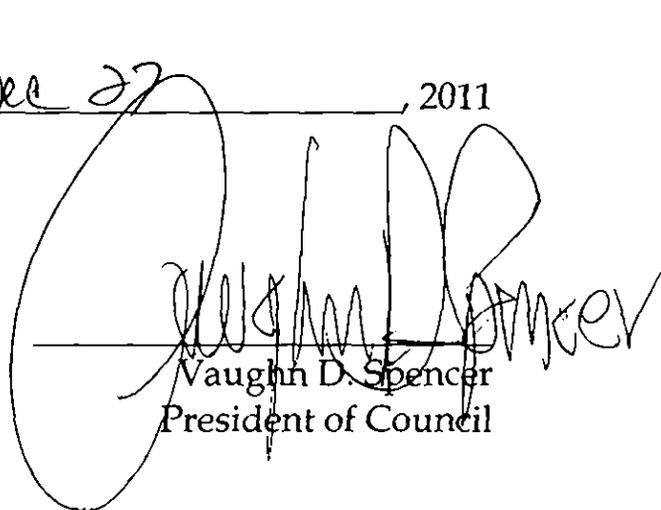


RESOLUTION NO. 210 2011

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

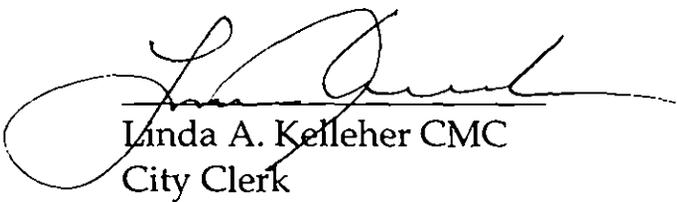
Ratifying the Agreement between the City of Reading and The American Federation of State and Municipal Employees (AFSCME), Local 3799 effective January 1, 2010 and expiring December 31, 2014.

Adopted by Council Dec 27, 2011



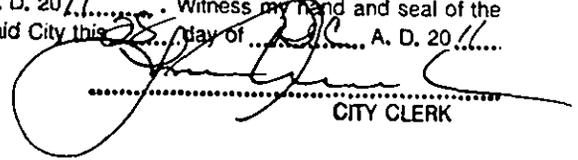
Vaughn D. Spencer
President of Council

Attest:



Linda A. Kelleher CMC
City Clerk

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing ~~is a true and correct copy of the original~~ Resolution passed by the Council of the City of Reading, on the 27 day of Dec A. D. 2011. Witness my hand and seal of the said City this 28 day of Dec A. D. 2011.



CITY CLERK

2010 to 2014

RECOMMENDATION

BETWEEN

THE CITY OF READING, PENNSYLVANIA

AND

THE AMERICAN FEDERATION OF STATE,
COUNTY AND
MUNICIPAL EMPLOYEES,
LOCAL 3799

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PREAMBLE

This Recommendation 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 3799, 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 **employee group**.

This Recommendation is a result of the "meet and discuss" provision (Act 195, Section 704) and is not, nor should be deemed, a contract.

ARTICLE 1 - RECOGNITION

Section 1. The Union is recognized by the Employer as the exclusive representative for **meet and discuss** purposes under Act 195 for all full-time first level supervisory employees as defined in the Act.

Section 2. Except as expressly provided otherwise in a specific provision of this Recommendation, the term "Employee" as used in this **Recommendation** shall mean a full-time employee. A full-time employee is one who regularly works at least 35 hours per week **excluding furlough days.**

ARTICLE 2 - UNION SECURITY

Each employee who, on the effective date of this Recommendation, 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 Recommendation.

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 Recommendation, 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 this employee group 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 Day
President's Day
Memorial Day
Fourth of July
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; however, the scheduling of said days shall not disrupt the efficient operations of the City.

Section 8. To the extent that the provisions of this Article conflict with the provisions of Article 29 which applies solely to certain members of the **employee group** who have been assigned to the Department of Police, the provisions of Article 29 shall control rather than the provisions of this Article.

ARTICLE 5 - VACATIONS

Section 1. Employees **hired prior to June 11, 2010**, 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 June 11, 2010, 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.

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) working 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. No vacation shall be taken during an employee's first six (6) 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 Employee.

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 29 which applies solely to certain members of this **employee group** who have been assigned to the Department of Police, the provisions of Article 29 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 the **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 Recommendation 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. Said rate shall also be paid for all consecutive hours worked beyond sixteen (16).

Section 5. Employees working on holidays, except for those specifically mentioned below, 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 **one-half** the employees regular hourly rate.

Employees shall be paid double time for time worked on New Year's Day, Fourth of July, Thanksgiving Day and Christmas Day.

Section 6. Payment for overtime is to be made on the first pay period following the pay period in which the overtime is worked.

Section 7. Overtime or duplicate pay of any kind shall not be pyramided.

Section 8. 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 time and **one and one-half** time on the seventh consecutive day.

Section 9. 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 10. The parties agree the employees the Police Records Office and Police Radio Room work week will consist of forty (40) hours.

Section 11. **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 12. **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. This Article shall not apply to snow days or snow alerts.

ARTICLE 8 - STAND-BY TIME AND ELECTRONIC BEEPER/CELL PHONE 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/cell phone* 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/cell phone*; 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.

The Supervisor of Recreation assigned to carry a radio/cell phone* during the hours of 5 to 10 pm during the summer months will be compensated at one (1) hour of pay or one (1) hour of compensatory time at the option of the employee per diem.

Two (2) hours of pay per month shall be paid to the Shift Supervisor in Police Records for being on-call as required.

For purposes of this Article any employee given an electronic beeper/cell phone* 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 carried instead of beepers.

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**.

ARTICLE 10 - WAGES

Section 1. During the term of this Recommendation wage increases will be as follows:

- a) Effective 1/1/10 each employee shall receive a 0% across the board increase over their respective hourly rate.**
- b) Effective 1/1/11 each employee shall receive a 0% across the board increase over their respective hourly rate.**
- c) Effective 1/1/12 each employee shall receive a 0% across the board increase over their respective hourly rate.**
- d) Effective 1/1/13 each employee shall receive a 2% across the board increase over their respective hourly rate.**
- e) Effective 1/1/14, each employee shall received a 2% across the board increase over their respective hourly rate.**

Employees who are currently eligible and receiving longevity pay shall have their longevity pay frozen at the current rate. Longevity pay shall be available or provided to any employee hired after June 11, 2010.

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 \$.25 per hour as shift differential and any employee assigned to the third shift shall be paid the additional sum of \$.35 per hour. 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.

An employee who works two (2) hours or more in a single shift and continues to work two (2) or more hours into a shift with a higher differential shall receive the higher shift differential for all hours worked in the shift with the higher differential.

Section 4. Effective 1/1/06, an additional wage increase of \$1.50/hour shall be paid for all employees in this unit holding the position of Foreman - Highways, Foreman - City Garage and Foreman - Public Property (excluding City Hall maintenance) and any other positions deemed appropriate in the

future by mutual Recommendation with AFSCME Local 3799 and the City of Reading. It is understood, in the event the City hires a management employee over these positions in the future, the \$1.50/hour wage increase shall cease.

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

Section 6. Effective 1/1/11, the following positions will have their hourly rate increased by \$1.25/hr as a result of said positions requiring a commercial drivers license:

**Foreman - Sanitary Sewers
Foreman - Highways
Foreman - Parks two (2)
Foreman - Garage**

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.

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

	2011	2012	2013	2014
SINGLE	\$ 450	\$ 473	\$ 497	\$ 521
DUAL	\$ 914	\$ 960	\$ 1,008	\$ 1,058
FAMILY	\$ 1,341	\$ 1,408	\$ 1,479	\$ 1,553

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

The City will provide a Section 125 plan to assist in the pre-tax deduction for the health-care contributions, unreimbursed medical costs and dependent daycare.

Section 4. The Employer shall have the right at any time to change or substitute carriers to provide any benefits set forth in this Recommendation 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 Employee group'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 as more fully set forth in the attached Exhibit "D" with the understanding that during the time period January 1, 1987 thru December 31, 1987 there will be no penalty imposed for on any employee who fails to comply with precertification

requirements. 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, 1990, the City shall provide and pay for the same medical benefits as those provided for active 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 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.
- f. During the period of coverage, the City may require proof of eligibility for the above benefits.
- g. Retirees shall not be carried on the City's health insurance if retiree has available substantially similar health insurance coverage at no greater cost than retiree had to pay to the City. (See employee contribution rates listed above)
- h. Employee contributions for medical benefits will continue into retirement for employees retiring (and eligible for benefits) after January 1, 2007 effective January 1, 2007.

There shall be no post retirement medical and prescription benefits provided to any employee hired on or after 6/11/10.

Section 7. Employee contributions for medical benefits will continue into retirement for employees retiring (and eligible for benefits) after January 1, 2007 effective January 1, 2007, **except that those employees retiring on or after June 11, 2010, shall have the City allotment towards their health care capped at the amount paid upon 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. Employees are required to complete a health risk assessment with the City's wellness program by July 1st of each calendar year. Those who do not comply will receive a 25% increase in their payroll co-pay premiums.

ARTICLE 12 - REST PERIODS & MEAL PERIODS

Section 1. All employees work 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) hours 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 sixty (60) 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 **managing director and** 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 sixty (60) days shall be arbitrable by the Union.
2. For any leave of absence beyond the initial sixty (60) day period employees shall have the right to make said requests to the **managing director and** department head and the **managing director and** department head shall have the right to grant such requests for additional leave of absences as the department head in his sole discretion determines to be appropriate. The decision of the **managing director and** department head to grant or deny any additional leave of absences following the initial sixty (60) day period shall be non-arbitrable. Notwithstanding this matter is not subject to arbitration the Union shall have the right to meet with the department head for purposes of discussing the **managing director and** department head's decision and supplying **managing director and** department head 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** 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, mother-in-law, father-in-law, **step-father, step-mother, life partner***, grandchild or step-child living or not living in the household, 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 B)**

ARTICLE 15 - JURY OR WITNESS DUTY

An employee 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 supervisor 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. Employees 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 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 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 **employee group** may use a total of three (3) sick leave days per year for illness or injury to a family member living in the household. 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 hour 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 Division Head **or 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, the nature of the illness or injury, 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 unit, 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 immediately discipline **up to and including termination** 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.

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. However, employees who have prior to the effective date of this contract accumulated an amount of sick leave in excess of **sixty (60)** days shall retain their current accumulated total. Any employee who has accumulated sick leave in excess of the **sixty (60)** day maximum shall be red-lined at his/her level of accumulation. No employee who has accumulated an excess of **sixty (60)** days of sick leave shall be allowed to accumulate any other sick leave until and unless such person goes below the **sixty (60)** day maximum. Said person shall only be able to accumulate sick leave once they have initially gone below the **sixty (60)** day limit.

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 regular 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, vacation, personal days, and compensatory time.
- 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

BALANCE OF SICK DAYS ELIGIBLE REMAINING	NUMBER OF MONTHS TO ACCUMULATE 2-1/2 PER MONTH
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 either one (1) day of paid leave or one (1) day pay at straight time.

Section 13. Upon retirement all eligible employees shall be paid at the rate of \$20.00 per day for all unused sick leave. 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 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 employee group may accept/donate appropriate leave to persons outside of this employee group. 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.

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. In the event of a reduction in the work force, employees covered by this Recommendation shall have the opportunity to accept the first rank and file vacancy for which they are qualified for, City wide. Employees in this **employee group** who are transferred into the rank and file unit shall carry over their seniority into the rank and file unit.

In the event of lay-off, such lay-off shall be by inverse order of seniority within a classification.. Employees will be allowed to "bump" junior employees in the same or lower paid classification, provided, however, the employee is qualified and capable of performing the responsibilities of the position.

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

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

Section 7. 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 8. To the extent that the provisions of this Article conflict with the provisions of Article 29 which applies solely to certain members of this **employee group** who have been assigned to the Department of Police, the provisions of Article 29 shall control rather than the provisions of this Article.

Section 9. Any tie in seniority will be settled by lot.

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 II of the grievance procedure.

The City will provide the Union with notices of all disciplinary action taken against any member of the **employee group** and copies of such disciplinary notices will be made available to the Union no later than five (5) working days prior to any disciplinary action.

Section 2. Each employee group 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 **members/non-members in this employee group** and the Employer 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 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 Recommendation 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 ten (10) calendar days of its occurrence or knowledge thereof. The supervisor shall respond in ten (10) calendar days.

Step 2:

If the grievance remains unsettled, the Union within ten (10) calendar days of the receipt of the supervisors answer, shall in writing appeal the grievance to the Human Resources Office, who shall have ten (10) calendar days to respond.

Step 3:

If the grievance remains unsettled the Union within ten (10) 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. The decision of the Mayor or his designee shall be final and binding.

Section 2. 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.**

Section 3. 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 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** dollars (**\$41.00**) 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 prorated 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, 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. Safety shoes with steel toes in accordance with the Employee Safety Program shall be required to all employees who work at outside worksites, or those employees who are required to wear safety shoes, including but not limited to Public Works employees, Codes Inspectors, Rehab Specialists and Reading Area Water Authority employees. Each employee will receive a seventy-five dollar (\$75.00) boot allowance to be paid yearly in April to those employee's requiring steel toe safety shoes, **except that no boot allowance has/will be paid for 2010.**

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 Recommendation 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 provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business. 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 Recommendation, the Employer shall have full right to contract out or sub-contract any City operation or work performed by employees in this **employee group** if in the judgment of the Employer such action is deemed in the public interest and 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 Recommendation. 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 ninety (90) working days shall be promoted to that position.

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 Recommendation.

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, so long as he shall be employed by the City of Reading and that in the event the Human Resources Director is no longer employed by the City, during the duration of the contract, that the person who shall make the final decision shall be subject to re-negotiation between the City and the Union and a separate letter of intent entered into authorizing that person to make final decisions. 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. Employer agrees that the Union will receive copies of all notices of hire, termination or resignation. Aforesaid notices of hire, termination or resignation will be made available to the Union President as they occur.

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 this **employee group**. 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 Recommendation shall not be

applicable to first level employees employed 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 first level Recommendation the provisions of the Reading Public Library Staff Manual, 4th Edition, 1979, shall govern.

ARTICLE 25 - PAST PRACTICE

Nothing in this **Recommendation** nor the **Recommendation** itself shall be considered as requiring the Employer to continue any past practices.

ARTICLE 26 - MANAGEMENT CLAUSE

The direction of City operations and the determination of all matters concerning the management or administration and means by which such operations are to be conducted shall be the sole function of the Employer. **All RECOMMENDATION provisions shall not be considered binding rights, but only arise from the meet and discuss provision under Act 195.**

The Parties to this RECOMMENDATION 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 RECOMMENDATION 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 RECOMMENDATION 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 RECOMMENDATION 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 Recommendation 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 Recommendation, the Employer agrees that such violation of this Recommendation 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 Recommendation, 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 men to immediately return to their respective jobs, submit any grievances they may have to the grievance procedure provided for in the Recommendation.

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. (see Exhibit A)

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.

ARTICLE 29- DURATION OF CONTRACT

This Recommendation shall cover and be effective from the 1st day of January, 2010 and shall continue to December 31, 2014. Notice of the desire to negotiate amendments to this Recommendation shall be given in 2014 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 Recommendation 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 **meet and discuss for purposes of a substitute RECOMMENDATION** 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 at the water purification plant & the wastewater treatment plant 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 and until they have the necessary experience to become certified for the appropriate size and type of plant treatment facility. Individuals assuming the duties of the designated positions at either facility after the date of this Recommendation 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 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 maintaining certification. Any individual who must take the operator's examination shall have two opportunities to pass the examination. An individual who does not qualify for certification after two consecutive examinations or after twenty-four (24) months, may exercise bumping rights pursuant to Article 19 Section 5 and move into a position which he/she is qualified to perform. 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 a wage bonus of \$1.00 per hour while working in a certified position. Certified positions, and their successor positions, shall include the following:

Chief Operator - Water Purification Plant
Shift Supervisor - Waste Water Treatment Plant

The City reserves the right to 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 cost of obtaining the certification.

Employees without certification cannot bump an employee who has passed the appropriate certification examination or who is certified.

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.

ARTICLE 35 - MISCELLANEOUS

APPENDIX I

Section 1. The longevity pay plan previously in effect is hereby incorporated by reference and continued in full force in effect, **except that there shall be no step increases effective January 1, 2010 through December 31, 2012, with no "catch up" in steps upon reinstatement effective January 1, 2013.**

Section 2. There shall be an additional "J" longevity step for all employees in this **employee group**, which shall warrant an additional \$.11/hour after forty-one (41) years of service, paid on their anniversary date, **except that there shall be no step increases effective January 1, 2010 through December 31, 2012, with no "catch up" in steps upon reinstatement effective January 1, 2013.**

Section 3. The President of AFSCME Local 3799 shall be provided the names and worksites of all new hires in this **employee group** within thirty (30) days prior to the end of their probationary period.

Section 4. **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 affect the seniority or health benefit status of an employee. They are implemented solely as a means of saving on wages. The City will meet and discuss the imposition of furlough days with the union prior to implementation and will give the unit ten (10) working day notice of the planned implementation of furlough days.**

Section 5. **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 6. **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 7. The parties agree to change pay from semi-monthly to every 2 weeks at the discretion of the City with a payroll lag.

Section 8. There shall be two classes of Shift Supervisor as the Waste Water Treatment Plant:

Shift Supervisor 1: Two (2) positions who work a normal forty (40) hour week who will act as an alternate for Shift Supervisor 2

Shift Supervisor 2: Four (4) positions who work 24/7 as a supervisory presence required by the Department of Justice Consent Decree.

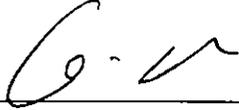
No equalization of overtime shall be required between these two (2) classifications of Shift Supervisor.

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 3799

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, second or third shift, or rotating shifts, 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 RECOMMENDATION with AFSCME Local 3799 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 31st.

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 31st 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.

Name of Employee- please print

Name of Partner- please print

Signature of Employee

Signature of Partner

Date

Date

I hearby 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.

PAY RATES 2011	A	B	C	D	E	F	G	H	I
Chief Clerk Codes	21.22	21.44	21.55	21.66	21.77	21.88	21.99	22.10	22.21
Chief Clerk Police	21.23	21.45	21.56	21.67	21.78	21.89	22.00	22.11	22.22
Chief Clerk Tax	22.11	22.33	22.44	22.55	22.66	22.77	22.88	22.99	23.10
Chief Clerk Treasury	22.16	22.38	22.49	22.60	22.71	22.82	22.93	23.04	23.15
Chief Operator	22.17	22.39	22.50	22.61	22.72	22.83	22.94	23.05	23.16
Eng Aide IV	23.42	23.64	23.75	23.86	23.97	24.08	24.19	24.30	24.41
Foreman Buildings	22.18	22.40	22.51	22.62	22.73	22.84	22.95	23.06	23.17
Foreman City Hall	21.08	21.30	21.41	21.52	21.63	21.74	21.85	21.96	22.07
Foreman Garage	20.96	21.18	21.29	21.40	21.51	21.62	21.73	21.84	21.95
Foreman HVAC	23.28	23.50	23.61	23.72	23.83	23.94	24.05	24.16	24.27
Foreman Lake O	20.75	20.97	21.08	21.19	21.30	21.41	21.52	21.63	21.74
Foreman Meter Readers	21.16	21.38	21.49	21.60	21.71	21.82	21.93	22.04	22.15
Foreman Parks	21.35	21.57	21.68	21.79	21.90	22.01	22.12	22.23	22.34
Foreman San Sewers	21.14	21.36	21.47	21.58	21.69	21.80	21.91	22.02	22.13
Foreman Sewage	20.57	20.79	20.90	21.01	21.12	21.23	21.34	21.45	21.56
Foreman Sewage Certified	21.57	21.79	21.90	22.01	22.12	22.23	22.34	22.45	22.56
Shift Supervisor WWTP	22.37	21.55	21.66	21.77	21.88	21.99	22.10	22.21	22.32
Foreman Streets	20.58	20.80	20.91	21.02	21.13	21.24	21.35	21.46	21.57
Foreman Water	19.02	19.24	19.35	19.46	19.57	19.68	19.79	19.90	20.01
Head Custodian	21.25	21.47	21.58	21.69	21.80	21.91	22.02	22.13	22.24
Lab Supervisor/Bacteriologist	22.25	22.47	22.58	22.69	22.80	22.91	23.02	23.13	23.24
Property Maintenance Supr I	19.54	19.76	19.87	19.98	20.09	20.20	20.31	20.42	20.53
Property Maintenance Supr II	21.07	21.27	21.38	21.49	21.60	21.71	21.82	21.93	22.04
Records Supervisor	20.70	20.92	21.03	21.14	21.25	21.36	21.47	21.58	21.69
Shift Supervisor Police	21.70	21.92	22.03	22.14	22.25	22.36	22.47	22.58	22.69
Supervisor Recreation	20.70	20.92	21.03	21.14	21.25	21.36	21.47	21.58	21.69