

**Agreement Between**

TOWN OF READING ("The Town")

And

AFSCME Council 93 AFL-CIO Local 1703 ("The Union")



DEPARTMENT OF PUBLIC WORKS SUPERVISORY UNION

Effective: July 1, 2018,  
Expiring: June 30, 2021

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## **PREAMBLE**

This Agreement made pursuant to the authority of Chapter 150E of the General Laws, by and between the Town of Reading, hereinafter referred to as "the Town" or "the Municipal Employer", acting by and through its 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 - GENERAL CONDITIONS**

## **SECTION 1.1 – RECOGNITION**

The Town, acting in and through its Select Board, recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours and other conditions of employment of Supervisory employees in the Reading Public Works Department including the Town Engineer, Water/Sewer Supervisor, Highway/Equipment Maintenance Supervisor and Parks/Forest/Cemetery Supervisor.

## **SECTION 1.2- DURATION**

This contract shall be effective as of June 30, 2018 and shall remain in full force until June 30, 2021 and shall thereafter automatically renew itself for successive terms of one (1) year each unless during the month of December next prior to the expiration of the contract, either party shall have given the other written notice of its desire to modify or terminate the Agreement.

## **SECTION 1.3 - STABILITY OF AGREEMENT**

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

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

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

## **SECTION 1.4 - MANAGEMENT RIGHTS**

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

The Municipal Employer and the Union recognize that members of the bargaining unit have supervisory and managerial responsibility with respect to employees in other AFSCME

Council 93 bargaining units. The parties further agree that bargaining unit members have managerial responsibilities, including but not limited to participate in formal grievance and arbitration proceedings.

**SECTION 1.5 - GRIEVANCE PROCEDURE**

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

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

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

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

Step 2. If the grievance is not resolved at Step 1, the grievance may be submitted in writing by the aggrieved employee to the Town Manager within seven (7) days after the Step 1 response. The aggrieved employee shall state under which section of this Agreement he/she is submitting the grievance. The Town Manager shall hear the grievance if requested by the Union, and shall respond within twenty-one (21) days.

Step 3. If the grievance is not resolved at Step 2, and if the grievance is within the definition of the terms as contained in this Agreement, the Union, but not any individual employee(s), may submit the grievance to arbitration by filing with the Town a statement of written intent to arbitrate.

Such submission must be made within forty-two (42) days after the expiration of the twenty-one (21) days referred to in Step 2. If the parties do not agree on an arbitrator within seven (7) days after submission, the submission shall be made to the American Arbitration Association. Expenses for such arbitration service shall be shared equally by the parties. Each party shall bear its own expense for the presentation of the matter before the arbitrator.

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

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

**SECTION 1.6 - NO-STRIKE CLAUSE**

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

1.6.2 Should any employee 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 to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith and shall, in addition, post notices to that effect on the bulletin board or boards in the various departments involved.

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

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

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

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

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

**SECTION 1.7 - LABOR/MANAGEMENT MEETINGS**

Upon request by either party, a joint labor management meeting including both Town and department management and representation from the bargaining unit will be held to discuss employment related matters.

**SECTION 1.8 - ENTIRE AGREEMENT AND ANTI-PAST PRACTICE**

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

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

**SECTION 1.9 – DIRECTOR OF PUBLIC WORKS**

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

## **ARTICLE 2 OPERATION OF THE DEPARTMENT**

### **SECTION 2.1 - NON-DISCRIMINATION**

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

### **SECTION 2.2 - HOURS OF WORK**

Hours of work for the Highway/Equipment Maintenance Supervisor, Water/Sewer Supervisor, and Forestry, Parks, & Cemetery Supervisor will be forty (40) hours between the hours of 7:00 AM – 3:00 PM, Monday through Friday with a thirty (30) minute paid meal period. Hours of work for the Town Engineer will be forty (40) hours between the hours of from 7:30 AM – 5:30 PM, Monday, Wednesday and Thursday and 7:30 AM – 7:00 PM on Tuesday with a thirty (30) minute paid meal period.

### **SECTION 2.3 - SAFETY AND HEALTH**

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

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

2.3.3 The Town reserves the right to develop and implement safety rules and regulations, and to enforce new and existing safety rules and regulations. The Town agrees that, upon the implementation of any new safety rule or regulation, the Union may, within two (2) weeks of the effective date, request to impact bargain over the effect of such new rule or regulation. The time period shall start from the date the written notice was received by the Union. Such written notice shall include the details of the new safety rules.

### **SECTION 2.4 - EMPLOYEE DEVELOPMENT**

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

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

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

Attendance at employee development programs is dependent upon the following:

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

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

2.4.2 The Town will reimburse an employee for the renewal of licenses required in Schedule B and other licenses as approved in advance by the Director.

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

The 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. The Town shall reimburse for all continuing education units necessary to maintain licenses and educational obligations.

### **SECTION 2.5 - PERFORMANCE EVALUATIONS**

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

### **SECTION 2.6 - SENIORITY**

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

### **SECTION 2.7 - POSTING**

2.7.1 Within thirty (30) calendar days of a position covered by this agreement becoming vacant, the Town will advise the Union by written notice of its then current intention regarding filling the position. If the Town intends to fill the position, it will be posted within thirty (30) calendar 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 thirty (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 a minimum of fourteen (14) calendar days.

2.7.2 It shall be the responsibility of the Town to determine the competence and qualification of the applicant for each position within the Union. Employees within the Union shall receive an interview for such vacant positions upon request.

### **SECTION 2.8 - LAYOFFS**

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

### **SECTION 2.9 - DISCIPLINE AND DISCHARGE**

Employees who have completed their one-year probationary period shall not be disciplined or discharged without just cause. Probationary employees shall be entitled to step increases. At the end of the one year probation period, the Town may do one of the following:

- (1) Consider the employee qualified and assign the employee to the new classification.
- (2) Consider the employee unqualified and return the employee to the employee's former classification without the loss of compensation or seniority.

### **SECTION 2.10 - SUBCONTRACTING**

The Town has the right to subcontract out bargaining unit work. Subcontracting supplements work performed by bargaining unit members. The Town shall notify the Union, in writing, prior to instituting any subcontracting which would result in the reduction in force termination of any employee(s) and shall, upon request made by the Union in writing within five (5) days of such written notice, bargain with the Union concerning the impact of any such subcontracting which results in the reduction in force termination of any employee(s), subject to the provisions of M.G.L Chapter 150E with regard to mid contract impact bargaining. There shall be no reduction in force terminations of any employee hired prior to July 1, 2018 as a result of subcontracting.

# **ARTICLE 3 COMPENSATION**

## **SECTION 3.1 - WAGES**

**3.1.1** The Wage Schedule shall be effective as included in **Appendix A: Salary Schedule**. This schedule will be in effect for the duration of this contract as noted. 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** The schedule for step increases shall be as follows: Upon a twelve (12) month anniversary of their promotion or hire, an employee shall be eligible for a one (1) step increase. Following that, all employees that receive satisfactory performance evaluations will receive annual step increases on July 1<sup>st</sup> of the following fiscal year.

## **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 forty (40) hours of straight time in any one (1) week. Employees called for scheduled overtime (not scheduled as an extension at the end of the regular work day) or emergency work outside of their regular working hours shall be credited with a minimum of two (2) hours worked. Employees who work past the end of the regular work day as a continuation of work, and as approved by their supervisor, will be credited with actual time worked.

**3.2.2** 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 the standard workweek in any given week.

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 and available upon request.

**3.2.4** An employee on vacation may work overtime.

**3.2.5** Premium Days - Work performed on Sunday shall be paid at time and one-half (1.5x). Emergency overtime work performed on Christmas Eve, or New Year's Eve shall be paid at double time (2.0x). Christmas Eve is defined as December 24, from midnight to midnight, except for regularly scheduled hours. New Year's 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 twenty four (24) consecutive hours. At the end of this period, employees will be allowed at least a six (6) hour break without loss of compensation or leave time. If an employ-

ee 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 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. In the event of unusual emergency conditions, employees who continue to work without a six (6) hour break shall be credited with one and one half (1 1/2) hours for every hour worked until he receives a six (6) hour break. This time and one half 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 twenty four (24) hours, the Town will pay them at straight time for six (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 twenty four (24) hours. 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 operations, snowplowing, and snow removal.

**SECTION 3.3 - 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 before 5:00 A.M. with 3

	Start 3:00 P.M.-7:00 P.M. with 3 hours actual work within these hours – (D)	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 EMPLOYEE BENEFITS**

## **SECTION 4.1 - HOLIDAYS**

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

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

**4.1.2** If a holiday should fall on a Saturday or Sunday, the schedule set by the Commonwealth of Massachusetts shall determine when the holiday is celebrated. The Town Engineer shall receive the option to use a floating holiday in the event that the schedule set by the Commonwealth leaves the celebration date on a weekend, subject to the usual use of the employee's holiday bank. Other Supervisors covered by this agreement shall receive an additional floating holiday (8 hours) in the event that the schedule set by the Commonwealth leaves the celebration date on a weekend.

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

**4.1.4** A "floating holiday" is a day off to be taken at the employee's discretion with the prior approval of the Director. Each employee of the Bargaining unit will be given two (2) floating holidays (16 hours) per calendar year, and the floating holidays must be used in that calendar year. Floating holidays may be taken in a minimum of four hour increments.

## **SECTION 4.2 - VACATIONS**

**4.2.1** Vacation shall accrue at the rate of 6.67 hours per month for the remaining portion of the calendar year in which an employee is hired. Two (2) weeks (80 hours) vacation with pay will be advanced to all employees beginning January 1 after their employment begins.

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

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

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

4.2.5 Vacations must be taken within the calendar year.

4.2.5.1 An employee granted up to three (3) weeks (120 hours) vacation may elect to carry over one (1) week (40 hours) of vacation into the next calendar year

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

4.2.5.3 Vacation carried over must be taken by June 30 of the next calendar year.

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

4.2.7 If a holiday falls within the vacation period, then that much less vacation time will be used.

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

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

#### **SECTION 4.3 - SICK LEAVE**

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

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

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

4.3.3 An employee who is on paid vacation 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.

4.3.4 Unused sick leave shall be accumulated from year to year without limitation. There is no financial value to unused sick leave.

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

#### 4.3.6 Sick Leave Bank

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

4.3.6.2 The Sick Leave Bank will be administered by a committee consisting of one (1) member to be appointed by 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.

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

#### 4.3.7 Worker's Compensation.

- a. An employee out on an absence compensable under Worker's Compensation may use accumulated sick leave to supplement worker's compensation up to 100

- percent of salary, and sick leave accumulation will be reduced by the amount of sick leave actually used.
- b. During the processing of a worker's compensation claim, an employee may use sick leave for the first five (5) days (40 hours). After worker's compensation eligibility is determined, any sick leave which overlaps will be re-credited and any overlapping payment of sick leave of worker's compensation will be refunded to the Town.
  - c. The Town, at its expense, may immediately send an employee who may have suffered an injury compensable under worker's compensation to a physician designated by the Town.
  - d. Time off benefits consisting of vacation and sick leave only will continue to accrue during the first year that an employee is absent from work on a worker's compensation claim. No leave other than vacation or sick leave will accrue during that time. Time off benefits will not be used or compensated during that period, and cannot be used until/unless the employee returns to active status. After 1 year, no time off benefits will continue to accrue.
  - e. No paid funeral or family emergency leave, jury duty, maternity leave, or any other paid or unpaid leave will be granted to an employee on workers compensation leave.
  - f. Tuition reimbursement is not available to an employee on worker's compensation leave unless the employee has applied for and been approved for such reimbursement prior to going on worker's compensation leave; and further provided that the employee is able to take the course that was approved.
  - g. An employee who is on worker's compensation leave will not be eligible to apply for a posted job, except that if the employee is expected to return to work within thirty (30) calendar days after the position is to be filled, then the employee may apply. If the employee does not actually return to work within thirty (30) days of the expected start date, then the Town may assign someone else to the position.
  - h. If the employee who is on worker's compensation leave does not return to work within twelve (12) months 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 twelve (12) months of worker's compensation leave, then the terms of this paragraph will go into effect at the expiration of eighteen (18) months from the initial date of worker's compensation leave.

#### 4.3.8 Modified/Light Duty

- a. If after missing fourteen (14) calendar days for a work related or non-work related injury, an employee is unable to return to full duty status, a Town designated physician may examine the employee to determine his or her fitness to perform modified/light duty. Before making a determination, the Town designated physician shall consult with the employee's treating physician. Employees remain eligible to buyback the first five (5) days of sick leave use on worker's compensation even if the employee is brought back for light duty prior to the twenty-first (21<sup>st</sup>) 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 under the usual terms and conditions.
- g. Modified/light duty tasks shall be determined by the Director.

4.3.9 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.

#### **SECTION 4.4 - BEREAVEMENT/EMERGENCY LEAVE**

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

4.4.2 One (1) day (8 or 10 hours) leave with pay will be granted to any employee to attend the funeral or other memorial service of other members of his/her family defined as aunt, uncle, sister-in-law, brother-in-law, niece or nephew.

4.4.3 The Town Manager may extend the bereavement/emergency leave beyond what is permitted above. This leave may 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.

#### **SECTION 4.5 - COMPENSATORY TIME**

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

Compensatory time off may be accumulated to a maximum of twenty four (24) hours at any one time and shall be scheduled by mutual consent of the employee and the Director. Taking compensatory time shall not create an overtime situation. Compensatory time may be used in full day increments only, except that the Director may allow use of compensatory time in less than a full day increment during the month of December in order to allow the employee to use up remaining balances.

Compensatory time shall be used by December 31 of each year. In the event that taking comp time during December causes a hardship to the department, the Director may allow carryover of comp time past December 31<sup>st</sup>.

#### **SECTION 4.6 – BENEFITS FOR NEW HIRES**

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

4.6.2 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.

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

4.6.4 Bereavement Leave is available, in accordance with Section 4.4 of this contract, to the employee during the probationary period on the recommendation of the Director and the approval of the Town Manager. The Town Manager may extend leave during the probationary period only for extraordinary circumstances where such as 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 - UNION DUES / AGENCY FEE**

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

### **SECTION 5.2 - UNION BUSINESS LEAVE**

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

### **SECTION 5.3 - UNION BULLETIN BOARD**

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

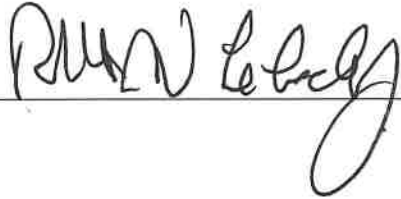
## **ARTICLE 6 - MISCELLANEOUS**

### **SECTION 6.1 - EQUIPMENT**

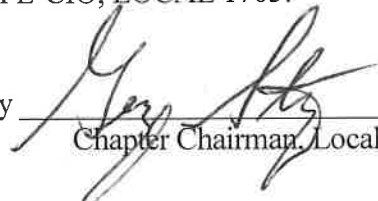
6.1 Subject to funding, the Town of Reading shall provide employees with a cellular phone and a take home vehicle for the purposes of responding to emergencies for the Town's benefit. The parties recognize the take home vehicle is not for personal use.

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 19th day of November 2018.

TOWN OF READING  
TOWN MANAGER:

By 

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

By   
Chapter Chairman, Local 1703

## APPENDIX A: SALARY SCHEDULE

Schedule A1		Effective: July 1, 2018 through June 28, 2019							
		New Salary Schedule							
Positions/Steps	Between Steps:	3.0%		3.0%		3.0%		3.0%	
	1	2	3	4	5	6	7		
Town Engineer	\$ 45.50	\$ 46.87	\$ 48.27	\$ 49.72	\$ 51.21	\$ 52.75	\$ 54.33		
Water/Sewer Supervisor	\$ 38.89	\$ 40.06	\$ 41.26	\$ 42.49	\$ 43.77	\$ 45.08	\$ 46.44		
Highway/Equipment Supervisor	\$ 38.89	\$ 40.06	\$ 41.26	\$ 42.49	\$ 43.77	\$ 45.08	\$ 46.44		
P/F/C Supervisor	\$ 38.89	\$ 40.06	\$ 41.26	\$ 42.49	\$ 43.77	\$ 45.08	\$ 46.44		

*Subject to successful performance reviews: Town Engineer (step 4); Water/Sewer Supervisor (step 4); Highway/Equipment Supervisor (Step 4); P/F/C Supervisor (Step 1 then Step 2 after Probationary Period)*

Schedule A2		Effective: June 29, 2019 through June 30, 2020							
		Steps + 3% COLA							
	1	2	3	4	5	6	7		
Town Engineer	\$ 46.87	\$ 48.27	\$ 49.72	\$ 51.21	\$ 52.75	\$ 54.33	\$ 55.96		
Water/Sewer Supervisor	\$ 40.06	\$ 41.26	\$ 42.49	\$ 43.77	\$ 45.08	\$ 46.44	\$ 47.83		
Highway/Equipment Supervisor	\$ 40.06	\$ 41.26	\$ 42.49	\$ 43.77	\$ 45.08	\$ 46.44	\$ 47.83		
P/F/C Supervisor	\$ 40.06	\$ 41.26	\$ 42.49	\$ 43.77	\$ 45.08	\$ 46.44	\$ 47.83		

Schedule A3		Effective: July 1, 2020 through June 30, 2021							
		No Steps +1% COLA							
	1	2	3	4	5	6	7		
Town Engineer	\$ 47.33	\$ 48.75	\$ 50.22	\$ 51.72	\$ 53.27	\$ 54.87	\$ 56.52		
Water/Sewer Supervisor	\$ 40.46	\$ 41.67	\$ 42.92	\$ 44.21	\$ 45.53	\$ 46.90	\$ 48.31		
Highway/Equipment Supervisor	\$ 40.46	\$ 41.67	\$ 42.92	\$ 44.21	\$ 45.53	\$ 46.90	\$ 48.31		
P/F/C Supervisor	\$ 40.46	\$ 41.67	\$ 42.92	\$ 44.21	\$ 45.53	\$ 46.90	\$ 48.31		

## **APPENDIX B - REQUIRED LICENSES**

**July 1, 2018**

### **Highway/Equipment Maintenance Supervisor**

1. Massachusetts Class B Commercial Driver's License (CDL) with Air Brake and Tanker Endorsement
2. Hydraulic Endorsement (2A & 4A)

### **Water/Sewer Supervisor**

1. Massachusetts Class B Commercial Driver's License (CDL) with Air Brake and Tanker Endorsement
2. Hydraulic Endorsements (2B & 4A)
3. Water Distribution License Grade 3 (D3)

### **Town Engineer**

Professional Engineer Certificate

### **Parks/Forestry/Cemetery Supervisor**

Class D license



**Town of Reading**  
16 Lowell Street  
Reading, MA 01867-2685

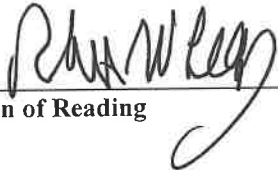
FAX: (781) 942-9070  
Email: [townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)

TOWN MANAGER  
(781) 942-6643

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**SIDE LETTER -1**

The Town agrees to meet with the entire Department of Public Works to discuss the issue of Overtime compensation as it relates to overall rate of pay for work performed on holidays, and then to bargain any resulting changes mutually agreed to that would change the terms of collective bargaining agreements that are in place.

  
\_\_\_\_\_  
Town of Reading      11/19/18  
Date

  
\_\_\_\_\_  
AFSCME Local 1703      11-27-18  
Date

