

**Agreement Between**

**TOWN OF READING ("The Town")**

and the

**AFSCME Council 93 Local 1703 Engineers 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 called "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 called "the Union."

# ARTICLE 1 - GENERAL CONDITIONS

## Section 1.1 - Recognition and Description of Unit

Pursuant to certification by the Labor Relations Commission Case No. MCR-3230 dated October 23, 1981, the Town recognizes the Union as the exclusive representative for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of employees in a unit consisting of the following: All full-time and regular part-time professional employees in the Engineering Division of the Department of Public Works, including Sr. Civil Engineer (PE), Town Surveyor (PLS), Civil Engineer, Sr. Engineer, Asst. Civil Engineer, Field Technician II, Field Technician I, Jr. Engineer; excluding all other employees including all confidential and managerial employees. Engineering/Surveyor Aide I (high school co-op student) and Engineering/Surveyor Aide II (college co-op student) are included in this contract for the purpose of determining wages only, and are not part of the bargaining unit.

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

## Section 1.3 - Definitions

1.3.1 - *Continuous Service*: Employment without interruption, excluding authorized vacation, military leave, paid leave or leave under the Family and Medical Leave Act.

1.3.2 - *Department Head*: The officer having immediate supervision and control of a department or, in the absence of such officer, the Town Manager.

## Section 1.4 - Statement of Personnel Philosophy

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

1.4.2 - The Town will strive to pay salaries that are equitable in relation to the complexity and responsibility of the work performed, and to maintain comparable pay for comparable work within the Town workforce.

1.4.3 - The Town will strive to maintain a competitive position in the employment market and thereby attract and retain competent employees.

1.4.4 - Employees will be encouraged to develop professionally to the extent of their interest and capability and the needs of the Town. (See Section 3.5)

1.4.5 - The Town and its employees will not discriminate in any way against employees or members of the public on account of membership or non-membership in a union, on account of race, political activity, religion, creed, color, national origin, gender, age, sexual orientation, physical handicap or life-threatening illnesses.

### **Section 1.5 – Orientation**

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

### **Section 1.6 - Management Rights**

1.6.1 - The Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the Municipal Employer or his duly designated agent to issue reasonable rules and regulations governing the conduct of employees covered by this Agreement, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

### **Section 1.7 - No Strike Clause**

1.7.1 - No employees covered by this Agreement shall engage in, induce or encourage any strike, sympathy strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, induce, institute, authorize, participate in, sanction or ratify any work stoppage, slowdown, or withholding of services.

1.7.2 - Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith and shall, in addition, post notices to that effect 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 - Any employee participating in an activity prohibited by Section 1 is subject to disciplinary action, including dismissal.

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

1.7.6 - Notice where required under any part of this Agreement shall be considered adequate if posted by regular mail in the case of the Municipal Employer to the Town Manager, and in the case of the Union to the individual holding office as follows:

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

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

**Section 1.8 - Non-discrimination and Affirmative Action**

The Town and its employees will not discriminate in any way against employees or members of the public on account of membership or non-membership in a union, on account of race, political activity, religion, creed, color, national origin, gender, age, sexual orientation, physical handicap, or life threatening illnesses.

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 discrimination. The parties will negotiate over the impact of any affirmative action plan which the Town may develop.

**Section 1.9 - Grievance Procedure**

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

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

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing by the aggrieved employee to the Director of Public Works or his designee within three (3) working days after the response.

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 term as contained in this Agreement, the Union, but not any individual employee(s), may submit the grievance to the American Arbitration Association. Alternatively, if both parties agree, the dispute may be submitted to the Board of Conciliation and Arbitration. Such submission to arbitration must be made within thirty (30) calendar days after the expiration of the fifteen (15) working days referred to herein. Within the said thirty (30) calendar days, written notice of said submission must be given to the Municipal Employer by delivery in hand or by mail, to the Town Manager. Expenses for such arbitration service shall be shared equally by the parties.

1.9.2 - 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) calendar days after the conclusion of testimony and argument, or as soon as practical thereafter.

### **Section 1.10 - Anti-Past Practice**

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

### **Section 1.11 – Personnel Records**

1.11.1 - The Town Manager shall keep or cause to be kept, personnel records for each Town employee. The personnel records shall contain:

- ◆ Application for employment;
- ◆ Annual attendance (including vacation, sick leave and other leave used and accrued) for the past three (3) years, plus any additional record needed to determine accrued sick leave;
- ◆ Commendations and complaints;
- ◆ Reference verification;
- ◆ Tests and other information required prior to hiring;
- ◆ Professional development and other records accumulated during employment;
- ◆ Copies of performance evaluations;
- ◆ A record of any and all personnel actions taken;
- ◆ Copies of employee awards;
- ◆ INS Form I-9;
- ◆ Other pertinent information.

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

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

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

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

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

1.11.7 - An employee may file a grievance on any material placed in his/her personnel file. Failure to grieve under the procedure of Section 1.9 shall be considered a waiver in any subsequent personnel action based on such material.

**Section 1.12 – Stability of Agreement**

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

**Section 1.13 – Zipper Clause**

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

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

**Section 1.14 – Discipline and Discharge**

Employees who have completed their probationary period of six (6) months shall not be disciplined or discharged without just cause.

**Section 1.15 - Severability**

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

## ARTICLE 2 - TIME OFF BENEFITS

The following benefits apply to all regular employees of the Town whose regular work week is twenty (20) hours or more, unless noted differently in each section. Time off benefits shall be made available to part-time regular employees who work more than twenty (20) hours per week on a pro-rata basis. For example, if an employee works twenty eight (28) hours per week and the full-time work schedule for the position is thirty seven and one half (37.5) hours per week, the employee will be entitled to 28/37.5 of the applicable benefits. A "day" of vacation would therefore be equal to 5.6 hours. No time off benefits are available to part-time employees who work less than twenty (20) hours per week.

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

### Section 2.1 – Vacation

For employees hired before 7-1-95, vacation time is granted at the beginning of each calendar year and is not subject to proration. The exception to this is if accrued vacation is required to be used before the granting of time from the Sick Leave Bank or other type of leave of absence, then vacation time will be prorated.

The following vacation provisions shall apply:

2.1.1 - Two (2) weeks (80 hours) vacation with pay will be granted to all employees who have actually worked thirty (30) weeks during the twelve (12) months preceding June 1.

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

2.1.3 - 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 week of vacation commences upon the completion of ten (10) years of service.

2.1.4 - Vacations must be taken within the calendar year. An employee granted up to three weeks (120 hours) vacation may elect to carry over one week (40 hours) of vacation into the next calendar year, or in case of employees on workers' compensation, two (2) weeks (80 hours) of the current year's entitlement, provided the carried-over vacation is used by June 30. An employee granted four weeks (160 hours) or more vacation may carry over up to two weeks (80 hours) of vacation into the next calendar year. Any vacation carried over must be taken by June 30 of the next calendar year. All carry over must have prior approval of the Department Head.

For employees hired after 7-1-95, vacation time is advanced at the beginning of the calendar year and is subject to proration. The following vacation provisions shall apply:

2.1.5 - Vacation shall accrue at the rate of 6.7 hours per month for the remaining portion of the calendar year in which the employee is hired. Thereafter, vacation will be advanced to an employee on January 1 for the entire calendar year. No paid vacation will be taken during the probationary period.

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

2.1.7 - Three weeks (120 hours) vacation with pay will be advanced to all regular employees beginning on the date of completion of their fifth year of continuous service. On January 1 of the year in which the completion of the fifth year of continuous service is to be met, the vacation advanced will be the two weeks (80 hours) earned plus the prorated amount of the third week (40 hours) earned that year.

2.1.8 - Four weeks (160 hours) vacation with pay will be advanced to all regular employees beginning on the date of completion of their tenth year of continuous service. On January 1 of the year in which the completion of the tenth year continuous service is to be met, the vacation advanced will be three weeks (120 hours) earned plus the prorated amount of the fourth week (40 hours) earned that year.

2.1.9 - Vacations must be taken within the calendar year. An employee advanced up to three weeks (120 hours) vacation may elect to carry over one week (40 hours) of vacation into the next calendar year, or in case of employees on workers' compensation, two (2) weeks (80 hours) of the current year's entitlement, provided the carried-over vacation is used by June 30. An employee granted four weeks (160 hours) or more vacation may carry over up to two weeks (80 hours) of vacation into the next calendar year. Any vacation carried over must be taken by June 30 of the next calendar year. All carry over must have prior approval of the Department Head.

2.1.10 - An employee who terminates employment with the Town and who has taken vacation in excess of that which has accrued (determined on a monthly accrual basis) must compensate the Town for the excess vacation either directly or by withholding from paychecks. Employees who are retiring and give at least six months notice will be entitled to the full year's paid vacation without pro-ration.

The following sections apply to all employees covered by this bargaining agreement:

2.1.11 - Paid vacations are available to all regular full time and regular part time employees who work 20 or more hours per week.

2.1.12 - Five weeks (200 hours) vacation with pay will be advanced to all regular employees beginning on the date of completion of their twentieth year of continuous service. On January 1 of the year in which the completion of the twentieth year continuous service is to be met, the vacation advanced will be four weeks (160 hours) earned plus the prorated amount of the fifth week (40 hours) earned that year.

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

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

2.1.15 - If a holiday falls within the vacation period, one (1) day (equal to the same number of hours as the holiday) will be added to the paid vacation.

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

2.1.17 - The Town reserves the right to pay cash at straight time for vacation leave rather than grant time off. This shall be at the option of the employee and at the discretion of the Department Head, subject to the availability of funding.

2.1.18 - Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on his/her part, or by resignation in good standing, retirement or death, (s)he or his/her estate shall be paid at the regular rate of compensation payable at the termination of employment, an amount in lieu of earned but unused vacation.

### **Section 2.2 - Sick Leave**

#### **2.2.1 - Sick Leave accrual and use.**

1. For employees hired on, or after, July 1, 2014 sick leave shall accumulate at the rate of 8 hours per month.
2. For employees hired before July 1, 2014, sick leave shall accumulate at the rate of 10 hours per month.
3. There will be unlimited accumulation of sick leave.
4. Up to 40 hours of accrued sick leave, not covered under The Family and Medical Leave Act of 1993, 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.
5. Upon retirement, death, or termination with at least seven (7) years of benefited employment with the Town for reasons other than dismissal for just cause, each employee hired prior to July 1, 2013, or his/her estate in case of death, shall be compensated for each day of unused accumulated sick leave, up to one hundred (100) eight (8) hour days, at fifty (50) percent of his per diem rate in effect at the time of such retirement or death. Employees who are hired on or after July 1, 2013 shall not be entitled to any sick leave buyback.
6. A complete and accurate record shall be maintained of each employee covered by this Agreement setting forth the dates used from his sick leave and the number of his sick leave hours remaining. Such record shall be available for inspection by each individual upon reasonable request.

7. After three (3) consecutive working days of absence or sick leave upon reasonable request, the Town also reserves the right to send a physician at its expense to examine the employee.
8. When absence is compensable under Workmen's Compensation Insurance, the employee shall be allowed to use his sick leave to make up the difference between Workmen's Compensation benefits and his regular base salary.

#### 2.2.2. Sick Leave Bank.

1. A "Sick Leave Bank" shall be established and maintained for the purpose of protecting the employee against loss of income due to long term illness or disability.
2. The Sick Leave Bank will be administered by a committee consisting of one member of this AFSCME Unit appointed by the President of the Union for a three year term, and a total number of committee members which shall provide for one representative of each Union involved plus appointees of the Town Manager equaling one less than the total number of Union representatives.
3. The Sick Leave Bank policy is included in the Town's Personnel Policies and is binding for this bargaining unit.

### **Section 2.3 - Bereavement**

2.3.1 - Forty hours of leave with pay will be granted for death in the immediate family. Immediate family is defined as a spouse, parent, grandparent, grandchild, brother, sister, son, daughter, mother-in-law, father-in-law, daughter-in-law or son-in-law.

2.3.2 - One (1) work day 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 an aunt, uncle, sister-in-law, brother-in-law, niece or nephew.

2.3.3 - This benefit is available to all eligible employees. Bereavement Leave is available in accordance with 2.3.1 and 2.3.2 to an employee during the probationary period upon recommendation of the Department Head and approval of the Town Manager.

2.3.4 - Any scheduled time off benefits will not be charged in the event that an employee has taken leave under 2.3.1, 2.3.2, or 2.3.3 above.

2.3.5 - The Town Manager may extend the bereavement/emergency leave beyond what is permitted in 2.3.1, 2.3.2, or 2.3.3 above. This leave will be granted only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case and denial of such a request is not subject appeal.

### **Section 2.4 - Holidays**

2.4.1 - All regular Town employees shall be entitled to the following State designated holidays with pay:

New Year's Day (Jan 1<sup>st</sup> or the following day when said day occurs on Sunday)  
Martin Luther King Day (third Monday in January)  
Presidents Day (third Monday in February)  
Patriot's Day (third Monday in April)  
Memorial Day (last Monday in May)

Independence Day (July 4th or the following day when said day occurs on Sunday)  
Labor Day (first Monday in September)  
Columbus Day (second Monday in October)  
Veteran's Day (Nov 11<sup>th</sup> or the following day when said day occurs on Sunday)  
Thanksgiving Day (fourth Thursday in November)  
Christmas Day (Dec 25<sup>th</sup> or the following day when said day occurs on Sunday)

2.4.2 - Employees will be given compensatory time opportunities to make up any projected deficiencies between holiday time awarded and holiday time in a calendar year.

2.4.3 - A "Floating Holiday" is time off to be taken at the employee's discretion with the prior approval of the Department Head. Each employee hired on, or after, July 1, 2014 will be given 16 hours of floating holiday time per calendar year, to be used during that calendar year. Each employee hired before July 1, 2014 will be given 24 hours of floating holiday time per calendar year, to be used during that calendar year.

2.4.4 - For the positions of Town Surveyor (PLS), Field Technician I and II, if the State designated holiday in section 2.4.1 falls on a Saturday, it will be celebrated on the preceding Friday.

2.4.5 - 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 times his regular hourly rate in addition to his regular pay.

2.4.6 – Floating holidays are prorated over a calendar year basis at the time of hire (start date). Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on his/her part, or by resignation in good standing, or retirement, he/she shall be paid at the regular rate of compensation payable at the termination of employment, an amount in lieu of, earned but unused floating holiday time. If an employee is retiring and gives at least six (6) months notice, or at death, he/she or his/her estate shall be entitled to the full year's paid floating holiday time without proration.

2.4.7 – Any employee hired after May 31<sup>st</sup> and who has completed the probationary period before Jan 1<sup>st</sup> may carryover the prorated floating holiday hours into the following calendar year.

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

### **Section 2.5 - Probationary Period**

2.5.1 – Unless otherwise determined by law, the appointment of each new employee shall be probationary for a period of six (6) months of employment for purposes of evaluation prior to being assigned regular position status. Probation may be extended for an additional time up to three (3) months if performance indicates such a need. All time off benefits including vacation, sick leave and floating holidays will accrue during the probationary period. Sick time may be used during the probationary period with the following restrictions:

1. Only accrued sick time may be used (see Section 2.2).
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 Bank, FMLA, Leave of Absence other than FMLA Leave and Floating Holidays are not available to employees during the probationary period. When absence is compensable under Worker's Compensation Law, in accordance with Section 2.2.1. paragraph six, of this contract, an employee may elect to use accumulated sick leave during the probationary period. Paid vacations are not available for use during the probationary period. Unpaid vacations may be used during the probationary period only on the recommendation of the Department Head and the approval of the Town Manager. Bereavement Leave is available, in accordance with Section 2.3 of this contract, to the employee during the probationary period on the recommendation of the Department Head 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 3 - COMPENSATION

## Section 3.1 - Wages

3.1.1- General wage increases for each employee shall be in accordance with the attached schedule as follows:

Schedule A-1                      FY 2018

3.1.2 – Each employee who successfully completes the six-months probationary period following promotion or hiring shall move to Step 2 or the next higher step above the step assigned upon hiring or promotion, whichever is applicable. The probationary period for promotions applies only for compensation.

3.1.2.1 On June 30, 2017 each employee will be moved back by one step. On July 1 of each year, an employee who has successfully completed his/her probationary period shall be eligible to move one step on Schedule A-1 upon successful evaluation of performance. Performance evaluations will be done in accordance with Appendix B.

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

3.1.4 - Engineering Division employees will receive one (1) fifteen (15) minute break a day, and the base rate of pay in Schedule A-1 reflects the elimination of one break a day.

3.1.5 -The base rates of pay in Schedule A-1 reflect the inclusion in the base pay of the previous lump sum payment, which payment fulfilled all of the obligation of the Town to the Employees with regard to providing equipment, uniforms, and boots.

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

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

The Town will only reimburse these fees if the employee successfully passes the examination.

The Town will reimburse an employee for the cost of renewing their required Professional Engineer (PE) license and Professional Land Surveyor (PLS) license. Employees shall possess and maintain an active license and complete continuing education as required. Upon renewal, a copy of the license, including documentation of

said training (copies of CEU and/or TCH certificates required for the renewed license), must be submitted to the Director of Public Works.

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

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

Concrete Technician	\$ 50
Soil Evaluator	\$250

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

### **Section 3.2 - Out of Classification Pay**

An employee who is assigned by the Department Head, or his/her designee to fill in temporarily in a higher classification for a minimum of one (1) full work day shall receive an additional one dollar (\$1) per hour until he/she has worked out of classification for twenty (20) consecutive hours, except for the positions of Town Surveyor (PLS) and Field Technician I and II who shall receive an additional one dollar (\$1) per hour until he/she has worked twenty four (24) consecutive hours. Additional consecutive work days worked out of classification shall be compensated at the rate of an additional two dollars (\$2) per hour.

### **Section 3.3 - Overtime**

3.3.1 - Overtime at the rate of one and one-half times the regular rate shall be paid for the number of hours worked in excess of ten (10) hours in any one (1) work day or forty (40) hours of straight time in any one (1) work week, except for the positions of Town Surveyor (PLS), Field Technician I and II who shall be paid overtime at the rate of one and one-half times the regular rate for the number of hours worked in excess of eight (8) hours in any one (1) week day or forty (40) hours of straight time in any one (1) work week. Employees called for scheduled overtime, not scheduled at the beginning of the regular work day or as an extension of the regular work day, or called for emergency work, shall be credited with a minimum of four (4) hours worked. Scheduled overtime is defined as work planned for a certain time. Emergency work is defined as generally unexpected occurrences demanding immediate action. Employees who work past the end of the regular work day will be credited a minimum of two (2) hours worked. All overtime must have prior approval by the division head.

### **3.3.2**

1. 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.

2. Upon approval of the department head, an employee may elect to take compensatory time on time and one half basis instead of overtime in cash.

3.3.3 - Overtime will be distributed in as fair and as equitable a manner as circumstances permit. Records will be maintained and accessible upon request.

### **Section 3.4 - Hours of Work**

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

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

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

### **Section 3.5 -Employee Development**

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

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

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

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 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;

5. 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;

6. The employee must complete the program with a grade of "C" or better, with satisfactory completion of the course if the course is ungraded.

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

## **ARTICLE 4 - UNION BUSINESS**

### **Section 4.1 - Union Business Leave**

Up to three (3) Union representatives shall be granted reasonable time off without loss of pay for the purpose of investigating or processing grievances or for collective bargaining when bargaining sessions are held during the work day. Union representatives are expected to first clear this time through their Department Head. Reasonable requests for time shall not be denied.

### **Section 4.2 - Bulletin Board and Meeting Space**

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

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

### **Section 4.3 - Payroll Deduction of Union Dues**

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

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

### **Section 4.4 - Temporary Union Employees**

Employees who are hired as temporary help, as for example to fill in for an injured employee or to fill in for an employee in arbitration, shall be considered a temporary Union employee and shall pay Union dues. In such instances there shall be no accumulation of benefits for the first 6 months of such temporary help, and there will be no grievance process available for disciplinary or discharge actions during the first 12 months of work as a temporary Union employee. Upon 12 months of continuous employment as a temporary employee, the employee will become a regular employee, and will enjoy all rights and privileges of a regular employee. The following employees are exempt from the provisions of Section 4.4: co-operative education students, college students, and seasonal help. These employees shall be considered temporary employees as defined in Section 3.6.3 of the Personnel Policies.

### **Section 4.5 - Bargaining Unit Work**

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

### **Section 4.6 - Copy of Agreement**

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

# ARTICLE 5 - MISCELLANEOUS

## Section 5.1 - Health and Safety

5.1.1 - Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's supervisor and the employee contributing to such condition shall be subject to disciplinary action. Such complaints shall be the subject of grievance hereunder.

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

## Section 5.2 - Seniority

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

### 5.2.2

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

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

## Section 5.3 - Job Posting and Bidding

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

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

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

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

#### **Section 5.4 – Layoff and Recall**

5.4.1 - In the event of a layoff in any job classification covered by this Agreement, the employee with the least seniority (as defined elsewhere in this Agreement) will be released from that job classification. An employee will have the right to bump a junior employee in any job classification, within the bargaining unit, (equal, lower or higher) in which he/she has previously worked or is otherwise determined by management to be qualified. A decision by management that an employee is not qualified to bump into an equal or lower job classification shall be subject to expedited arbitration.

5.4.2- Employees hired on or after July 1, 1985, who are laid off, with three (3) years of service or more will be placed on a recall list also for a period of two (2) years. Employees hired on or after July 1, 1985, who are laid off with less than three (3) years of service will be placed on a recall list for one (1) year. Recall will be in order of seniority for vacancies in equal or lower job classifications. Recall rights will terminate sooner if a recall offer in a job paying equal is refused.

#### **Section 5.5 – Resignation**

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

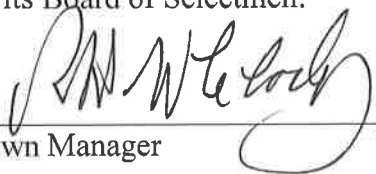
5.5.2 - If at least two (2) weeks notice is not given, the employee shall be considered to have resigned not in good standing and shall forfeit any benefits accrued except as prohibited by law. Oral resignation will be deemed binding but shall not constitute resignation in good standing.

#### **Section 5.6 - Labor/Management Meetings**

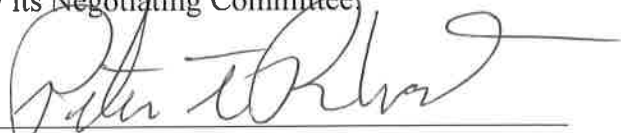
A joint labor-management committee will be established. It will be composed of the Town Manager or designee, at least two representatives of the Bargaining Unit, the Department Head or designee, and the Division Head. The committee shall meet as requested by either the Town or the Union to discuss employment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

*In witness whereof the parties to this agreement have caused those presents to be executed by their agents on this 14<sup>th</sup> day of June, 20 17.*

Town of Reading,  
by its Board of Selectmen:

  
\_\_\_\_\_  
Town Manager

AFSCME Local 1703, Sub-local 038,  
by its Negotiating Committee:

  
\_\_\_\_\_  
Chapter Chairperson

### CLASSIFICATION MATRIX

SCHEDULE A-1

Effective: JULY 1, 2017 through June 30, 2018

1.00%	<i>Factor =</i>	1.0100
4.00%	<i>Factor =</i>	1.0400
2.00%	<i>Factor =</i>	1.0200

<u>Classification</u>	<u>Grade</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	
Senior Civil Engineer (PE)	22	30.92	31.54	32.17	32.81	33.47	34.14	34.82	35.51	36.23	36.95	37.69	38.44	
	21	29.73	30.32	30.93	31.55	32.18	32.82	33.48	34.15	34.83	35.53	36.24	36.96	
Civil Engineer	20	28.59	29.16	29.74	30.33	30.94	31.56	32.19	32.84	33.49	34.16	34.85	35.54	
Town Surveyor (PLS)	19	27.49	28.04	28.60	29.17	29.75	30.35	30.95	31.57	32.20	32.85	33.50	34.18	
Assistant Civil Engineer	18	26.43	26.96	27.50	28.05	28.61	29.18	29.76	30.36	30.97	31.58	32.22	32.86	
	17	25.41	25.92	26.44	26.97	27.51	28.06	28.62	29.19	29.77	30.37	30.98	31.60	
Sr. Engineer; Field Technician II	16	24.43	24.92	25.42	25.93	26.45	26.98	27.52	28.07	28.63	29.20	29.79	30.38	
Field Technician I	15	23.49	23.96	24.44	24.93	25.43	25.94	26.46	26.99	27.53	28.08	28.64	29.21	
	14	22.59	23.04	23.50	23.97	24.45	24.94	25.44	25.95	26.47	27.00	27.54	28.09	
	13	21.72	22.16	22.60	23.05	23.51	23.98	24.46	24.95	25.45	25.96	26.48	27.01	
	12	20.89	21.30	21.73	22.17	22.61	23.06	23.52	23.99	24.47	24.96	25.46	25.97	
	11	20.08	20.49	20.89	21.31	21.74	22.17	22.62	23.07	23.53	24.00	24.48	24.97	
	10	19.31	19.70	20.09	20.49	20.90	21.32	21.75	22.18	22.63	23.08	23.54	24.01	
	9	18.57	18.94	19.32	19.70	20.10	20.50	20.91	21.33	21.76	22.19	22.63	23.09	
Jr. Engineer	8	17.85	18.21	18.58	18.95	19.33	19.71	20.11	20.51	20.92	21.34	21.76	22.20	
	7	17.17	17.51	17.86	18.22	18.58	18.95	19.33	19.72	20.11	20.52	20.93	21.35	
	6	16.51	16.84	17.17	17.52	17.87	18.23	18.59	18.96	19.34	19.73	20.12	20.52	
	5	15.87	16.19	16.51	16.84	17.18	17.52	17.87	18.23	18.60	18.97	19.35	19.74	
	4	15.26	15.57	15.88	16.20	16.52	16.85	17.19	17.53	17.88	18.24	18.60	18.98	
	Engineering/Surveyor Aide II	3	14.67	14.97	15.27	15.57	15.88	16.20	16.53	16.86	17.19	17.54	17.89	18.25
		2	14.11	14.39	14.68	14.97	15.27	15.58	15.89	16.21	16.53	16.86	17.20	17.54
Engineering/Surveyor Aide I	1	13.57	13.84	14.12	14.40	14.69	14.98	15.28	15.59	15.90	16.21	16.54	16.87	

**SIDE LETTER - 1**

Individuals shall be paid no less than the minimum pay rate of the applicable grade.

The Town Manager may approve a starting salary up to Step 4 of the applicable salary grade. Consideration of a starting salary above the minimum must be based on skill and/or experience.

Starting pay rates which exceed Step 4 must have prior approval by the Union. Starting pay rates which exceed step 8 must have prior approval by the Board of Selectmen.

  
Town of Reading      6/14/17  
Date

  
AFSCME      6/14/2017  
Date