

Agreement Between

TOWN OF READING ("The Town")

and the

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



**Effective: July 1, 2017
Expiring: June 30, 2018**

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 Board of Selectmen, 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

ARTICLE 1.1

RECOGNITION

The Town, acting in and through its Board of Selectmen, recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours and other conditions of employment of regular employees; consisting of all regular, full-time employees of the Public Works Department in the Town of Reading and including Public Works Dispatchers, but excluding the Director, Assistant Directors, Supervisor of Business Services, Town Engineer, and Supervisors in the Public Works Department, including the Cemetery Division, and all employees in the Engineering Division, all administrative assistants, all clerical employees, all temporary and seasonal employees and all other employees of the Town.

ARTICLE 1.2

DURATION

This contract shall be effective as of July 1, 2017 and shall remain in full force until June 30, 2018 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.

ARTICLE 1.3

MANAGEMENT RIGHTS

Neither the Municipal Employer nor its Board of Selectmen 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.

ARTICLE 1.4

STABILITY OF AGREEMENT

1.4.1. 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.

1.4.2. 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.

1.4.3. 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.

ARTICLE 1.5

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.

ARTICLE 1.6

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

1.6.1. The Municipal Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, religion, creed, color, national origin, gender, sexual orientation, age or physical handicap.

1.6.2. It shall be a goal and an objective of both parties for the Municipal Employer to develop and implement a positive affirmative action program to prevent future discrimination. The parties will negotiate over the impact of any affirmative action plan which the Town may develop to the extent required by law.

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

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 on the bulletin board or boards in the various departments involved.

1.7.3. In consideration of the performance by the Union of its obligations under Sections 1 and 2 of this Article, 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 Article by individual members of the Union.

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

1.7.5. 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.

ARTICLE 1.8

GRIEVANCE PROCEDURE

1.8.1. 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 Article.

1.8.2. Grievances shall be processed in the following manner:

Step 1. The aggrieved employee with or without the Union representative shall present the grievance orally to the employee's immediate supervisor outside of the bargaining unit, within three (3) working days of the date of the grievance, who shall attempt to adjust the grievance informally and shall respond within three (3) working days.

If the Union requests it and the immediate supervisor agrees, Step 1 can be bypassed and the grievance can go directly to the appropriate Department Head. The immediate supervisor must respond within one (1) working day to the request by the Union to bypass this step.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing by the aggrieved employee to the appropriate Department Head within three (3) working days after the response. The aggrieved employee shall state under which section of this Agreement he/she is submitting his/her grievance.

Step 3. If the grievance is not resolved at Step 2 within six (6) working days, the grievance shall be submitted in writing to and be heard by the Town Manager.

Step 4. If the grievance is not resolved at Step 3 within fifteen (15) working days, and if the grievance is within the definition of the terms as contained in this Agreement, the Union may submit the grievance to the American Arbitration Association. Such submission to arbitration must be made within thirty (30) working days after the expiration of the fifteen (15) working days referred to herein. Within the said thirty (30) days, written notice of said submission must be given to the Municipal Employer by delivery in hand or by mail, postage prepaid, to the Town Manager. 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.

1.8.3. 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, 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.

ARTICLE 1.9

DISCIPLINE AND DISCHARGE

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

ARTICLE 1.10

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.

ARTICLE 1.11

LABOR/MANAGEMENT MEETINGS

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

ARTICLE 2.0 TIME OFF BENEFITS

ARTICLE 2.1

HOLIDAYS

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

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

2.1.2. If a holiday should fall on a Saturday, it will be celebrated on the preceding Friday and if a holiday should fall on a Sunday, it will be celebrated the following Monday.

2.1.3. In the event an employee is required to work on any Town-recognized holiday, he 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.

2.1.4. A "floating holiday" is a day off to be taken at the employee's discretion with the prior approval of the Department Head. Each employee of the Bargaining unit as of June 30, 2004 will be given three 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 Floating Holidays (16 hours) per year under the same terms and conditions as employees hired 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 his/her probationary period.

ARTICLE 2.2

VACATIONS

2.2.1. Vacation shall accrue at the rate of 5/6 (6.67 hours) days 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 months of employment

2.2.2. Three (3) weeks (120 hours) vacation with pay will be granted within each calendar year to all employees who have completed five (5) years continuous service. Eligibility for the third (3rd) week (40 hours) of vacation commences upon the completion of five (5) years of service.

2.2.3. Four (4) weeks (160 hours) vacation with pay will be granted within each calendar year to all employees who have completed ten (10) years of continuous service. Eligibility for the fourth (4th) week (40 hours) of vacation commences upon the completion of ten (10) years of service.

2.2.4. Five weeks (200 hours) of vacation with pay will be earned on the January 1st of the year in which the employee completes the 20th year of continuous service.

2.2.5. Vacations must be taken within the calendar year. 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. 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. Vacation carried over must be taken by June 30.

2.2.6. Vacations are scheduled under the direction of the Department Head at the convenience of the department.

2.2.7. If a holiday falls within the vacation period, one (1) day (8 hours) will be added to the vacation.

2.2.8. Vacation will not be granted in less than eight (8) hour increments unless approved by the Department Head. However, with 18 hours notice an employee may use up to 3 vacation days (24 hours) in four hour increments. The employee's supervisor may require notice of up to 72 hours when the demands of the Department require it.

2.2.9. An employee who terminates 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 months notice of retirement will be entitled to the full years paid vacation without pro-ration.

ARTICLE 2.3

SICK LEAVE

2.3.1. All regular full-time employees who have completed their 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. A policy on the procedure for informing a supervisor and/or Department Head of illness or injury will be used in each division.

Effective July 1, 2011 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.

Up to five (5) days (40 hours) of accrued sick leave may be used by an employee to attend to a spouse, parent or child, 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.

An employee who is on paid vacation 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 time changed to paid sick leave for the period of the actual hospitalization.

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

2.3.3. Employees who become members of the bargaining unit 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.

2.3.4. When absence by reason of sickness or injury is for a period of three (3) consecutive days (24 hours) or more, the Department Head may require the employee to submit a letter from a regularly licensed practicing physician giving the diagnosis and prognosis, before the employee shall be entitled to leave with pay. The Town also reserves the right to send a physician at its expense to examine the employee.

2.3.5. 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. The Sick Leave Bank will be administered by a committee consisting of one (1) member to be elected from each of the constituent bargaining units which elects to participate (Engineers Unit, Public Works Unit, Police Officers, Police Superior Officers, Dispatchers and others) and appointees of the Town Manager one less than the aggregate number of members representing the Unions. All members of the Sick Leave Bank Committee shall be participants in the Sick Leave Bank.

2.3.6. 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. 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 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 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 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 2 years of worker's compensation leave, then the terms of this paragraph 6j will go into effect at the expiration of 3 years from the initial date of worker's compensation leave.

2.3.7 Modified/Light Duty

- a. If after missing 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 days of sick leave use on worker's compensation even if the employee is brought back for light duty prior to the 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 DPW Director or designee.

2.3.8. A complete and accurate record shall be maintained of each employee setting forth the dates used from his/her sick leave and the number of his/her sick leave days remaining. Such record shall be available for inspection by each individual upon request.

ARTICLE 2.4

BEREAVEMENT/EMERGENCY LEAVE

2.4.1. 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.

2.4.2. 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.

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

2.4.3 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 2.5

BENEFITS FOR NEW HIRES

Employees hired into regular positions may accrue sick leave, vacation leave and floating holiday leave from date of hire but may not use vacation and floating holiday leave until completion of six (6) months of service. Sick time may be used during the probationary period with the following restrictions:

1. Only accrued sick time may be used.
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.

Individuals become regular employees upon completion of their six (6) month probationary period.

Employees hired as seasonal or temporary employees, as, for example, summer help or to fill in for an injured employee, are not entitled to any benefits. However, upon completion of one (1) year of continuous service, they shall become regular employees without any additional probationary period and become entitled to all benefits provided under this Agreement, including sick leave, vacation leave and floating holiday leave which shall have accrued retroactively from date of hire. Seasonal or temporary employees who have worked less than one (1) year, and are hired as regular employees with no break in service, will have a probationary period but will be entitled to benefits provided under this Agreement, including sick leave, vacation leave and floating holiday leave, which shall have accrued retroactively to the beginning date of the continuous service.

ARTICLE 3 - COMPENSATION

ARTICLE 3.1

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.

ARTICLE 3.2

OVERTIME

3.2.1. Overtime at the rate of one and one-half (1-1/2) 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), emergency work, or water/sewer pumping station checks 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 (1-1/2) 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 unworked 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 of Public Works. 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 of Public Works. 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 unless it is a work day which is regularly scheduled. Emergency overtime work performed on Christmas Eve, or New Year's Eve shall be paid at double time. Christmas Eve is defined as December 24, from midnight to midnight, except for regularly scheduled hours. New Years Eve is defined as December 31, from midnight to midnight, except for regularly scheduled hours.

3.2.6- Overtime Emergency Conditions - Normally, employees shall not be allowed to work over 24 consecutive hours. At the end of this period, employees will be allowed at least a 6 hour break without loss of compensation or leave time. If an employee is called back to work within six hours of the end of the regularly scheduled work day, or within six hours of being released from overtime duty, the calculation of the 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. In the event of unusual emergency conditions, employees who continue to work without a 6 hour break shall be credited with one and one half (1 1/2) hours for every hour worked until he receives a 6 hour break. This time and one half (1 1/2) would apply whether the employee is working during regularly scheduled work time or not, and does not mean that, during the regularly scheduled work time, the employee would receive this time and one half on top of straight time, which would amount to double time and one half.

For employees who stay beyond the 24 hours, the Town will pay them at straight time for 6 hours "rest time" after they leave the workplace. The Town will determine the number and qualifications of employees that need to stay past the 24 hours. Employees who leave after the 24 hours will be required to be available after their 6 hour rest period.

ARTICLE 3.3

WORKING OUT OF CLASSIFICATION

The following provisions govern temporary assignment to a higher paying job classification within the bargaining unit:

1. If a position above skilled laborer is unfilled for 8 hours or more, 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. Note that an employee filling in for a vacancy in Grade 17 will be paid at Grade 17 only if they possess a Class A license, otherwise

- they will be paid as Grade 16. There will be a maximum of two (2) employees moved to a higher classification per unfilled position.
2. After 10 days, the Town shall award the temporary assignment of the position to the member of the Union, who in the opinion of the Supervisor, 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 Supervisor 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 Division, if the Supervisor is absent, the most senior employee in the next lowest grade in Parks/Forestry and the most senior employee in the next lowest grade in Cemetery 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 his base rate of pay if he works 8 hours or more in the job. The definition of a temporarily 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:

	7-1-17
Weekly premium – call person	\$276

The weekly pay for "Call Persons" will increase in each fiscal year by the same percent that is applied to the Classification Matrix, and then rounded to the nearest dollar.

If called in, they shall receive one and one-half (1-1/2) 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.

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 Fire Chief or the DPW Director, or his designee, as appropriate. 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

COMPENSATION

3.5.1. The Wage Schedule shall be effective as included in Schedule A-1. This schedule will be in effect for the duration of this contract.

- a. If an employee is promoted, the schedule for step increases shall be as follows. Upon a 6 month anniversary of the promotion, an employee shall be eligible for a 1 step increase. Following that, the employee will follow the schedule below.

DATE OF PROMOTION	6 MTH ANNIVERSARY (STEP INCREASE)	NEXT STEP INCREASE
Jul 1 -31	Jan 1 - 31	Jan 1 st of the following year
Aug 1 - 31	Feb 1- 28	
Sep 1 - 30	Mar 1 - 31	
Oct 1 - 31	Apr 1 - 30	
Nov 1 -30	May 1 - 31	
Dec 1 - 31	Jun 1 - 30	
Jan 1 - 31	Jul 1 - 31	July 1 st of the following year
Feb 1 - 28	Aug 1 - 31	
Mar 1 - 31	Sept 1- 30	
Apr 1- 30	Oct 1 - 31	
May 1 -31	Nov 1- 30	
Jun 1 - 30	Dec 1 -31	

- c. New employees will be slotted in the first step of the appropriate grade for their position. A Laborer will be slotted at a Grade 5 in the following manner:

<u>Position</u>	<u>Grade</u>	<u>Step</u>
Laborer	5	1
Laborer with CDL	5	2
Laborer with CDL and Hoisting Engineer License	5	3

Thereafter a Laborer in Grade 5 will move according to the schedule below, and step increases will continue every six months.

DATE OF HIRE OR PROMOTION	6 MTH ANNIVERSARY (STEP INCREASE)	STEP INCREASE	STEP INCREASE
Jul 1 -31	Jan 1 - 31	July 1st	Jan 1 st of the following year
Aug 1 - 31	Feb 1-28		
Sep 1 - 30	Mar 1 - 31		
Oct 1 - 31	Apr 1 - 30	Jan 1 st of the following year	July 1st
Nov 1 -30	May 1 - 31		
Dec 1 - 31	Jun 1 - 30		
Jan 1 - 31	Jul 1 - 31		
Feb 1 - 28	Aug 1 - 31		
Mar 1 - 31	Sept 1- 30		
Apr 1- 30	Oct 1 - 31	July 1 st of the following year	Jan 1 st of the following year
May 1 -31	Nov 1- 30		
Jun 1 - 30	Dec 1 -31		

- Effective July 1, 2014 the six month step increase from Grade 5, Step 10 will be to Grade 9, Step 2 and then the employee shall be on a 1 year schedule for step increases if the contract allows steps.
- d. When an employee receives his hoisting engineer license, he will be eligible for an additional step increase on the date of his next scheduled step increase. The employee must present a copy of the hoisting engineer license to the Department Head. It is the responsibility of the employee who has a hoisting engineer license to inform his supervisor immediately if he no longer has it. At that time he would go back one step on the Classification Plan, Schedule A-1 as appropriate.
- e. When an employee is promoted from a job in one grade to a job in another grade the employee will be placed in the appropriate grade at the lowest step that will ensure that the employee receives at least a 5% increase in base pay.

3.5.2. Every employee within the bargaining unit, except for the Dispatcher shall be required to have and maintain their CDL license with air brake and tanker endorsements once the employee has completed his/her 6 month probationary period. Failure to achieve and maintain the necessary licenses shall be grounds for dismissal. If an employee covered by this section loses his/her 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 his/her 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.

3.5.3. An employee as of July 1, 1995 who, after two (2) years of continuous service in the Laborer job classification has not acquired a CDL license with air brake and tanker endorsements shall be assigned to Grade 5 Step 8.

3.5.4. The cemetery Foreman 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.

3.5.5. 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 3.6

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 3.7

LICENSES

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.

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 Department Head copies of all CEU certificates required to maintain any license required by the Town and copies of any license for which the employee

is receiving a stipend or any license that is required by the Town. Copies of licenses shall be submitted on December 31 of each year, and upon renewal.

ARTICLE 3.8

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.

ARTICLE 3.9

COMPENSATORY TIME

In lieu of overtime pay in cash at time and one-half, at the Department Head'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 24 hours at any one time and shall be scheduled by mutual consent of the employee and the Department Head or his designee. Taking compensatory time shall not create an overtime situation. Compensatory time may be used in full day increments only, except that the Department Head 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 3.10

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 4.0 – UNION BUSINESS

ARTICLE 4.1

UNION DUES / AGENCY FEE

The Town agrees to deduct dues from the wages of employees covered by this agreement provided that an authorization, in a form approved by the Finance Director of the Town is submitted for each such employee.

Persons covered by this agreement who are not members of the Union shall be required, as a condition of employment, to pay to the Union an agency service fee equal to the Union dues.

ARTICLE 4.2

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.

ARTICLE 4.3

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 days notice prior to taking such leave. The Town will exercise flexibility in notice of leave where 3 days notice cannot be given, and where the leave can be granted without creating hardship for the employer.

ARTICLE 5.0 - MISCELLANEOUS

ARTICLE 5.1

SENIORITY

5.1.1. 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 his prior seniority after working again for the Town for a period of time equivalent to the length of his 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.

5.1.2. Within thirty (30) 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. Any employee may bid for the position. Any employee who bids for the position and desires an interview will be interviewed. Employees within the Union shall receive prior consideration for such positions before the Municipal Employer hires outside the Unit. If the Town awards the position to a member of the Union, the Town shall award the position to the member best qualified for the position based on the duties and responsibilities of the position and other relevant factors; and where one or more members are equally qualified, the member with the most seniority shall be awarded the position.

5.1.3. It shall be the responsibility of the Town to determine the competence and qualification of the employee for a job for which he has bid.

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

ARTICLE 5.2

LAYOFFS

5.2.1. 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. Employees who became regular employees on or before November 14, 1978, will

have the right to bump junior employees in higher job classifications where they are qualified to perform or for which, in the judgment of Management, they could become qualified to perform with a trial period of not less than one (1) month nor more than six (6) months. A decision by Management denying a trial period on the judgment that an employee is not qualified and will not qualify through a trial period or a decision by Management to terminate a trial period shall be subject to expedited arbitration on the issue whether Management's decision was arbitrary or capricious.

5.2.2. 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.

ARTICLE 5.3

MANAGERIAL EMPLOYEES

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

ARTICLE 5.4

SAFETY AND HEALTH

5.4.1. 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.

5.4.2. 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.

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.

ARTICLE 5.5

PROFESSIONAL DEVELOPMENT

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. The Division or Department Head must feel that attendance at the program will not adversely affect the functioning of the Division or Department in the employee's absence;
4. Application to attend the program must be made in writing and approved by the Division and Department Head and the Town Manager in advance of the beginning of the program;
5. 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.

ARTICLE 5.6

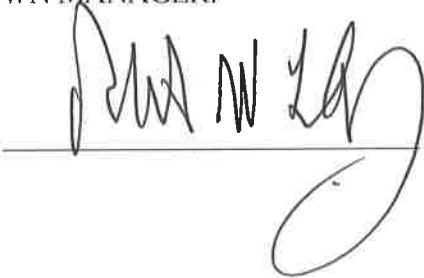
PERFORMANCE EVALUATIONS

The Union supports the employer's concept of personnel evaluations for the purpose of improving work efficiency through remedial training. Whereas these evaluations will not be used for the purpose of denying wage increases or step movement, the Union will cooperate with the employer to establish satisfactory training methods and will make recommendations to improve the entire process.

IN WITNESS WHEREOF the Town of Reading has caused this Agreement to be signed on its behalf by its duly authorized Chairman of the Board of Selectmen, 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 20th day of, June 2017.

TOWN OF READING
TOWN MANAGER:

By



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

By


Chapter Chairman, Local 1703

SCHEDULE A1
CLASSIFICATION PLAN

Grade 19: Foreman/Master Mechanic

Grade 17: Working Foreman/Mechanic I/ Chief Equipment Operator/ Welder/Fabricator with Class A license;

Grade 16: Working Foreman/Mechanic I/ Chief Equipment Operator/ Welder/Fabricator without Class A license

Grade 13: Equipment Operator/Tree Climber I

Grade 9: Skilled Laborer/Tree Climber II/Meter Repair/Mechanic II

Grade 5: Laborer/Mechanic III/Dispatcher

Grades/Steps	1.250% COLA			July 1, 2017 through June 30, 2018								
	1	2	3	4	5	6	7	8	9	10	11	12
19	29.14	29.72	30.32	30.92	31.54	32.17	32.82	33.47	34.14	34.82	35.52	36.23
17	26.25	26.78	27.31	27.86	28.42	28.99	29.57	30.16	30.76	31.38	32.00	32.64
16	25.75	26.26	26.79	27.32	27.87	28.43	29.00	29.58	30.17	30.77	31.39	32.01
13	23.03	23.50	23.96	24.44	24.93	25.43	25.94	26.46	26.99	27.53	28.08	28.64
9	19.68	20.08	20.48	20.89	21.31	21.73	22.17	22.61	23.06	23.52		
5	15.88	16.19	16.52	16.85	17.18	17.53	17.88	18.24	18.60	18.97		

SCHEDULE B
READING DEPARTMENT OF PUBLIC WORKS
SCHEDULE OF REQUIRED LICENSES

July 1, 2017

GENERAL NOTES: Parks/Forestry/Cemetery

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: 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 & 4E)
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.

SCHEDULE B
READING DEPARTMENT OF PUBLIC WORKS
SCHEDULE OF REQUIRED LICENSES

July 1, 2017

GENERAL NOTES: DPW Department

Grade 19 – Effective July 1, 2015 the Foreman positions in all DPW divisions and the Master Mechanic position will be required to have a Class A license. Incumbents in the position at that time are grandfathered and do not need to meet this requirement for positions in this Grade. Therefore after July 1, 2014 the Class A license is a requirement for anyone inside the organization seeking a promotion into this Grade, or for anyone outside the organization to be hired at this Grade.

Grade 17 – This will consist of all DPW employees in the Grade 16 Working Foreman and Mechanic I positions that have a Class A license. Grade 16 employees that add a Class A license will automatically be raised to this Grade, effective the next full bi-weekly payroll after proof is received by the DPW Director. All shifts into this Grade will occur on the same step between Grades 16 and 17 so that a 2% increase in wages is realized.

Grade 16 – this Grade consists of Working Foreman and Mechanic I positions that do not have a Class A license. In the Classification chart these positions shall be referred to as "Working Foreman (a)" and "Mechanic I (a)". Effective June 30, 2017 the Class A license will be a requirement in order to be promoted or hired into these positions. Incumbents at that time will be grandfathered and do not need to meet this requirement in order to stay in positions in this Grade. Effective June 30, 2017 no further promotions or new hires will be allowed into this Grade.

Current DPW employees in existing positions will be grandfathered and not need to meet any new position requirements in these charts in order to keep their current positions or others positions in the same Grade, except as may be noted in Side Letters or the language above for Class A licenses in Grades 16, 17 & 19

All other new requirements listed become effective on July 1, 2015 as a criteria for promotion or new hire into a position. The DPW Director may make exceptions on a case-by-case basis upon request, for example if a testing is held infrequently.

Parks

JOB TITLE	CLASS A (1)	CLASS B (1)	AIR BRAKES (1)	TANKER (1)	Excavators, Back- hoe, Front End Loaders 2A (2)	PESTICIDE (3)
FOREMAN	X ^{N2}		X	X	X	X
WORKING FOREMAN	X ^{N3}	X ^{N1}	X	X	X	X
EQUIP. OPER.		X	X	X	X	X
SKILLED LABORER		X	X	X		
LABORER		X ^{N4}	X ^{N4}	X ^{N4}		

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)
FOREMAN	X ^{N2}		X	X	X	X	X
WORKING FOREMAN	X ^{N3}	X ^{N1}	X	X	X	X	X
TREE CLIMBER I		X	X	X	X	X	X ^{N5}
SKILLED LABORER		X	X	X			
TREE CLIMBER II		X	X	X			
LABORER		X ^{N4}	X ^{N4}	X ^{N4}			

Notes: Parks & Forestry

N1 – Position requirement effective July 1, 2014

N2 – Position requirement effective July 1, 2015, current employees are grandfathered until that date

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

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

SCHEDULE B
 READING DEPARTMENT OF PUBLIC WORKS
 SCHEDULE OF REQUIRED LICENSES

July 1, 2017

Cemetery

JOB TITLE	CLASS A (1)	CLASS B (1)	AIR BRAKES (1)	TANKER (1)	Excavators, Backhoe, Front End Loaders 2A (2)	PESTICIDE (3)
FOREMAN	X ^{N2}		X	X	X	X
EQUIP. OPER.		X	X	X	X	
SKILLED LABORER		X	X	X		
LABORER		X ^{N4}	X ^{N4}	X ^{N4}		

Notes: Cemetery

N2 – Position requirement effective July 1, 2015, current employees are grandfathered until that date
 N4 - Employee must acquire within 6 months of employment

SCHEDULE B

READING DEPARTMENT OF PUBLIC WORKS

SCHEDULE OF REQUIRED LICENSES

July 1, 2017

Highway/Equipment Maintenance/Stormwater

JOB TITLE	CLASS A (1)	CLASS B (1)	CLASS D (1)	AIR BRAKES (1)	TANKER (1)	Excavators, Backhoe, Front End Loaders 2A (2)	Catch Basin Cleaner (4E) (2)	Welding Certificate (3)
FOREMAN	X ^{N2}			X	X	X	X	
MASTER MECHANIC	X			X	X	X	X	X
WORKING FOREMAN	X ^{N3}	X ^{N1}		X	X	X	X	
MECHANIC I	X ^{N3}	X ^{N1}		X	X	X		X
EQUIP. OPER.		X		X	X	X	X	
SKILLED LABORER		X		X	X			
MECHANIC II		X		X	X			X ^{N4}
LABORER		X ^{N3}		X ^{N4}	X ^{N4}			
MECHANIC III		X ^{N3}		X ^{N4}	X ^{N4}			
DISPATCHER			X ^{N4}					

Notes: Highway/Equipment Maintenance/Stormwater

N1 – Position requirement effective July 1, 2014

N2 – Position requirement effective July 1, 2015, current employees are grandfathered until that date

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

SCHEDULE B
READING DEPARTMENT OF PUBLIC WORKS
SCHEDULE OF REQUIRED LICENSES

July 1, 2017

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)
FOREMAN	X ^{N2}		X	X	X	X	X
WORKING FOREMAN	X ^{N3}	X ^{N1}	X	X	X	X	X
EQUIP. OPER.		X	X	X	X	X	
METER REPAIR		X	X	X			
SKILLED LABORER		X	X	X			
LABORER		X ^{N4}	X ^{N4}	X ^{N4}			

Notes: Water/Sewer

N1 – Position requirement effective July 1, 2014

N2 – Position requirement effective July 1, 2015, current employees are grandfathered until that date

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, 2017 through June 30, 2018

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 2018, 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 section 3.2.6 in the contract.

TOWN OF READING
TOWN MANAGER:

By _____



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

By _____



Chapter Chairman, Local 1703