ 45.75	\$ 47.12
Town Surveyor (PLS)	5%	\$ 35.46	\$ 37.59	\$ 38.71	\$ 39.88	\$ 41.07	\$ 42.30	\$ 43.57	\$ 44.88
Civil Engineer I	4%	\$ 34.10	\$ 36.15	\$ 37.23	\$ 38.35	\$ 39.50	\$ 40.69	\$ 41.91	\$ 43.16
Assistant Civil Engineer	8%	\$ 31.57	\$ 33.47	\$ 34.47	\$ 35.50	\$ 36.57	\$ 37.67	\$ 38.80	\$ 39.96
Field Technician II	4%	\$ 30.36	\$ 32.18	\$ 33.14	\$ 34.14	\$ 35.16	\$ 36.21	\$ 37.30	\$ 38.42
Senior Engineer	4%	\$ 29.19	\$ 30.94	\$ 31.87	\$ 32.83	\$ 33.81	\$ 34.83	\$ 35.87	\$ 36.95
Field Technician I	4%	\$ 28.07	\$ 29.76	\$ 30.65	\$ 31.57	\$ 32.52	\$ 33.49	\$ 34.50	\$ 35.53
Junior Engineer	35%	\$ 20.79	\$ 22.04	\$ 22.70	\$ 23.38	\$ 24.08	\$ 24.81	\$ 25.55	\$ 26.32

Schedule A2

Effective June 27, 2022 though June 25, 2023

Increase over prior period: +1.0% COLA plus step movement

Classification	Between Steps -->	6%	3%	3%	3%	3%	3%	4%	
Classification	Between Grades	1	2	3	4	5	6	7	8
Positions/Steps		1	2	3	4	5	6	7	8
Senior Civil Engineer(PE)		\$ 37.60	\$ 39.86	\$ 41.06	\$ 42.29	\$ 43.56	\$ 44.86	\$ 46.21	\$ 48.06
Town Surveyor (PLS)	5%	\$ 35.81	\$ 37.96	\$ 39.10	\$ 40.27	\$ 41.48	\$ 42.73	\$ 44.01	\$ 45.77
Civil Engineer I	4%	\$ 34.44	\$ 36.51	\$ 37.61	\$ 38.73	\$ 39.90	\$ 41.09	\$ 42.33	\$ 44.02
Assistant Civil Engineer	8%	\$ 31.89	\$ 33.80	\$ 34.82	\$ 35.86	\$ 36.94	\$ 38.04	\$ 39.18	\$ 40.75
Field Technician II	4%	\$ 30.66	\$ 32.50	\$ 33.47	\$ 34.48	\$ 35.51	\$ 36.58	\$ 37.67	\$ 39.18
Senior Engineer	4%	\$ 29.48	\$ 31.25	\$ 32.19	\$ 33.16	\$ 34.15	\$ 35.18	\$ 36.23	\$ 37.68
Field Technician I	4%	\$ 28.35	\$ 30.05	\$ 30.96	\$ 31.88	\$ 32.84	\$ 33.83	\$ 34.84	\$ 36.23
Junior Engineer	35%	\$ 21.00	\$ 22.26	\$ 22.93	\$ 23.62	\$ 24.33	\$ 25.06	\$ 25.81	\$ 26.84

Schedule A3

Effective June 26, 2023 though June 30, 2024

Increase over prior period: +1.5% COLA plus step movement

Classification	Between Steps -->	6%	3%	3%	3%	3%	3%	4%	
Classification	Between Grades	1	2	3	4	5	6	7	8
Positions/Steps		1	2	3	4	5	6	7	8
Senior Civil Engineer(PE)		\$ 38.17	\$ 40.46	\$ 41.67	\$ 42.92	\$ 44.21	\$ 45.54	\$ 46.90	\$ 48.78
Town Surveyor (PLS)	5%	\$ 36.35	\$ 38.53	\$ 39.69	\$ 40.88	\$ 42.11	\$ 43.37	\$ 44.67	\$ 46.46
Civil Engineer I	4%	\$ 34.96	\$ 37.06	\$ 38.17	\$ 39.31	\$ 40.49	\$ 41.71	\$ 42.96	\$ 44.68
Assistant Civil Engineer	8%	\$ 32.37	\$ 34.31	\$ 35.34	\$ 36.40	\$ 37.49	\$ 38.61	\$ 39.77	\$ 41.36
Field Technician II	4%	\$ 31.12	\$ 32.99	\$ 33.98	\$ 34.99	\$ 36.04	\$ 37.13	\$ 38.24	\$ 39.77
Senior Engineer	4%	\$ 29.93	\$ 31.72	\$ 32.67	\$ 33.65	\$ 34.66	\$ 35.70	\$ 36.77	\$ 38.25
Field Technician I	4%	\$ 28.78	\$ 30.51	\$ 31.42	\$ 32.36	\$ 33.33	\$ 34.33	\$ 35.36	\$ 36.78
Junior Engineer	35%	\$ 21.32	\$ 22.60	\$ 23.27	\$ 23.97	\$ 24.69	\$ 25.43	\$ 26.19	\$ 27.24

Appendix B: Step Movement

B1. CRITERIA TO MOVE ONE STEP BASED ON A PERFORMANCE EVALUATION

On the first evaluation, an employee must receive:

- ◆ a “Meets Standards” rating or better in the goals and
- ◆ no more than two “Needs Improvement” ratings in the thirteen categories.

On the second evaluation, an employee must receive:

- ◆ a “Meets Standards” rating or better in the goals and
- ◆ no more than one “Needs Improvement” rating in the thirteen categories.
(If the “Needs Improvement” rating is in the same category as the last evaluation, the employee would not move one step.)

For third and subsequent evaluations, an employee must receive:

- ◆ a “Meets Standards” rating or better in the goals and in all thirteen categories.

Any employee who does not move a step on July 1 because of a failure to meet the requirements above, would be evaluated again in six months and would be eligible for a step increase on January 1, if improvement was made and the criteria was met.

B2. SCHEDULE OF STEP INCREASES FOR EMPLOYEES HIRED OR PROMOTED

Employees hired or promoted (under section 2.7.1) would receive a step increase after one year with a successful evaluation. Future step movements would occur on July 1st contingent upon successful evaluations.

B3. COLA increases

All employees receive COLA increases as stated in this agreement, regardless of probationary period status or results of performance evaluations.

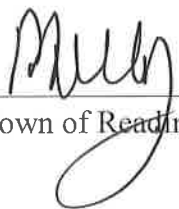
Appendix C: Classification Chart

TITLE	GRADE	EDUCATION	LICENSE	EXPERIENCE	OTHER
Senior Civil Engineer	8	BS in Civil Engineering or related program	Massachusetts PE License; Drivers License	6 years civil	Substitute additional related education for experience
Town Surveyor (PLS)	7	Associates Degree in Civil Engineering or related program	Massachusetts PLS License; Drivers License	10 years public works related survey	Education Substitution: High School degree (or GED) with 12 years public works related survey experience
Civil Engineer	6	BS in Civil Engineering or related program	Massachusetts EIT Certificate; Drivers License	4 years public works related experience	
Assistant Civil Engineer	5	BS in Civil Engineering or related program	Drivers License	2 years public works related experience	EIT may be substituted for experience
Field Technician II	4	Associates Degree in Civil Engineering or related program	Massachusetts SIT Certificate preferred; Drivers License	10 years public works related survey	High School degree (or GED) with 12 years public works related survey experience; substitute SIT for 2 years education or experience
Senior Engineer	3	BS in Civil Engineering or related program	Drivers License	0 years experience	Education Substitutions: Associates Degree in Civil Engineering with 10 years public works related experience; or High School (or GED) with 20 years public works related experience.
Field Technician I	2	High School or GED	Drivers License	5 years public works related surveying	Substitute experience/college, year/year basis
Junior Engineer	1	Associates Degree in Civil Engineering or related program	Drivers License	0 years experience	Education Substitution: High School degree (or GED) with 10 years public works experience


**AFSCME Local 1703, Engineers Bargaining Unit
and the
Town of Reading, MA**

SIDE LETTER – 1

The Town and the Union agree to meet to review the Engineering Division job titles. The purpose of this review is to determine if the existing job titles in the Engineers Bargaining Unit match the industry standards. This review will be based on years of service in municipal government, years of experience, licenses, and education. The existing salaries will not be part of this review. The Town and the Union may then bargain any resulting changes mutually agreed to that would change the terms of the collective bargaining agreements that are in place.


Town of Reading

8/25/2021
Date

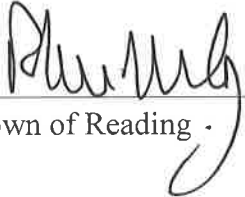

AFSCME Local 1703


8/25/2021
Date

**AFSCME Local 1703, Engineers Bargaining Unit
and the
Town of Reading, MA**

SIDE LETTER – 2

The Union and Town (“Parties”) agree that if the Town’s Personnel Policies do not adequately address the vacation benefit, the parties can re-open this contract to discuss this benefit.


Town of Reading .
Date 8/25/2021


AFSCME Local 1703
Date 8/25/2021

**AFSCME Local 1703, Engineers Bargaining Unit
and the
Town of Reading, MA**

SIDE LETTER – 3

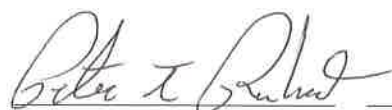
The Town and the Union agree to amend section 4.1 – Holidays to include Juneteenth Independence Day effective calendar year 2022:

Section 4.1 - Holidays

4.1.1 All benefited Town employees shall be entitled to the following 12 holidays with pay when they fall within the regular work week:

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


Town of Reading 5/4/2022
Date


AFSCME Local 1703 5/4/2022
Date