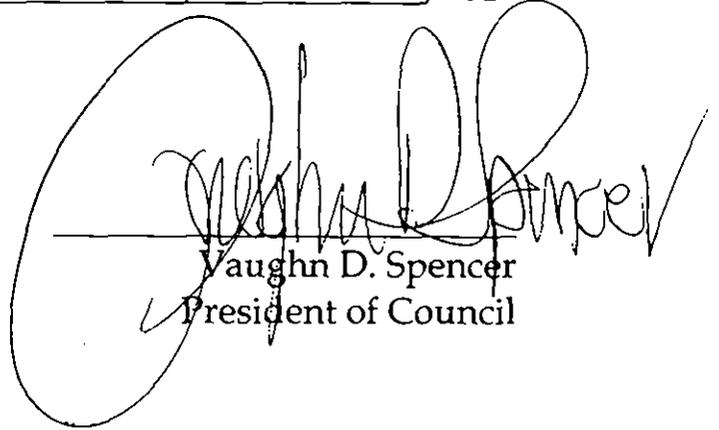


# RESOLUTION NO. 209 2011

THE COUNCIL OF THE CITY OF READING HEREBY  
RESOLVES AS FOLLOWS:

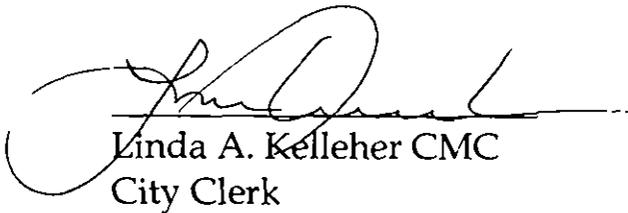
Ratifying the Agreement between the City of Reading and The  
American Federation of State and Municipal Employees (AFSCME),  
Local 2763 effective January 1, 2012 and expiring December 31, 2016.

Adopted by Council Dec 27, 2011



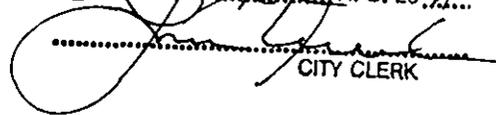
Vaughn D. Spencer  
President of Council

Attest:



Linda A. Kelleher CMC  
City Clerk

I, LINDA A. KELLEHER, City Clerk of the City  
of Reading, Pa., do hereby certify, that the fore-  
going is a true and correct copy of the original  
..... passed by the Council of the City of  
Reading, on the ..... day of .....  
A. D. 2011. Witness my hand and seal of the  
said City this ..... day of ..... A. D. 2011.



CITY CLERK

2012 – 2016

AGREEMENT

BETWEEN

THE CITY OF READING, PENNSYLVANIA

AND

THE AMERICAN FEDERATION OF STATE,

AND

MUNICIPAL EMPLOYEES,

LOCAL 2763

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## PREAMBLE

This Agreement entered into by the City of Reading, Berks County, Pennsylvania, hereinafter referred to as "Employer", and the American Federation of State, County and Municipal Employees, AFL-CIO, and its District Council 88, Local 2763, **established per PERA #R-3678-C**, hereinafter referred to as "Union" has as its purpose the promotion of harmonious relations and cooperation among the Employer, the Union, and each employee to the end that honest, efficient and economical service will be rendered to the public; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment for the employees in this bargaining unit.

## ARTICLE 1 - RECOGNITION

Section 1. The Union is recognized by the Employer as the exclusive representative for collective bargaining purposes under Act 195 for all full-time and professional and nonprofessional non-uniformed employees, excluding confidential employees, seasonal employees, casual employees, supervisors, management level employees, school crossing guards and guards as defined in the Act.

Section 2. Except as expressly provide otherwise in a specific provision of this Agreement, the term "Employee" as used in this Agreement shall mean a full-time employee. A full-time employee is one who regularly works at least 35 hours per week. **A part-time employee is defined as an employee working less than thirty-five (35) hours per week.**

Section 3. The City and the Union agree that the following professional positions exist in this bargaining unit:

- Community Development Specialist I
- Community Development Specialist II
- Community Development Specialist III
- Community Development Specialist III/Historic Preservation Specialist
- Fiscal Officer
- Accountant
- Librarian I
- Librarian II
- Librarian III
- Municipal Professional
- Planner I
- Planner II
- Planner III
- Revenue Accountant**

## ARTICLE 2 - UNION SECURITY

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date, shall maintain his membership in the Union, provided that such employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement.

The Union and the Employer agree that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents, or members against any employee who refused to join the Union or to authorize dues deductions.

The City and the Union agree that all non-members of the Union shall be subject to a fair share fee as provided by applicable State law.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

### ARTICLE 3 - DUES DEDUCTION

Section 1. The Employer agrees to deduct the Union dues from the pay of those employees who individually authorize in writing that such deductions be made; said authorization shall be irrevocable by the Employee during the term of this agreement, except for a time period consisting of fifteen (15) days prior to the expiration of the then current contract. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted within the thirty (30) days, except under extenuating circumstances, together with an itemized statement and a list bearing thereon the name of the employees for whom the deductions are made to the Business Manager, District Council 88.

Section 2. The Union hereby certifies that its present amount of membership dues are established. In the event the amount of dues is hereinafter changed, such changes shall be provided in writing to the Employer thirty (30) days prior to any change in dues deductions.

Section 3. The Employer further agrees to deduct a fair share fee **in equal installments based on the number of payrolls per calendar year** from all employees in the bargaining unit who are not members of the Union. Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

Section 4. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## ARTICLE 4 - HOLIDAYS

Section 1. The following days shall be recognized as paid holidays:

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

Section 2. Monday shall be recognized as the holiday for all holidays that occur on Sunday, and Friday for all holidays that occur on Saturday.

Section 3. If an employee is called upon to and does work on any of the holidays set forth in Section 1 of this Article, he shall be paid as provided in Article 6.

Section 4. Any employee who is absent without paid leave or reasonable excuse, either the workday before or after a holiday will forfeit the holiday pay.

Section 5. Established holidays may be changed only by mutual agreement.

Section 6. The holiday observance shall be those established by Federal observance.

Section 7. Each employee shall be granted two (2) personal days. Employees may not use personal days unless approved by the supervisor if the day is either one week before or one week after a holiday.

Section 8. To the extent that the provisions of this Article conflict with the provisions of Article 28 which applies solely to certain members of the bargaining unit who have been assigned to the Department of Police, the provisions of Article 28 shall control rather than the provisions of this Article.

## ARTICLE 5 - VACATIONS

**Section 1.** Employees hired prior to 1/1/12, shall earn vacation leave according to the following schedule:

- a. 5/12 of a day a month for the first year of service.
- b. For the second year to the eighth year of service - two weeks or ten (10) work days.
- c. After eight (8) years of service - three weeks or fifteen (15) work days.
- d. After fourteen (14) years of service - four weeks or twenty (20) work days.
- e. After twenty (20) years of service - five weeks or twenty-five (25) work days.
- f. After twenty-five (25) years of service - six weeks or thirty (30) work days.

**Employees hired on or after January 1, 2012, shall earn vacation leave according to the following schedule:**

- a) **After one (1) year of service - 5 days**
- b) **After five (5) years of service - 10 days**
- c) **After ten (10) years of service - 15 days**
- d) **After fifteen (15) years of service - 20 days**

**Section 2.** Years of service shall be defined to mean:

The anniversary year in which the individual shall have completed the specified number of years. The years of service shall be computed from the first day of the anniversary year following the completion of the specified number of years within each category.

"Years of service" shall mean all years of continuous service since the last date of hire as a City employee. All employees in the rank and file unit prior to 3/1/05 will carry all City seniority as bargaining union seniority. Those employees on C.E.T.A. status shall also be granted full bargaining unit seniority for time worked under that program. All employees transferred into the bargaining unit on or after 3/1/05 will not have prior service credited toward bargaining unit seniority. However, employees moving into the bargaining unit from the first level supervisory unit may have their first level supervisory unit time approved by the rank and file local on a case by case basis.

Section 3. All vacation leave will be subject to the following conditions:

- a. No employee shall receive vacation leave in excess of the amount accruing.
- b. Vacation leave is not intended to be accumulated.
- c. Vacation leave must be taken in blocks or not less than five (5) days and at time approved by the Department Head; however, a total of fifty percent (50%) of vacation leave may be taken in one or more day groupings. Employees with less than ten (10) days vacation time accrued may take vacation in one or more day groupings as approved by the Department Head.
- d. Vacation preference requests to be effective after March 1, of each year must be submitted by February 15, of the same year. An employee who has not expressed his preference for vacation time prior to February 15 shall have a vacation time scheduled by his Division Manager. If the employee thereafter expresses a preference for a different vacation time, his vacation time may be re-scheduled so as not to interfere with production requirements or the vacation schedule of other employees in the division.
- e. In scheduling vacation for the month of January and February, the employee will be given preference according to seniority, and must request vacation by December 1, of the preceding year.

- f. Vacation preference shall be granted to employees with the greatest seniority in the division, subject, however, to the work needs of the City, which shall control all vacation scheduling. Vacation time earned shall not be restricted to any particular month or period in the year.

Vacation scheduling shall as nearly as possible, in keeping with the needs of the Employer, be balanced equally throughout the year by dividing the division's total vacation liability by fifty-two (52) weeks.

- g. Vacation leave shall be earned by and granted only to permanent full-time employees.
- h. **For employees hired on or before 12/31/11, no vacation shall be taken during an employee's first six (6) months of employment. For employees hired on or after 1/1/12, no vacation shall be taken during an employee's first twelve (12) months of employment.**
- i. On termination of employment an employee shall receive a pro rata vacation leave in the category set out above as of the date of termination, except that on retirement there shall be no pro rating.
- j. Consideration may be given for emergency vacation requests.
- k. An employee who becomes ill and is hospitalized during his/her vacation may change his/her absence to sick leave provided that he/she furnishes a physician's certificate to the Employer.

Section 4. If a holiday occurs during the calendar week in which a vacation is taken by an employee, at the option of the employee, the vacation may be extended by one (1) additional day or the employee may take one day as a personal holiday on a date mutually agreed upon between the employee and his/her supervisor.

Section 5. To the extent that the provisions of this Article conflict with the provisions of Article 28 which applies solely to certain members of the bargaining unit who have been assigned to the Department of Police, the provisions of Article 28 shall control rather than the provisions of this Article.

Section 6. All vacation must be scheduled in accordance with Section 3 above and must be taken during the calendar year; provided, that if an employee is prevented by the Employer from taking their scheduled vacation in either the months of November or December due to an emergency, then said employee may reschedule their vacation at a mutually convenient time for the Employee and said vacation may be carried over into the following year. Any carry-over for vacation under this section shall be in writing approved by **Managing** Director.

For purposes of this section alone, emergencies shall mean a cause or event which affects the employer's operation and causes the employer in its sole discretion to cancel the employee's vacation. It specifically does not include any cause or reason in the employee's personal life, whereby the employee is attempting to reschedule their vacation for any reason whatsoever.

## ARTICLE 6 - HOURS OF WORK - OVERTIME

Section 1. The total number of hours of employment shall remain as at present except that as of July 1, 1974, employees working in the same office shall work the same number of hours, which number of hours shall be the greater of the hours worked by persons in that office, and any employees doing the same work outside of City Hall shall work the same number of hours, which number of hours shall be the greater of the hours worked by persons outside of City Hall. As far as practical, this work day shall conform with the established hours of business. This conformity shall not interfere with the special schedules governing departments operating more than eight (8) hours in each calendar day. Nor shall this provision for an eight (8) hour day be construed as prohibiting the creation of part-time employment or the establishment of rotative, staggered or shortened work periods.

Section 2. Except in seven-day a week City operations, the normal work week shall be for full-time employees Monday thru Friday, forty (40) hours, modified as above. However, nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week.

Section 3. One and one-half times the employees regular hourly rate of pay shall be paid for work under any of the following conditions:

- a. For any work performed in excess of eight (8) hours in any work day.
- b. For any work performed in excess of forty (40) hours in any work week.
- c. For any work performed on Saturday except in the case of employees who regularly work in operations which function seven (7) days a week.

Section 4. One and **one-half** the employees regular hourly rate of pay shall be paid for any work performed on Sunday, unless that day be part of the employees regular scheduled work week. Effective January 1, 1998, said rate shall also be paid for all consecutive hours worked beyond sixteen (16).

Section 5. Employees working on a holiday shall receive one and **one-half** the employees regular hourly rate for the first (8) eight hours worked plus the holiday pay. Any hours worked in excess of eight (8) hours on a holiday shall be paid at one and three quarters the employees regular hourly rate.

Section 6. All overtime previously paid at double time will be paid at one and **one-half** the employees hourly rate, except for the following holidays:

The Employer shall pay double time for time worked on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Section 7. Payment for overtime is to be made on the first pay period following the pay period in which the overtime is worked.

Section 8. Overtime shall be equalized within a division by classification provided the employee is qualified and capable of performing the overtime work. Employees who wish to work overtime shall sign an availability list. Overtime shall be offered to the most senior qualified employee who has the least number of overtime hours accumulated. Posted availability lists shall be open for deletions or additions the last five (5) working days of each month.

The Supervisor shall make a reasonable attempt to contact an employee on the overtime availability list. If the Supervisor is unable to contact the employee and a household member or answering machine is available, the Supervisor will leave a message with the household member or on the answering machine regarding the availability of overtime. Once said message is left with the employee's household member or on the employee's answering machine it shall become the duty of the employee to contact the Supervisor prior to the Supervisor making contact with the next available person on the overtime list. Any employee who could not be contacted or refused overtime shall be charged with the number of hours worked.

Any employee entering a Division or moving from the unavailable to the available list shall assume the average number of overtime hours for his/her classification within that Division. Any employee on approved leave shall assume the average of overtime hours worked in that period.

Hours of work on a holiday shall not be construed for equalization of overtime.

If all of the employees within the classification on the availability list after having been canvassed, refuse to report for the overtime work then the employer shall call in said employees with the least number of charged overtime hours and these employees shall be compelled to work. However, in any emergency, the City may deny employees the right to refuse overtime.

The City agrees to post amended lists of overtime hours on a monthly basis.

Section 9. Overtime or duplicate pay of any kind shall not be pyramided.

Section 10. In any seven day operation, where an employee works a sixth consecutive day, he shall be paid time and one-half for that day and double time on the seventh consecutive day.

Section 11. In the event an employee requests compensatory time in lieu of payment for any of the above mentioned hours of work, compensatory time shall be given on a straight hour for hour basis; except that in cases over eight hours in any one day or forty hours in one week such compensatory time will be given at the rate of one and one-half hours for each hour worked over said limitations. Any compensatory time shall be scheduled with the approval of the applicable Division head and shall be in writing and shall be scheduled so as not to interfere with Division operations. However, any employees right to request compensatory time shall be limited to compliance with the Fair Labor Standards Act.

Section 12. Notwithstanding any of the preceding sections the parties agree that with regard to the employees involved at the Sewage Treatment Plant and the Pumping Station located at 6th & Canal Streets the following provisions shall prevail:

- a. The work scheduled for those employees and job locations shall be as found in Exhibit "B" attached hereto and made a part hereof and incorporated herein by reference.
- b. Both the employer and the Union agree that the adoption of the staggered work schedule as shown in Exhibit "B" will result in a work week that does not constitute the normal work week described in Section 2, Article 6 of the original Agreement between the parties and that therefore, the provisions of Article 6 would normally prevail. However, it is the agreement of the parties that employees will now be required to work Saturdays and Sundays at certain times during said schedule and that it is not the intention of the parties that Article 6, as it is presently worded, should govern those employees and that this Section shall govern those employees rather than Article 6.

- c. Parties specifically agree that Section 3, sub-section b and c shall not apply to this schedule; however, that Section 3a shall still be applicable in that any work performed in excess of eight (8) hours in any work days shall be treated as overtime and shall be paid one and one-half (1 1/2) times the employees regular hourly rate of pay.
- d. Both the City and the Employee agree that in the event any work is performed on a Saturday and Sunday that shall not be treated as overtime except to the extent that the employee had been scheduled to be off that particular day and has been required to work by a directive of the supervisor, in which event it shall be considered as overtime pursuant to Article 6.
- e. Both parties acknowledge and agree that Section 9 of Article 6 shall not be applicable to employees working the schedule adopted herein.

Section 13. The parties agree the employees in the following Division's work week will consist of forty (40) hours:

Health & Codes Office  
Division of Traffic Engineering  
Radio Dispatchers and Complaint Clerks, Police Department

Section 14. Employees occupying professional positions are salaried and shall not receive monetary reimbursement for overtime and Sections 3, 4, 5, 6 and 9 of this Article shall not be applicable to the professional positions within the bargaining unit. Instead, compensatory time in compliance with the Fair Labor Standards Act shall be given for such time worked as is described in this Article, Sections 3, 4, 5, 6 and 9 and any other such provisions which may be in this Agreement. Such compensatory time shall be scheduled with approval of the applicable Division Head and shall not interfere with Division operations.

Section 15. Only hours actually worked, paid vacation leave, paid holidays, paid personal days, paid bereavement leave, and paid jury duty leave shall be counted toward the computation of overtime. Paid sick leave, paid compensatory time, and other paid leaves shall not count toward the computation of overtime.

Section 16. Overtime shall be rounded to the nearest tenth of an hour instead of to the highest quarter.

## ARTICLE 7 - CALL TIME & REPORTING TIME

Section 1. Employees called into work outside of his/her regular work shift shall be guaranteed a minimum of two (2) hours of pay at the appropriate hourly rate. Said employee shall not be required to remain for the full two (2) hours if the employee has completed the tasks for which the employee is called in. If said employee is called back within the two (2) hours, the employee shall receive no additional call out time.

Section 2. An employee reporting to work at his/her regularly scheduled shift and sent home to return at a later time on the same day shall receive two (2) hours pay at the employee's regular rate but not to be computed in overtime unless actually worked.

Section 3. This Article shall not apply to professional employees.

## ARTICLE 8 - STAND-BY TIME/CELL PHONE/ ELECTRONIC BEEPER TIME

When the employer for any reason requires any employee to be on stand-by time, at his home, the request shall be in writing to the employee. The employee shall receive one-quarter (1/4) of his regular hourly rate of pay for all stand-by hours.

Employer agrees that stand-by time shall be equalized among employees in the same manner as overtime.

For purpose of this Article alone Employer and Union agree that to the extent that any employee is given an electronic beeper or other device to enable Employer to contact Employees that employee shall be entitled to a flat payment of \$ 14.00 per day on account of having electronic beeper; provided however that if employee is called to work he shall be entitled to compensation in accordance with overtime and call time sections of this contract.

For purposes of this Article any employee given an electronic beeper or other device shall only be entitled to the \$ 14.00 per day flat payment and shall not be considered to be on stand-by time.

City cell phones shall be provided to employee's carrying the beeper for City business.

This Article shall not apply to professional employees.

ARTICLE 9 - LIFE INSURANCE

Section 1. The employer shall provide for each employee group life insurance, with accidental death and dismemberment benefits in the amount of \$25,000.00.

## ARTICLE 10 – WAGES

### **Section 1. Wage increases shall be as follows:**

- **Effective 1/1/2012 – zero (0) percent wage increase**
- **Effective 1/1/2013 – zero (0) percent wage increase**
- **Effective 1/1/2014 – zero (0) percent wage increase**
- **Effective 1/1/2015 – two (2) percent wage increase**
- **Effective 1/1/2016 – two (2) percent wage increase**

The City agrees to **continue** a three (3) tier progression for the position of Tradesman and Trades Inspector, the first step being the base salary and the second step being the journeyman and the third step being the master. Anyone obtaining a journeyman's license shall receive an additional \$1.00 per hour over the base salary of the Tradesman or Trades Inspector, and anyone reaching the third step of Master shall receive an additional \$1.00 per hour over the salary of journeyman provided that the only persons entitled to these additional payments shall be those persons where their job description requires them to be licensed.

**Employees who are currently eligible and receiving longevity pay shall have their longevity pay frozen at the current rate for the duration of the Act 47 plan. Longevity pay shall not be available or provided to employees hired after January 1, 2012.**

**In accordance with preceding paragraph, seniority steps for employees hired on or before 12/31/11 are as follows:**

<b>Step A</b>	<b>0 to 6 months of employment</b>
<b>Step B</b>	<b>6 months to 5 years</b>
<b>Step C</b>	<b>after completion of 6 years</b>
<b>Step D</b>	<b>after completion of 11 years</b>
<b>Step E</b>	<b>after completion of 16 years</b>
<b>Step F</b>	<b>after completion of 21 years</b>
<b>Step G</b>	<b>after completion of 26 years</b>
<b>Step H</b>	<b>after completion of 31 years</b>
<b>Step I</b>	<b>after completion of 36 years</b>

Section 2. It is understood and agreed by and between the parties hereto that variations in pay and hours of work shall not be the subject of any grievance or charge of discrimination.

Section 3. There shall be a shift differential payment whereby any employee assigned to the second shift shall be paid the additional sum of \$.30 per hour as shift differential and any employee assigned to the third shift shall be paid the additional sum of \$.35 per hour. Effective 1/1/11, any employee assigned to the 2<sup>nd</sup> shift shall be paid the additional sum of \$.40 per hour and any employee assigned to the 3<sup>rd</sup> shift shall be paid the additional sum of \$.50 per hour. Any employee who works two (2) hours or more in a single shift and continues to work two (2) hours or more into a shift with a higher differential shall receive the higher shift differential for all hours worked in the shift with the higher differential. In order to qualify for shift differential the employee must be assigned to either the second or third shift and this payment will not apply to any employee working overtime beyond the first shifts normal termination point.

This section does not apply to professional employees.

Section 4. The City shall pay professional employees longevity increments in accordance with Bills #188-90, #4- 91, #47-91, #4-92 and #70-92 **except that for the duration of the Act 47 plan longevity will be frozen at the current rate.**

Section 5. There shall be direct deposit of paychecks for all employees hired after the execution of the date of this Agreement and for current employees who request direct deposit.

Section 6. Paychecks shall be provided in **sealed** envelopes.

ARTICLE 11 - HOSPITAL, MEDICAL AND DENTAL INSURANCE

Section 1. Effective January 1, 2010, the City will offer three (3) insurance plans which includes prescription, to employees from which the employee may select the coverage they desire. Specific plans are incorporated into Exhibit C.

Section 2. The City shall pay the following allotment towards health and prescription coverage. The employee will be responsible for the remaining balance.

	2012	2013	2014	2015	2016
SINGLE	\$ 473	\$ 497	\$ 521	\$ 548	\$ 575
DUAL	\$ 960	\$ 1,008	\$ 1,058	\$ 1,111	\$ 1,167
FAMILY	\$ 1,408	\$ 1,479	\$ 1,553	\$ 1,631	\$ 1,712

Section 3. Employees will have the option of selecting dental (with perio) and vision coverage at the additional cost as determined by the plan.

Section 4. The Employer shall have the right at any time to change or substitute carriers to provide any benefits set forth in this Agreement so long as the benefits are substantially similar. In determining whether the benefits and Plan are "substantially similar," consideration shall be given to the similarity and benefits provided, out-of-pocket expenditures for members, the provider network and facilities, and the Bargaining Unit's utilization of the Plan. The Employer shall have no duty to offer a plan which is unavailable to the Employer. Before making any healthcare or insurance plan benefits changes, (1) the Employer shall provide the Union at least thirty (30) days advance notice and the opportunity to review the carrier and benefits, and (2) the Employer shall provide the Union with information, including the description of the benefits, premium co-payments, plan deductibles and plan co-payments.

Section 5. All employees are hereby required to comply with the rules and regulations of the Employer with regard to precertification. Effective January 1, 1988 any employee who fails to comply with precertification in accordance with the aforesaid rules and regulations shall be subjected to a 20% penalty whereby said employees shall be responsible for 20% of any costs.

Section 6. For employees who retire after January 1, 2008, the City shall provide and pay for the same medical benefits and prescription (excluding dental) on the same terms it supplies to current employees under the following conditions:

- a. The employee must qualify for either a full pension or a disability pension under the City pension Ordinances.
- b. Only the employee and the employee's spouse shall be eligible for coverage so long as they remain as a spouse.
- c. The benefits shall not be provided for employees who are eligible for coverage substantially similar and at no greater premium contribution under the group medical insurance plan of another employer or a spouse's employer or who subsequently become eligible under another plan.
- d. The benefits shall cease when the employee attains sixty-five of age and qualifies for Medicare and/or Medicaid coverage.
- e. Upon the death of the retired employee, the employer shall not be required to continue any coverage for surviving spouse.
- g. During the period of coverage, the City may require proof of eligibility for the above benefits.

**There shall be no post retirement medical and prescription benefits provided to any employee hired on or after 1/1/12.**

Section 7. Employee contributions for medical benefits will continue into retirement for employees retiring prior to December 31, 2011, except that those employees retiring on or after January 1, 2012, shall have the City allotment towards their health care capped at the amount paid upon their retirement. Said retirees shall bear the increases of any healthcare thereafter.

Section 8. The City shall perform an audit of eligible employees/retirees and their dependent(s) to assure only eligible employees/retirees and dependent(s) are covered under the City's insurance plans.

Section 9. The City will pay for one full month of medical coverage for spouse of deceased.

Section 10. Employees are required to complete a health risk assessment with the City's wellness program by July 1<sup>st</sup> of each calendar year. Those who do not comply will receive a 25% increase in their payroll co-pay premiums. Health risk assessment results are compliant with HIPAA regulations.

## ARTICLE 12 - REST PERIODS & MEAL PERIODS

Section 1. All employees schedules shall provide for a ten minute rest period during each one-half work shift. The rest period shall be scheduled whenever possible at the middle of such one-half shift.

Section 2. All employees shall be granted a lunch period during the third to fifth hours of their work day which lunch period shall be unpaid except for 24 hour operations.

Section 3. An employee who has worked sixteen (16) hours or more consecutively shall have the option of an eight (8) hour rest period, except in the case where an employee's services are required to meet an emergency.

ARTICLE 13 - LEAVE OF ABSENCE

1. Employer will permit a leave of absence not to exceed forty-five (45) calendar days without pay in cases where required by disability and other circumstances; the decision to grant the leave of absence shall be made by the **Managing Director and** department head upon application by the Employee. The department head's decision to grant or deny a leave of absence or a decision with regard to the length of time granted up to forty-five (45) days shall be arbitrable by the Union.
2. For any leave of absence beyond the initial forty-five (45) day period employees shall have the right to make said requests to the **Managing Director and their** department head and the **Managing Director and their** department head shall have the right to grant such requests for additional leave of absences as the **Managing Director and their** department head in **their** sole discretion determines to be appropriate. The decision of the **Managing Director and their** department head to grant or deny any additional leave of absences following the initial forty-five (45) day period shall be non-arbitrable. Notwithstanding this matter is not subject to arbitration the Union shall have the right to meet with the **Managing Director and their** department head for purposes of discussing **their** decision and supplying **them** with any additional information they feel relevant.
3. Employees desiring a leave of absence shall pick up the necessary forms in the Human Resources Office and after preparing the request, return the request to the Human Resources Office which request in its completed form must be submitted to the Human Resources Office not later than five (5) days before the leave requested is to begin.
4. The requests shall be answered by the **Managing Director and their** department head within five (5) days.
5. Employee shall continue to accrue seniority while on such leave of absence. No other benefits shall be received or accrued by an employee during such leave of absence, except as provided in Article 11.
6. In the event that leave under this Article qualifies as leave authorized as Family Medical Leave, leave under this Article shall be taken concurrently with any available FMLA leave.

## ARTICLE 14 - FUNERAL LEAVE

Employees shall receive leave with pay in the event of a death in the family as follows:

In the case of spouse, parents, children, brother, sister, grandparents, grandchild or step-child living in the household, father-in-law, mother-in-law, step-father, step-mother, life partner\*, from the day of death to day after funeral, for a maximum of four (4) days.

In the case of the death of brother-in-law, sister-in-law, step-child not living in the household, aunt or uncle, **step-brother, step-sister, aunt and uncle of spouse, and great grandparents, for one (1) day before and one (1) day of the funeral.**

\*Employee must complete a life partner application (showing one (1) item of proof) with the Human Resources Office by January of each year to be eligible for this paid leave. (SEE EXHIBIT C )

## ARTICLE 15 - JURY OR WITNESS DUTY

An employce called to serve as a juror or sub-poenaed in court proceedings as a witness in any case other than one in which he/she is a party, will be excused from work and shall for that time be paid the difference, if any, between the compensation received as a juror or witness and his/her regular wages.

## ARTICLE 16 - MILITARY LEAVE

Section 1. Employees who are required to report for active duty shall be granted a military leave of absence subject to applicable Federal and State legislation.

Section 2. Employees who report for annual military training shall have such time, for a maximum of fifteen (15) days per year. Employees shall be paid for such time the difference, if any, between what they receive in any way as military compensation and their regular pay.

## ARTICLE 17 - CHILDBIRTH/CHILD REARING LEAVE

Section 1. An employee who has become a parent by natural birth may apply for unpaid leave for the purpose of child care. The child care leave shall not exceed a period of six (6) consecutive calendar months which six (6) month period shall begin upon the first day of leave.

Section 2. The employee shall give written notice of the desire to take such leave at such time as the pregnancy has been definitely determined and submit a written application to his/her supervisor for such leave by the end of the fifth month of pregnancy but in no event less than one month prior to the beginning of the requested leave. Such notice shall be accompanied by a physician's certificate setting forth the date of the expected birth if the leave is to begin heretofore. Failure to make application as here provided shall be the basis for termination of employee status.

In no case shall the employee be required to take leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.

While on leave, the employee's duties shall be performed by remaining staff and the position be kept vacant or they shall be performed by a substitute employee.

Section 3. An employee who adopts a child under the age of six (6) years may apply for an unpaid leave of up to six (6) calendar months which shall begin when the child is physically turned over to the employee or on a date reasonably in advance thereof as may be agreed by the Employer and employee. The employee shall give notice of the desire to take such leave as soon as the employee knows that the child intended to be adopted will be acquired.

Section 4. Application for return to employment shall be made to the **Human Resources Manager** at least two (2) weeks prior to the end of the leave and in the case of a mother with a newborn child shall be accompanied by a physician's certificate that the employee at the termination of the leave will be fully capable of carrying out her duties.

Section 5. An employee on unpaid child rearing leave shall not accrue sick leave days during such leave.

Section 6. Employee has the right to return to the same position in the same classification he/she held before going on child rearing leave, or to an equivalent position with regard to pay and skill and seniority.

Section 7. Employee shall continue to accrue seniority while on such leave. No other benefits shall be received or accrued by an employee during such leave of absence, except as provided in Article 11.

Section 8. An employee shall use accrued sick leave as well as accrued vacation leave for the period that she is unable to work as certified by a physician. All other periods of leave related to childbirth leave shall be leave without pay. Unused leave shall be carried over until her return.

Section 9. Employees who have been granted a child rearing leave shall be allowed to return to work part-time during said child rearing leave subject to the six (6) month limitation set forth in Section 1 of this Article.

Section 10. In the event that leave under this Article qualifies as leave authorized as Family Medical Leave, leave under this Article shall be taken concurrently with any available FMLA leave.

## ARTICLE 18 - SICK LEAVE

Section 1. Each employee in this unit may use a total of three (3) sick leave days per year for illness or injury to a family member. Otherwise, sick leave is granted for illness and injury and payment of sick leave is restricted to that.

Section 2. Employees shall be allowed twelve (12) sick leave days per year which shall be accumulated at the rate of one (1) day per working month. However, no sick leave shall be accumulated unless an employee works at least half the days during the month, when an employee is on sick leave.

Section 3. Any employee using sick leave shall report by telephone or messenger to his/her supervisor not less than one-half hour before the scheduled starting time for that days work. Any employee working in a 24-hour operation using sick leave shall report by telephone or messenger to his/her supervisor not less than two (2) hours before the scheduled starting time for that days work.

Section 4. Each employee shall receive sick leave from his/her first day of sickness.

Section 5. It shall be the prerogative of the **Human Resources Office** to require an employee to provide a physician's certificate in any instance where sick leave has been used and the possibility of abuse or improper use is suspected. Such certificate shall state that the employee has been examined, that the employee is unfit to work and the probable date at which the employee will be able to return to work. The Division Head may also require that an employee returning from sick leave supply a physician's certificate that the employee is sufficiently recovered from the illness which caused the absence to return to work.

**The City shall establish a sick leave policy that gives management the discretion to impose sanctions to control sick leave use. The City will meet and discuss the creation of said policy with the Union, however, the final policy is at the discretion of the City.**

Section 6. Employees shall be required to provide a physician's certificate for three (3) or more consecutive days of absence.

Section 7. The City can discipline **up to and including termination** immediately for violation of Section 5 and/or Section 6 of this Article.

Section 8. Employees shall earn sick leave from his date of hire, however, no sick leave shall be granted during an employees probationary period except for inpatient hospitalization.

Section 9. An employee shall not be entitled to sick leave when the injury or illness is attributable to employment outside the City service.

Section 10. Employee shall accrue unused sick leave from year to year with a maximum accumulation of sixty (60) days.

Section 11. The sick leave pool shall work in accordance with the following regulations:

- a. In addition to the sick leave which each employee accrues individually, the Employer agrees to contribute to the sick leave pool, sick leave days at the rate of one day per month per employee in the same manner and according to the same provisions that sick leave is accumulated by the employees individually. In no event shall the total contribution by the Employer per employee exceed twelve (12) in one year; however, said total may be less than that for an individual employee who has not qualified for a maximum of twelve (12) in any one year.
- b. No employee shall be allowed to draw from the sick leave pool unless they have accumulated 30 sick leave days as of the time of the on set of their illness or injury.
- c. No employee shall be eligible to utilize sick leave from the pool unless that employee has an extended illness and has exhausted his or her sick leave; provided however that no employee shall be eligible for the sick leave pool until such time as the employee has utilized all of his/her accumulated sick leave days.

- d. Any employee desiring to utilize sick leave from the pool shall have satisfactory evidence demonstrating that their illness or injury is such that it will continue for an extended period. In order to qualify as an extended period of illness or injury, the employee shall be required to submit a medical opinion in form and manner satisfactory to the employer that in the opinion of a physician the employee's illness or injury will totally incapacitate Said employee for a period of not less than 30 days after the date that the employee has expended his/her accumulated sick leave. In the event that an employee submits a report by a physician and the City would question the validity or the conclusion of the physician, the City shall have the right to have the matter reviewed by the City Health Officer. In the event of a dispute between the opinion of the attending physician and that of the City Health Officer, those two doctors shall refer the matter to a third physician mutually agreeable to the two physicians and the opinion of the third physician shall be binding on both parties. The fee for any report or examination from the third physician shall be borne equally by both parties.
- e. Any employee who has been approved for utilization of sick leave from the sick pool shall only be entitled to draw from said sick leave pool for a maximum of seven (7) calendar months.
- f. Any employee who is approved for utilization of the sick leave from the pool shall, as a condition of continued participation in the pool, submit a statement from his attending physician every two weeks indicating that the total disability is continuing as of that date.
- g. In the event that the illness or disability which qualifies an employee for entrance into the sick leave pool program was caused by the actions or conduct of a third party and the employee as a result of litigation, a claim or settlement with said third party is reimbursed for lost wages on account of the actions of said third party, the employee shall be responsible to reimburse the City for monies paid by the City as a result of the employee's participation in the sick pool program.

- h. Both parties agree that the application for the right to utilize sick leave days from the pool shall be made by the employee on a written form, which form shall be signed by both the employee and the Union and no employee shall have the right for admission into the sick leave pool program without the approval of the Union. City agrees to provide both the Union and the employee with a copy of its decision on any application for utilization of the sick leave pool.
  
- i. An employee with five years seniority who has accumulated a minimum of thirty (30) sick leave days or more who then experiences an illness of sixteen working days or more will be eligible to accrue sick leave at the rate of 2-1/2 days per month for the total number of months it would take them to reach a thirty (30) day accumulation. The total number of months during which the employee may accumulate at the rate of 2-1/2 days per month rate shall be as set forth in the schedule below. During the number of months that the employee would be entitled to accumulate at the 2-1/2 day rate, any absences shall be subtracted from the days being-accumulated. At the end of the period of months during which the employee is entitled to accumulate at the rate of 2-1/2 days per month, the employee would then revert back to the one day a month as set forth in Section 2 above.

SCHEDULE

MONTH	BALANCE OF SICK DAYS REMAINING	NUMBER OF MONTHS ELIGIBLE TO ACCUMULATE 2-1/2 PER
	29	1
	28	1
	27	1
	26	2
	25	2
	24	2
	23	3
	22	3
	21	4
	20	4
	19	4
	18	5
	17	5

16	5
15	6
14	6
13	7
12	7
11	8
10	8
9	8
8	9
7	9
6	10
5	10
4	10
3	11
2	11
1	12
0	12

Section 12. Employees who for a **one (1) year calendar period** have not used any sick leave or been off sick, and all of whose absences have been authorized, shall be entitled to one (1) day of leave.

Section 13. Upon retirement all eligible employees shall be paid up to forty-five (45) days of unused sick leave as follows: ten (10) days at the full day's rate of pay in their final paycheck and \$25 per day up to an additional thirty-five (35) days into a health retirement account for each employee.

For purposes of this section, retirement shall be defined as age 55 with 20 years of service for employees hired prior to January 1, 1988; and age 65 with 25 years of service for employees hired after January 1, 1988.

Section 14. Employees may donate paid leave for any employee who is absent without pay due to unforeseen circumstances. Said request shall come from the Union and be approved by the City. Employees absent due to their own illness/injury may have any type of paid leave donated to their account. Employees absent for other reasons may have any leave other than sick leave donated to their account. The parties agree that employees in this unit may accept/donate appropriate leave to persons outside of this bargaining unit. **Leave from employees who already announced their retirement/separation in writing will not be allowed. Additionally, only those employees who are in need of leave after expiration of their leave, and requested by the Union, are allowed.**

## ARTICLE 19 - SENIORITY

Section 1. Seniority means an employee's length of continuous service with the Employer since his last date of hire.

Section 2. **Employees shall be considered probationary employees for their first 180 days of employment, and shall be added to the seniority list 180 days after their date of hire.**

Section 3. A seniority list showing current and continuous service of each employee shall be available to all employees in the Human Resources Office and a list showing date of hire shall be supplied to the Union annually.

All employees in the rank and file unit prior to 3/1/05 will carry all City seniority as bargaining union seniority. Those employees on C.E.T.A. status shall also be granted full bargaining unit seniority for time worked under that program. All employees transferred into the bargaining unit on or after 3/1/05 will not have prior service credited toward bargaining unit seniority. However, employees moving into the bargaining unit from the first level supervisory unit may have their first level supervisory unit time approved by the rank and file local on a case by case basis.

Section 4. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return to work as recalled after a lay-off within two weeks absence due to working elsewhere.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

An absence of three (3) consecutive scheduled working days without the Employer's express consent, in the absence of extenuating circumstances, failure to return to work as required after termination of leave of absence unless an extension of leave has been granted on request made no less than five (5) days prior to the expiration of said leave will mean termination of employment and therefore seniority.

Section 5.

A. In the event of lay-off, such lay-off shall be by inverse order of seniority. Employees will be allowed to bump junior employees or bump into any vacant position in the bargaining unit which the employer intends to fill, provided they have the necessary skill and ability to perform the job. The bumping permitted under this subsection shall supersede the usual job bid process.

However, the employee shall be qualified and capable of performing the responsibilities of the position at the time of the bump (placement). The employee bumping into a position is allowed one month of orientation to perform the work of that position.

B. Should the affected employee be unable to bump under subsection A above, they will be laid off.

C. The bumping process described above is subject to the limits set forth in the Operators Certification Section.

In the event of lay-off, employees shall be given a notice of not less than ten (10) working days.

Section 6. In the case of recall, said recall shall be on the basis of inverse lay-off by classification (clerical to clerical, blue collar/maintenance to blue collar/maintenance, professional to professional) provided the employee is qualified of performing the required work. Recall rights shall expire after eighteen (18) month lay-off.

Section 7. Job openings shall be filled from the most senior within the bargaining unit and who is qualified for the position. An employee who bids from one job to another will not be eligible to bid for a six (6) month period, unless mutually agreed to by the City and the Union.

Section 8. When an employee is transferred into a different position, that employee has thirty (30) days to satisfactorily perform the job. Should the employee's performance fall below satisfactory during said thirty (30) day period, the supervisor shall consult with a human resources representative and a decision shall be reached whether or not that employee should remain in said position or return to his/her former position.

Section 9. In the event that a job opening has been posted and no eligible employee has applied for a job within seven (7) days of the initial posting, the City shall have the right to fill said position outside of the bargaining unit

provided however that in the event the City has not filled said position within ninety (90) consecutive days of the original posting the City shall re-post the opening before filling said position from outside the bargaining unit.

Section 10. In the event a first level supervisory employee's position is eliminated, said employee shall have the opportunity to accept the first rank and file vacancy for which no rank and file employee has made a claim, for which they are qualified for within their respective Division and Department. Any first level supervisory employee who is transferred into the rank and file unit under this Section shall carry over their seniority into the rank and file unit.

Section 11. When all employees covered by this Agreement are rejected for not being qualified for a job bid, the City will not hire an outsider who is not qualified but instead will train the most senior bidding employee. This provision shall not be interpreted as requiring the City to refrain from hiring a qualified outsider, if one is available. This Section applies solely to the rank and file group of employees and shall not include professional employees and the City will not be required to train any employee for a professional job.

Section 12. The Employer agrees that shift assignments will be made by seniority within a job classification so long as qualifications between the employees or among employees is equal.

Section 13. To the extent that the provisions of this Article conflict with the provisions of Article 28 which applies solely to certain members of the Bargaining Unit who have been assigned to the Department of Police, the provisions of Article 28 shall control rather than the provisions of this Article.

Section 14. Any tie in seniority will be settled by lot.

Section 15. The City will post all first level vacancies at all worksites as a courtesy.

## ARTICLE 20 - DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE

Section 1. The Employer reserves the right to discipline for just cause and such discipline shall be subject to the grievance procedure as set out herein. Discharge process shall begin at Step 4 of the grievance procedure.

The City will provide the Union with notices of all disciplinary action taken against any member of the bargaining unit. **The city will notify the Union, whenever possible, of all disciplinary actions taken against any member of this bargaining unit twenty-four (24) hours prior to meeting with the bargaining unit member.**

Section 2. Each bargaining unit employee shall be supplied with an outline of the City's Human Resources Policies and Procedures Manual.

Section 3. The Employer agrees to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. The Union and Employer agree that non-bargaining unit employees employed by the Employer and members of the bargaining unit shall treat each other with mutual dignity and respect at all times.

Section 4. If an employee is to be reprimanded for a matter likely to result in discharge, suspension or written reprimand report, the employee has the right to Union representation.

Section 5. The probationary period for an employee shall be one hundred eighty (180) days; probationary employees shall not have access to the grievance and arbitration procedure; the Employer does not need just cause to discharge or discipline probationary employees, but rather said employees shall be treated as at-will employees.

## ARTICLE 21 - GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

### Step 1:

The Union shall present in writing the grievance to the grievant's immediate supervisor and a copy to the Human Resources Office within fifteen (15) calendar days of its occurrence or knowledge thereof. The supervisor shall respond in fifteen (15) calendar days.

### Step 2:

If the grievance remains unsettled, the Union within fifteen (15) calendar days of the receipt of the supervisors answer, shall in writing appeal the grievance to the Human Resources Office, who shall have fifteen (15) calendar days to respond.

### Step 3:

If the grievance remains unsettled the Union within fifteen (15) calendar days of the receipt of the Human Resources Director's answer, shall appeal the grievance to the Mayor or his designee. The Mayor or his designee shall have fifteen (15) calendar days to respond.

### Step 4:

The Union shall have the right to demand arbitration within forty-five (45) calendar days of the date of the receipt of the decision of the Mayor or his designee but not thereafter. If arbitration is demanded it shall be as provided by statute with the American Arbitration Association as arbitrating agency.

Section 2. Any grievance involving discharge of the employee shall not proceed through steps 1, 2 and 3 outlined in Section 1 above, rather all such grievances shall be submitted directly to the permanent arbitrator jointly appointed by the parties to hear such cases within ten (10) days after discharge or knowledge thereof. Such cases shall be heard as soon as practicable and no later than sixty (60) days after the filing of the grievance. There shall not be any requirement or an arbitrating agency, however the permanent arbitrator shall use the American Arbitration Association rules or such other rules as mutually

agreeable to the parties.

Said arbitrator shall have all statutory rights including the right of appeal for either party as provided by law.

The decision of the arbitrator shall be final and binding, subject only to appeal.

Section 3. Any grievance not settled within the prescribed time limits shall be considered **denied and the grievance can be moved to the next level of the grievance procedure.** Time limits may be extended by mutual agreement or the parties.

Section 4. Employees shall be permitted to have a representative of the Union present at each step of the grievance procedure.

Employees selected by the Union to act as Union representatives shall be known as Stewards. A written list of the Union Stewards (such lists to outline the area to be represented by Stewards), shall be furnished to the Employer immediately after their designation by the Union. The Union shall notify the Employer of any changes of such Union Stewards. The number of Union Stewards shall be limited to ten (10).

Stewards shall be granted reasonable time during working hours and so long as it does not interfere with the performance of their duties, to process specific grievances without loss of pay.

## ARTICLE 22 - INJURY ON DUTY

An employee who sustains a work related injury, as a result of which he/she is disabled, shall be paid the difference between the monies to which he/she may be entitled under workmen's compensation, social security, or other applicable disability benefits and his/her full salary which difference shall be charged to his/her sick leave, and shall be paid only to the extent of his/her accrued sick leave; provided however that the City will only continue its past practice of paying 100% of the employees salary while the workmen's compensation claim is being processed so long as appropriate guarantees can be realized insuring that the City gets appropriate reimbursement for employees once the claim has been completely processed.

Employees will be charged with paid leave, other than sick leave, only at the written request of the employee.

ARTICLE 23 – UNIFORM ALLOWANCE, PROTECTIVE EQUIPMENT  
& TOOL ALLOWANCE

Section 1. If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee's by the Employer; the cost of maintaining the uniform or protective clothing in proper working conditions (including tailoring, dry cleaning, and laundering) shall be paid by the employee, except that if damaged or destroyed on job Employer will repair or replace same.

The City shall have the right to terminate the uniform policy but not to amend the policy.

Section 2. The City of Reading requires all vehicle mechanics to purchase and maintain their own tools. These tools will be maintained in a tool box.

The City of Reading will provide a tool allowance of \$500.00 per year per employee during each contract year upon presentation of receipts with the understanding that this allowance is for the entire calendar year. If an employee is transferred or terminated voluntarily or involuntarily for any reason and has utilized their tool allowance greater than a pro-rated amount of **forty-one (\$41)** per month, the City shall be entitled to a refund to the extent that the tool allowance has exceeded said prorated amount. And further the City is authorized to deduct said prorate portion to which it is entitled from any funds which it owes the terminated or transferred employee. This allowance may be used to purchase replacement or newly developed tools. Replacement tools will be purchased on a one for one basis. For example, if an employee has a worn out wrench and brings the wrench to the supervisor, the supervisor will take the wrench and note that the employee can purchase a replacement tool from the various name-brand vendors who currently visit the shops. The employee then purchases the tool and presents the receipt to the supervisor for reimbursement.

The employee promises to maintain all tools in proper order and to purchase only those tools necessary to keep proficient in his/her City job.

Section 3. The City of Reading will provide a boot allowance of \$50.00 per year per employee assigned to the Division of Highways patch gang, which amount will be paid as of April 1st of the calendar year.

## ARTICLE 24 - GENERAL PROVISIONS

Section 1. Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color; sex, political affiliation, marital status, age, national origin, union membership, or non-union membership. As used in this Agreement with the exception of Article 17 masculine and/or feminine pronouns where appropriate shall be deemed to include members of the opposite sex.

Section 2. The Employer agrees to allow the union to provide its own locked bulletin board at all worksites for the announcement of meetings, election of officers of the Union and any other material related to Union business. Size of said bulletin board not to exceed 900 square inches. Furthermore, the Union shall not post material detrimental to the labor management relationship nor of a political or controversial nature. The Union may send mail related to Union business to local official Union representatives at appropriate facilities to which mail is delivered.

No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours on the Employer's premises except as provided for in the processing of grievances.

Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union business during non-work hours upon obtaining permission from the Employer's Human Resources officer or his designated representative. Any additional costs involved in such use must be paid for by the Union.

Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the Human Resources officer or his designated representative. If the Union representative is an employee of the Employer he shall request from his immediate supervisor reasonable time off from his regular duties to process such grievances. The Employer will provide a reasonable number of employees with time off, if required, to attend negotiating meetings. Such visits shall not interfere with, hamper, or obstruct normal operations of the Employer.

Section 3. During the term of this Agreement, the Employer shall have full right to contract out or sub-contract any City operation or work performed by employees in the bargaining unit if in the judgment of the Employer. This right and responsibility shall not be subject to negotiation.

Section 4. The Union will be entitled to representation on a safety

committee and said committee will attempt to meet on a monthly basis or as the need arises. The City will continue to make reasonable provisions for the health and safety of its employee's and will comply with all applicable Federal, State and Local laws, regulations and codes.

The Safety Committee will function as a policy advisory group, reviewing current policy and working conditions, and recommend new ideas and improved methods to promote safety.

Section 5. The Employer and the Union agree that each employee shall, at the election of the City receive a complete physical examination by the City Health Officer and at option of the employee shall receive all shots and inoculations necessary to protect the health of the employee, at no cost to the employee.

Section 6. The Employer has available a classification plan which defines and describes representative duties and responsibilities and sets forth the minimum requirements and qualifications essential to the performance of the work of the class. If an employee considers his position to be improperly classified, the employee shall appeal such classification at the second step of the grievance procedure set forth in this Agreement. The decision of the Employer shall be final, binding and determinative of the issue. If a determination is made by the Employer that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing. If a determination is made by the Employer that a position should be downgraded the employee shall be demoted with appropriate change in salary.

The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee temporarily assumes in general the duties and responsibilities of a position in a higher rated classification, the employee shall be compensated at the rate of the job he performs at his/her equivalent step. Payment shall be made no later than one calendar month following the end of each quarter. If the position is filled permanently by other than the person temporarily filling the position, the person temporarily assigned shall be returned to his previous position and compensation, but he shall receive any increments and service credits for such increments to which he would have been entitled had he remained in his normal assignment.

Any employee filling an opening on temporary assignment for no less than one-hundred eighty (180) working days shall be promoted to that position. However, this language does not apply if employee is replacing an employee who is expected to return to work.

In addition, if the Employer assigns an employee on a temporary basis to a lower classification or if an Employee performs some duties and functions assigned to a lower classification, the person so assigned shall receive the compensation of the higher level to which he is regularly assigned. The Employer, however, at any individual work site shall make such assignments on a nondiscriminatory basis so as to equalize the same among the persons within the classification from which assignments are made, so long as such equalization does not interfere with efficient operating procedures.

Grievances arising from the provisions of this section may be processed as provided in this Agreement.

The Union and the Employer agree the Employer has the right to make the final binding and determinative decision of the issue of what is the proper classification. Employer agrees that, that decision shall be made in the final instance by the Human Resources Director. Notwithstanding any of the above, it is understood that the City shall in no way be limited from exercising its binding and final determination of the issue pending the approval of some subsequent party. However, both parties mutually agree to move with all deliberate speed to select an individual acceptable to both sides.

Section 7. The City will provide the Union with a list of new hires and resignations on a monthly basis. Said list will be left in the Union mailbox located in the Human Resources Office. At the Union's request, the City will provide the union with a seniority list and list of all employee pay rates.

Section 8. Employer and the Union agree to establish a committee known as the Labor Management Training Committee which committee shall be formed for the purpose of investigating the establishment of training procedures and programs for the City of Reading with regard to the employees of the bargaining unit. The committee shall consist of one person from the Human Resources Office, one A.F.S.C.M.E. Officer, and one Union Steward. The position of the Union Steward shall be rotated among the various division's of the employer as needed to insure that the committee member is from the Division which is affected by the training program or procedures, which are being considered at that time. All decisions of the committee must be unanimous and shall consist of recommendations which shall be made to City Council and to the Union which recommendations shall not be binding on either party, but shall be advisory only. This Section does not apply to professional employees.

Section 9. The provisions of this collective bargaining agreement shall not be applicable to rank and file and professional employees employed at the Reading Public Library nor to rank and file employees who work at the Reading Public Library where such provisions deal with hours of work, holidays and vacation. Where said provisions differ from, delete or add to the provisions of said rank and file collective bargaining agreement the provisions of the Reading Public Library Staff Manual, 5th Edition, 2006, shall govern.

Section 10. The parties agree if an opening occurs in the positions of Property Maintenance Inspector I, or Health Inspector I, in the Community Development Department, and the positions of Telecommunicator I and II, and the successful bidder is a person who had previously held the same position for a period of twelve (12) months or more, the successful bidder will be awarded the job at a level I for a period of thirty (30) days and if that person is qualified to perform the job, that person would then be transferred to a level II after said period of thirty (30) days.

Section 11. The City has the right to implement furlough days. Furlough days are mandatory, unpaid days off and shall be scheduled in a manner that minimizes the impact on service delivery to City residents and potential incurrence of overtime. Furlough days will not impact the seniority or health benefit status of an employee. They are implemented solely as a means of saving wages. The City will meet and discuss the imposition of furlough days with the union prior to implementation and will give the Union ten (10) working days notice of the planned implementation of furlough days.

Section 12. The City has the right to implement a light duty program which will essentially give the City the flexibility to assign employees to light duty positions anywhere within the City government, provided that the position is temporary and within the medical restrictions as set forth by the employee's treating physician. The injured worker shall keep the benefits and emollients of his/her original employee group, regardless of the temporary assignment.

Section 13. The City will exercise its' management rights to fill a position occupied by an employee who is absent in excess of six (6) months and if necessary, terminate employment after twelve (12) months of continued leave.

Section 14. The parties agree to change pay from semi-monthly to every 2 weeks at the discretion of the City with a payroll lag, provided that all three (3) remaining unions agree.

**Section 15.** The City agrees to have cba's printed in-house and given to the Local for distribution.

**Section 16.** The parties agree, members of this bargaining unit earning in excess of the pay rates as a result of the pay and classification study to be performed will have their rate red-lined until they catch up to the established pay rate the study deems appropriate.

**Section 17.** The City will allow one (1) Union official up to two (2) hours to address new employees at the completion of their six (6) month probationary period.

**Section 18.** The City will grant paid or unpaid leave to either the Union president (and or one other Executive Board member to take the president's place that must be named in advance), if it does not impact the operations of the City, to attend a Union function and be paid out of the penny fund, with no loss of right or benefits.

## ARTICLE 25 - PAST PRACTICE

Nothing in this Agreement nor the Agreement itself shall be considered as requiring the Employer to continue any past practices unless they are specifically set forth in this Agreement. This Agreement supersedes any past practice otherwise not covered by this Agreement and it supersedes any previous Agreement, verbal or written between the Employer, and employees covered hereby and any labor organization which may have represented employees or any of them heretofore.

## ARTICLE 26 - MANAGEMENT CLAUSE

The Parties to this collective bargaining agreement recognize that the City of Reading (the Employer) has been designated as fiscally distressed under the Pennsylvania Municipalities Financial Recovery Act ("Act 47"). The Parties further recognize that all provisions of this Agreement must be consistent with the City of Reading Financial Recovery Plan that was developed pursuant to Act 47. Any terms and conditions of this collective bargaining agreement that are not consistent with any recommendation in the City's Fiscal Recovery Plan shall be null and void. In this regard, the Parties acknowledge recommendation WF03 of the Recovery Plan and acknowledge their intent to comply with that recommendation. Nothing in this collective bargaining agreement shall be interpreted to be inconsistent with that provisions.

Consistent with the Recovery Plan, it is further understood and agreed that the direction of the City operations and the determination of all matters concerning the management or administration of the City and the means by which such operations are to be conducted shall be the sole function of the Employer/City. Consistent with the Recovery Plan, if there is a conflict between any provision of this collective bargaining agreement and the City's Recovery Plan, the City's Recovery Plan shall control. The Employer retains the sole right to manage its operations and the direct the City's operations and to determine all matters concerning the management and administration of the City and the means by which such operations are to be conducted, including but not limited to the right to hire, discipline, or discharge, layoff, promote, assign employees; determine the number of employees needed and staffing levels; determine the hours of worked and the number of hours worked, the number of shifts; develop policies, rules and regulations; assign duties; establish and change job classifications and job descriptions; to eliminate, abolish, change and/or combine classification and job descriptions or to organize, discontinue, subcontract, enlarge, relocate or reduce a department and/or function or service; to assign or transfer employees as operations may require.

## ARTICLE 27 - NO STRIKE - NO LOCKOUT

Section 1. It is agreed that on the part of the Union there shall during the term of this Agreement be no strike, stoppage of work or slow down, and on the part of the Employer no lockout.

Section 2. In the case of any strike, slow down, or other suspension of work not authorized by the Union, its officers or agents, and not called in compliance with the terms and provisions of this Agreement, the Employer agrees that such violation of this Agreement shall not cause the Union, its officers or agents, to be liable for damages; provided that the Union complies fully with the following:

- A. The Union's obligations to take action shall commence immediately upon receipt of notice from the Employer that a violation has occurred.
- B. Immediately upon receipt of such notice the responsible union representative shall immediately talk with those employees responsible for or participating in such violation, stating to them that:
  - 1) Their action is in violation of the Agreement, subjecting them to disciplinary action up to and including discharge.
  - 2) The Union will not oppose their discharge.
  - 3) The Union has not authorized the strike, slow down, or suspension of work and does not approve or condone it.
  - 4) The Union instructs the employees to immediately return to their respective jobs, submit any grievances they may have to the grievance procedure provided for in the Agreement.

Section 3. Any employee involved in any strike, stoppage of work or slow down in violation of this provision shall be subject to discharge.

ARTICLE 28 - SPECIAL PROVISIONS RELATIVE TO CENTRAL RECORDS  
PERSONNEL

Section 1. This Article shall apply only to those persons occupying the position of Records Clerk assigned to the Department of Police, Central Records.

Section 2. By December 31, the Employer shall assign work assignments for holidays for the ensuing year, which work assignments and holidays shall be assigned on a rotating basis, which rotating basis shall be fair and equal to all employees.

Section 3. An employee who has been on sick leave and who intends to return to work shall report such intention by telephone or messenger to his/her supervisor no less than one (1) hour before their scheduled starting time for that days work.

Section 4. Employees will be required to sign a memorandum in the form and manner attached removing midnight and rotating shift(s). (see Exhibit A) The City is allowed to change shifts for coverage with two (2) weeks advance notice. Employees may switch shifts providing there is mutual consent and approved by the Supervisor.

Section 5. Duration of work shift for employees in the Central Records Office will be changed to consist of eight (8) hours per work shift, with a one-half hour paid lunch break to be included in that eight (8) hours.

Section 6. Any employee hired into or bidding into central records shall remain in said position for a minimum of two (2) years unless mutually agreed to by the City and the Union.

ARTICLE 29- DURATION OF CONTRACT

This Agreement shall cover and be effective from the 1st day of January, 2012 and shall continue to December 31, 2016. Notice of the desire to negotiate amendments to this Agreement shall be given in 2016 in accordance with the provisions of the Act of Pennsylvania General Assembly Number 195.

## ARTICLE 30 - POLITICAL ACTION CONTRIBUTION

The City agrees to deduct a political action contribution from each employee who voluntarily signs an authorization card authorizing the City to do so; however, the Union agrees to indemnify and hold harmless the City from any liability arising out of the City deducting under this provision, and in the event of any dispute between the Employee and the Union the City shall have the right to discontinue the deduction.

### ARTICLE 31 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof, to the extent possible in the light of such decision of the Court.

## ARTICLE 32 – OPERATOR CERTIFICATIONS

The City of Reading shall designate which operators within the water and wastewater utilities (currently identified as the water purification plant and distribution system and the wastewater treatment plant and sanitary sewer collection system) involve process control and need to be certified. Persons employed in the designated positions shall have twenty-four (24) months to pass the appropriate examination modules for the appropriate size and type of plant treatment facility and/or system and until they have the necessary experience for the appropriate size of facilities to become certified. Individuals assuming the duties of the designated positions at either facility after the date of this Agreement shall have twenty-four (24) months to pass the appropriate examination and until they have the necessary experience to become certified. The City shall pay for reasonable education and training expenses related to the preparation for the examination contingent upon satisfactory completion of the training and/or preparatory course(s). The City shall also pay all costs for certification renewal including appropriate, approved continuing education as required for maintaining certification.

Any individual who must take the operator's examination shall have at least two opportunities to pass the requisite modules of the examination if not completely successful with the first examination. In the event of any change in technology by the City or applicable certification requirements by PA DEP that require additional certifications, the City shall work with certified personnel in the above manner to prepare them to pass the appropriate examination module(s) prior to its effective date. An individual who does not qualify for the appropriate certification after at least two examinations within twenty-four (24) months in the position, may exercise bumping rights pursuant to Article 19 Section 5 and move into a position which he/she is qualified to perform. Effective 1/1/08, any employee hired or bidding into these positions who does not make at least two (2) attempts in good faith to obtain the appropriate certification will not be eligible for bumping and is not guaranteed continuation of employment. If the employee bumps to a lower paid position, the employee shall receive raises limited to 1% (for any year raises are given) until the wage of the position reaches the wage of the employee who bumped. Employees who are certified will receive either \$1.00 per hour wage differential or the position's full rate if they fully meet all the criteria established in the position description while working in a certified position.

Certified positions, and their successor positions, shall include the following with certification as noted:

Sewage Plant Operator – Plant and System  
Pump Tender – Plant and System

Belt Press Operator – Plant and System  
Water Plant Operator – Plant and System  
Dewatering Technician – Plant and System  
**Industrial Mechanic - WWTP**

The City reserves the right to identify existing or create new positions that may require certification per Pennsylvania state mandates.

An employee who is not required to obtain this license but voluntarily obtains it and who then bids into a certified position shall be compensated for the above-listed cost of obtaining and retaining the certification.

Employees without certification cannot bump an employee who is employed in a utility where PA DEP certification is applicable and who has passed the appropriate certification examination or who is certified.

A committee consisting of two (2) AFSCME 2763 operations personnel and two (2) management staff from the appropriate utility shall investigate and agree by signoff on training options for assisting operations in personnel preparing for the certification examinations.

### ARTICLE 33 – EMPLOYEE PARKING

Employees have the option of parking in the Poplar & Walnut garage or other stipulated Reading Parking Authority lot at a cost of \$40 per month payable in two (2) semi-monthly payments of \$20 for the first three (3) years of this Agreement. This cost may increase to \$50 per month in the fourth year of this Agreement. No employee will be permitted to park free of charge on any Reading Parking Authority lot or Cedar Street parking lot or use any City of Reading and/or Parking Authority complimentary parking pass.

## ARTICLE 34 – PENSIONS

- A. The City will explore the creation of a non-deferral defined contribution plan or a hybrid plan (defined contribution and/or defined benefit) to replace the current defined benefit plan.
- B. The City will meet and discuss the creation of said plan with the Union.
- C. The final plan design and implementation date is at the discretion of the City, after discussing the plan design and implementation date with the Union.
- D. Only those people hired after the date of adoption of said plan will be members of the newly adopted plan. Members of the defined benefit plan in existence prior to adoption of the new or amended plan will not be affected.
- E. The City reserves the right not to implement a non-deferral defined contribution plan or a hybrid plan. If the City at its' discretion chooses to remain with a defined benefit plan, the City has the right to amend the terms and benefits provisions of the defined benefit plan to reduce the cost to the City. The City will only pursue this amendment of terms and benefit provisions after discussing this with the Union. This section will only affect new hires after the date of amendment.
- F. The City shall have the right to amend the terms of the new plan that it chooses to implement to reduce its' pension costs and employees participating in that plan will have no vested rights in the benefits that existed prior to the amendment and will be subject to any change made to such benefits.

IN WITNESS WHEREOF, the parties hereto warrant and represent that they are  
duly authorized to do so, have hereunto set their hands and seals this      day of

AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES  
LOCAL 2763

CITY OF READING

\_\_\_\_\_

\_\_\_\_\_

Council Representative

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mayor



Attest:

City Clerk



Exhibit A

I, the undersigned, understand that I may be required to work any of three (3) shifts; any of five (5) days of a seven (7) day week, including Saturdays, Sundays, and Holidays.

I further understand that I may also be required to work a permanent first or second shift, and have rotating leave days.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

cc Inspector  
Central Records

## EXHIBIT B

### Certification of Life Partnership

In accordance with Article (14) Fourteen of the current Collective Bargaining Agreement with AFSCME Local 2763 and the City of Reading this form is to certify that a Life Partnership exists between the employee and the Life Partner (hereby referred to as Life Partner) listed below. This form must be completed by the employee and filed with the City of Reading's Human Resources office annually on or before December 31<sup>st</sup>.

We the undersigned do hereby affirm, under penalty of perjury, that we meet all of the following requirements for Life Partnership:

1. We are two adults, at least (18) eighteen years of age in a committed relationship of mutual caring, support and are jointly responsible for our common welfare and living expenses.
2. Neither of us is married to or legally separated from any other individual.
3. We are the sole Life Partner to each other.
4. We have lived together in the same residence on a continuous basis for at least (6) months immediately prior to the date of this certification, neither of us has been a member of another Life Partnership for the past six months, we intended to reside together permanently.
5. We are not related to each other by adoption or by blood, to a degree that would, *prohibit marriage in the Commonwealth of Pennsylvania*.
6. We do not maintain this relationship solely to qualify for employment-related benefits.

### Proof of Life Partnership

We are submitting with this certification proof that we have been interdependent of each other for at least (6) six months prior to this certification and affidavit being executed.

*(Please check the following item(s) being submitted as proof)*

A deed or lease evidencing common ownership or occupancy of real property

- \_\_\_ Proof of joint credit cards or bank accounts
- \_\_\_ Title of joint ownership of a motor vehicle
- \_\_\_ Driver's licenses listing a common address
- \_\_\_ Assignment of a durable power of attorney or health care power of attorney
- \_\_\_ A Life Partnership agreement

Acknowledgements

We the undersigned understand that our status as Life Partners applies solely with respect to Funeral leave.

We the undersigned understand that annually we are required to furnish *Certification and Proof of Life Partnership* to the City of Reading's Human Resources Department on or before January 31<sup>st</sup> of each calendar year.

We the undersigned understand that we may be required from time to time furnish any further documentation the City of Reading may request for purposes of Life Partnership status.

_____	
PRINTED NAME OF EMPLOYEE	PRINTED NAME OF PARTNER
_____	
SIGNATURE OF EMPLOYEE	SIGNATURE OF PARTNER
_____	
DATE	DATE

*I hereby acknowledge that the above statements are true and accurate to the best of my knowledge. I understand that any willful misrepresentation on my part may result in the invalidity of this document.*

EXHIBIT C

HEALTH BENEFIT OPTIONS

	Preferred Plus		Preferred		Premier		Norms	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Deductible</b>								
Individual	\$ 200	\$ 400	\$ 500	\$ 1,000	\$ 1,500	\$ 3,000	\$ 500	\$ 750
Family	\$ 400	\$ 800	\$ 1,000	\$ 2,000	\$ 3,000	\$ 6,000	\$ 1,000	\$ 1,500
<b>Out-of-Pocket Max. (does not include Ded)</b>								
Individual	\$1,000		\$2,000		\$2,500		\$2,500	
Family	\$2,000		\$4,000		\$5,000		\$5,000	
<b>Lifetime Max.</b>	Unlimited		Unlimited		Unlimited		Unlimited	
<b>Physician Office Visits</b>								
Routine Exam	\$ -	\$ -	\$ -	\$ -	100%	\$ -	100%	\$ -
Primary Care Physician	\$ 15	70%	\$ 20	60%	90%	70%	\$ 20.00	70%
Specialist	\$ 25	70%	\$ 30	60%	90%	70%	\$ 40.00	70%
<b>Hospital</b>								
In-Patient	100% after \$100 copay per admit		80% after \$200 copay per admit		90%	70%	80%	60%
Out-Patient	100% after \$100 copay per admit	70%	80% after \$200 copay per admit	60%	90%	70%	80%	60%
Emergency Room	\$50 copay		\$75 copay		\$100 copay		\$150 copay	
<b>Prescription Drug Plan</b>								
Retail, In-network benefits 30 day supply	Generic: \$10 copay Formulary brand: \$25 Non-formulary brand: \$40 copay		Generic: \$10 copay Formulary brand: \$25 Non-formulary brand: \$40 copay		Generic: \$10 copay Formulary brand: \$25 Non-formulary brand: \$40 copay		Generic: \$10 copay Formulary brand: \$25 Non-formulary brand: \$45 copay	
Mail Order: 90 day supply	Generic: \$20 copay Formulary brand: \$50 Non-formulary brand: \$80 copay		Generic: \$20 copay Formulary brand: \$50 Non-formulary brand: \$80 copay		Generic: \$20 copay Formulary brand: \$50 Non-formulary brand: \$80 copay		Generic: \$20 copay Formulary brand: \$50 Non-formulary brand: \$90 copay	

**AFSCME RANK & FILE PAY RATES eff 1/1/12**

<b>POSITION</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
Accounts Coordinator	19.16	19.38	19.49	19.6	19.71	19.82	19.93	20.04	20.15
Accounts Payable Clerk	17.78	18.00	18.11	18.22	18.33	18.44	18.55	18.66	18.77
Accounting Clerk	18.96	19.18	19.29	19.40	19.51	19.62	19.73	19.84	19.95
Asst Building Inspector	24.97	25.19	25.30	25.41	25.52	25.63	25.74	25.85	25.96
Asst to the City Clerk	19.12	19.34	19.45	19.56	19.67	19.78	19.89	20.00	20.11
Belt Press Operator I	19.68	19.90	20.01	20.12	20.23	20.34	20.45	20.56	20.67
Belt Press Operator II	20.09	20.31	20.42	20.53	20.64	20.75	20.86	20.97	21.08
Body/Fender Repairman	18.89	19.11	19.22	19.33	19.44	19.55	19.66	19.77	19.88
Bookmobile Operator	17.78	18.00	18.11	18.22	18.33	18.44	18.55	18.66	18.77
Clerk	16.95	17.17	17.28	17.39	17.50	17.61	17.72	17.83	17.94
Clerk Typist I	17.81	18.03	18.14	18.25	18.36	18.47	18.58	18.69	18.80
Clerk Typist II (7 hour)	18.35	18.57	18.68	18.79	18.90	19.01	19.12	19.23	19.34
Clerk Typist II (8 hour)	17.31	17.53	17.64	17.75	17.86	17.97	18.08	18.19	18.30
Computer Operator I	18.65	18.87	18.98	19.09	19.20	19.31	19.42	19.53	19.64
Custodian II	17.12	17.34	17.45	17.56	17.67	17.78	17.89	18.00	18.11
Custodian III	17.48	17.70	17.81	17.92	18.03	18.14	18.25	18.36	18.47
Customer Service Representative	18.03	18.25	18.36	18.47	18.58	18.69	18.80	18.91	19.02
Data Entry Operator I	17.91	18.13	18.24	18.35	18.46	18.57	18.68	18.79	18.90
Del Tax Clerk	18.79	19.01	19.12	19.23	19.34	19.45	19.56	19.67	19.78
Del Water Bill Collector	18.11	18.33	18.44	18.55	18.66	18.77	18.88	18.99	19.10
Del Water Shutt Off Person	18.45	18.67	18.78	18.89	19.00	19.11	19.22	19.33	19.44
Dev & Insp Clerk	18.68	18.90	19.01	19.12	19.23	19.34	19.45	19.56	19.67
Dewatering Technician I	19.68	19.90	20.01	20.12	20.23	20.34	20.45	20.56	20.67
Dewatering Technician II	20.09	20.31	20.42	20.53	20.64	20.75	20.86	20.97	21.08
Eng Aide II	18.51	18.73	18.84	18.95	19.06	19.17	19.28	19.39	19.50
Eng Aide III	19.15	19.37	19.48	19.59	19.70	19.81	19.92	20.03	20.14
EOI	17.48	17.70	17.81	17.92	18.03	18.14	18.25	18.36	18.47
EOI/Scavenger	17.48	17.70	17.81	17.92	18.03	18.14	18.25	18.36	18.47
EOII	19.68	19.90	20.01	20.12	20.23	20.34	20.45	20.56	20.67
EOIII	20.24	20.46	20.57	20.68	20.79	20.90	21.01	21.12	21.23
Field Investigator	17.86	18.08	18.19	18.30	18.41	18.52	18.63	18.74	18.85
Floater	18.88	19.10	19.21	19.32	19.43	19.54	19.65	19.76	19.87
Health Inspector I	18.72	18.94	19.05	19.16	19.27	19.38	19.49	19.60	19.71
Health Inspector II	19.12	19.34	19.45	19.56	19.67	19.78	19.89	20.00	20.11
Industrial Mechanic	20.32	20.54	20.65	20.76	20.87	20.98	21.09	21.20	21.31
Lab Tech	19.07	19.29	19.40	19.51	19.62	19.73	19.84	19.95	20.06
Lead Clerk Records	19.91	20.13	20.24	20.35	20.46	20.57	20.68	20.79	20.90
Lib Tech I	19.14	19.36	19.47	19.58	19.69	19.80	19.91	20.02	20.13
Lib Tech II	19.20	19.42	19.53	19.64	19.75	19.86	19.97	20.08	20.19
Lib Tech III	19.53	19.75	19.86	19.97	20.08	20.19	20.30	20.41	20.52
Mail Room/Tax Clerk II	18.34	18.56	18.67	18.78	18.89	19.00	19.11	19.22	19.33
Maint Mech	20.32	20.54	20.65	20.76	20.87	20.98	21.09	21.20	21.31
MWI	17.12	17.34	17.45	17.56	17.67	17.78	17.89	18.00	18.11
MWI Parts	17.12	17.34	17.45	17.56	17.67	17.78	17.89	18.00	18.11
MWI Signmaker	17.12	17.34	17.45	17.56	17.67	17.78	17.89	18.00	18.11
MWII	17.48	17.70	17.81	17.92	18.03	18.14	18.25	18.36	18.47
MWII/Elec/Mech	17.73	17.95	18.06	18.17	18.28	18.39	18.50	18.61	18.72
MWII/San Sewers	18.26	18.48	18.59	18.70	18.81	18.92	19.03	19.14	19.25
MWIII	17.86	18.08	18.19	18.30	18.41	18.52	18.63	18.74	18.85
MWIII/Apprentice	17.86	18.08	18.19	18.30	18.41	18.52	18.63	18.74	18.85
MWIII/San Sewers	19.06	19.28	19.39	19.50	19.61	19.72	19.83	19.94	20.05
MWIII/Elec Mech	18.11	18.33	18.44	18.55	18.66	18.77	18.88	18.99	19.10
Municipal Aide II	18.30	18.52	18.63	18.74	18.85	18.96	19.07	19.18	19.29

Payroll Clerk II	19.57	19.79	19.90	20.01	20.12	20.23	20.34	20.45	20.56
Property Maint Aide	15.65	15.87	15.98	16.09	16.20	16.31	16.42	16.53	16.64
Property Maint Insp I	18.72	18.94	19.05	19.16	19.27	19.38	19.49	19.60	19.71
Property Maint Insp II	19.12	19.34	19.45	19.56	19.67	19.78	19.89	20.00	20.11
Pump Tender	19.15	19.37	19.48	19.59	19.70	19.81	19.92	20.03	20.14
Records Clerk	18.64	18.86	18.97	19.08	19.19	19.30	19.41	19.52	19.63
Rehab Specialist	19.83	20.05	20.16	20.27	20.38	20.49	20.60	20.71	20.82
Scope Operator	18.45	18.67	18.78	18.89	19.00	19.11	19.22	19.33	19.44
Secretary	18.92	19.14	19.25	19.36	19.47	19.58	19.69	19.80	19.91
Service Utility Person	17.48	17.70	17.81	17.92	18.03	18.14	18.25	18.36	18.47
Sewage/Water Plant Operator I	19.68	19.90	20.01	20.12	20.23	20.34	20.45	20.56	20.67
Sewage/Water Plant Operator II	20.09	20.31	20.42	20.53	20.64	20.75	20.86	20.97	21.08
Small Engine Repairperson	18.89	19.11	19.22	19.33	19.44	19.55	19.66	19.77	19.88
Telecommunicator I	17.85	18.07	18.18	18.29	18.40	18.51	18.62	18.73	18.84
Telecommunicator II	18.63	18.85	18.96	19.07	19.18	19.29	19.40	19.51	19.62
Trades Inspector	26.51	26.73	26.84	26.95	27.06	27.17	27.28	27.39	27.50
Tradesman	21.73	21.95	22.06	22.17	22.28	22.39	22.50	22.61	22.72
Tradesman Electrical (jour)	23.28	23.50	23.61	23.72	23.83	23.94	24.05	24.16	24.27
Tradesman Electrical (master)	24.83	25.05	25.16	25.27	25.38	25.49	25.60	25.71	25.82
Traffic Eng Tech	18.26	18.48	18.59	18.70	18.81	18.92	19.03	19.14	19.25
Water Quality Operator II	20.09	20.31	20.42	20.53	20.64	20.75	20.86	20.97	21.08
Zoning Technician	23.03	23.25	23.36	23.47	23.58	23.69	23.80	23.91	24.02
Zoning Inspector	24.37	24.59	24.70	24.81	24.92	25.03	25.14	25.25	25.36

PROFESSIONAL WAGE SCALE AS OF 1/1/12

	PRE 1/1/12 HIRES	POST 1/1/12 HIRES
Accountant	45,596.80	45,096.80
CD Specialist I	43,201.44	42,701.44
CD Specialist II	46,212.29	45,712.29
CD Specialist III	57,183.02	56,683.02
Cd Spec III/Historial Preserv Spec	57,182.81	56,682.81
Fiscal Officer	48,104.00	47,604.00
Municipal Professional	48,104.16	47,604.16
Planner I	46,874.96	46,874.46
Planner II	50,712.30	50,711.80
Planner III	55,049.14	54,549.14
Revenue Accountant	43,206.96	42,706.96
Librarian I	43,147.66	42,647.66
Librarian II	44,581.89	44,081.89
Librarian II	44,936.56	44,436.56
Librarian II	45,585.09	45,085.09
Librarian II	45,127.63	44,627.63
Librarian III	46,684.22	46,184.22