



Town of Reading Meeting Posting with Agenda

2018-07-16 LAG

Board - Committee - Commission - Council:

Select Board

Date: 2022-08-30

Time: 7:00 PM

Building: Reading Town Hall

Location: Select Board Meeting Room

Address: 16 Lowell Street

Agenda:

Purpose: General Business

Meeting Called By: Caitlin Nocella on behalf of Chair Mark Dockser

Notices and agendas are to be posted 48 hours in advance of the meetings excluding Saturdays, Sundays and Legal Holidays. Please keep in mind the Town Clerk’s hours of operation and make necessary arrangements to be sure your posting is made in an adequate amount of time. A listing of topics that the chair reasonably anticipates will be discussed at the meeting must be on the agenda.

All Meeting Postings must be submitted in typed format; handwritten notices will not be accepted.

Topics of Discussion:

	<p><i>This Meeting will be held in-person in the Select Board Meeting Room at Town Hall and remotely on Zoom. It will also be streamed live on RCTV as usual.</i></p> <p>Join Zoom Meeting https://us06web.zoom.us/j/85375435705</p> <p>Meeting ID: 853 7543 5705 One tap mobile +16465588656,,85375435705# US (New York) +16465189805,,85375435705# US (New York)</p> <p>Dial by your location +1 646 558 8656 US (New York) +1 646 518 9805 US (New York) Meeting ID: 853 7543 5705 Find your local number: https://us06web.zoom.us/u/kIO9MSAq8</p>	PAGE #
7:00	Overview of Meeting	
7:05	Public Comment	
7:10	SB Liaison & Town Manager Reports	
7:20	Reading Police Department Staff Report	12
7:45	Discuss Resolution for Sally Hoyt	31

This Agenda has been prepared in advance and represents a listing of topics that the chair reasonably anticipates will be discussed at the meeting. However the agenda does not necessarily include all matters which may be taken up at this meeting.



Town of Reading Meeting Posting with Agenda

7:50	Discuss proposed changes to the Town Personnel Policy	32
8:15	Approve Hiring Treasurer, Grade J Step 11	95
8:20	Housing Production Plan Discussion	101
8:30	Discuss FY2024 Capital Plan and Process	162
8:40	Discussion on Proposed Polystyrene Bylaw	169
9:00	Town Manager six (6) month discussion on priorities, feedback and performance	191
9:20	Discuss follow up from Summer Select Board Retreat and Schedule Fall Retreat	
9:30	VASC Report and Vote on Volunteer Appointments	199
9:40	Discuss Town Masterplan	
9:45	Discuss Upcoming State Legislation Visit	
9:50	Discuss Future Agenda Items	
10:00	Approve Meeting Minutes	

This Agenda has been prepared in advance and represents a listing of topics that the chair reasonably anticipates will be discussed at the meeting. However the agenda does not necessarily include all matters which may be taken up at this meeting.



Office of the Town Manager
16 Lowell Street
Reading, MA 01867

781-942-9043

townmanager@ci.reading.ma.us
www.readingma.gov/town-manager

To: Select Board
From: Fidel A. Maltez
Date: August 25, 2022
RE: Town Manager Memo for August 30th, 2022 Meeting

At our meeting, the Select Board will receive an update from Reading Police Department, in particular the amazing community work we are undertaking. In my time in Reading, I have been incredibly impressed with all RPD's community efforts, including our School Resource Officers and comfort dogs, mental health, and addiction outreach, our many community events, to name a few. I have spent a lot of time with RPD leadership and officers and have been impressed with the level of professionalism exhibited. I have heard from Chief Clark that we will have some furry officers visit the meeting and I am excited to see them.

The Select Board will also review a resolution celebrating Sally Hoyt's 100th Birthday. Our community held an amazing celebration at the Pleasant Street center for Ms. Hoyt. This resolution is a great token of appreciation from our Select Board for her dedicated service to the betterment of our community.

Our Community Development team has begun working on our Housing Production Plan. The plan was funded in April Town Meeting and is critical requirement by the State's Department of Housing and Community Development. This is an exciting planning process and builds on our last plan from 2018. <https://www.readingma.gov/DocumentCenter/View/405/Housing-Production-Plan-2018-PDF>

Earlier this month, the Select Board was informed that our longtime treasurer, Endri Kume, announced his departure from the Town for a different opportunity. Mr. Kume leaves the Town in great standing, and we wish him the best in his future endeavors. We have identified his replacement and have extended a conditional offer. Our current Personnel Policies require that any offer above Step 8 in our compensation scale be approved by our Select Board. At the meeting, the Select Board will be asked to approve the offer for our new Treasurer at Step 11 of Grade J.

We will present to the Select Board our proposed revisions to the Personnel Policies. The Personnel Policies last received a major overhaul in 2009. Over the past 6 months, we have been actively working on this update. This review built upon extensive work performed by a staff working group and our HR Director. The Personnel Policies have been reviewed and endorsed by our Labor Counsel.

Finally, our team continues to prepare for November Town Meeting. Following this memo, you will see the outline for Subsequent Town Meeting. We will have a preliminary Warrant to review with the Select Board for the September 13 meeting.

FAM

DRAFT

Subsequent Town Meeting - November 2022

DRAFT

November 14(M); 17(Th); 21(M); M(28)

as of -> 8/25/2022

Art. #	Article Description	Sponsor	Details	Notes	Reports
1	Reports	Select Board	School Department Annual Update FINCOM budget update done recently, but optional)		
2	Instructions	Select Board		defer to last night	
3	Amend the Capital Improvement Program FY23 - FY33	Select Board	Presentation - Fidel Maltez		FINCOM
4	Amend the FY23 Budget	FINCOM	Presentation - Fidel Maltez		FINCOM
5	Approve Payment of Prior Year's Bills	Select Board	Presentation - Sharon Angstrom		FINCOM
6	Adopt MGL Ch. 44 55C, Affordable Housing Trust Fund, Allow Select Board to submit a Home Rule petition to dissolve AHTF Special Act and move the funds to the new Ch. 44 55c fund	Select Board	Presentation - Fidel Maltez		BYLAW
7	Approve \$2.2 Million for Feasibility Study for Killam School	Select Board	Presentation - Tom Milacheskwi		FINCOM
8	Allow Select Board and Town Manager to sign long term lease for cellular carriers at Auburn Water Tank	Select Board	Presentation - Fidel Maltez		FINCOM
9	Allow Select Board to submit a Home Rule petition to extend senior tax abatement	Select Board	Presentation - Victor Santaniello		FINCOM
10	Accept Chapter 59, Section 5, Clause 56 giving Active National Guard exemption from Board of Assessors	Select Board	Presentation - Victor Santaniello		FINCOM
11	Allow Select Board to submit a Home Rule petition to increase Board of Health from 3 to 5 members	Select Board	Presentation - Board of Health		FINCOM
12	Adopt bylaw change to disallow dogs in the cemeteries	Select Board	Presentation - Cemetery Board of Trustees		BYLAW

13	Special Act to Allow Assistant Fire Chief Delsignore to continue employment until the age of 66	Select Board	Presentation - Fidel Maltez	FINCOM
14	Establish a new Permanent Trust Fund, The Laura S. Parsons Trust Fund	Select Board	Presentation - Sharon Angstrom	FINCOM
15	Debt Authorization MWRA LWSAP Program	Select Board	Presentation - Sharon Angstrom	FINCOM
16	Debt Authorization for Community Sustainability Project, Maillet, Sommes, Morgan	Select Board	Presentation - Sharon Angstrom	FINCOM
17	Debt Authorization for Haven Street Roadway Design	Select Board	Presentation - Sharon Angstrom	FINCOM
18	Parker Roof Additional Debt Authorization \$500K	Select Board	Presentation - Sharon Angstrom	FINCOM
19	Modify and Transfer Funds into the Smart Growth Stabilization Fund	Select Board	Presentation - Sharon Angstrom	FINCOM
20	Purchase of Real Property	Select Board	Presentation - Fidel Maltez	FINCOM

Draft Special Legislation

An act authorizing the Town of Reading to dissolve its Affordable Housing Trust Fund

Whereas, Chapter 140 of the Acts of 2001 authorized the Town of Reading to establish an Affordable Housing Trust Fund;

Whereas, in 2005, the legislature enacted Section 55C of Chapter 44 of the Massachusetts General Laws (the “Municipal Affordable Housing Trust Fund Law”), which empowers municipalities to establish a local affordable housing trust, managed by a Board of Trustees;

Whereas, the Municipal Affordable Housing Trust Fund Law presents significant and important opportunities for the creation and maintenance of affordable housing stock;

Whereas, Reading Town Meeting voted to accept the Municipal Affordable Housing Trust Fund Law and adopt a bylaw establishing Board of Trustees at _____;

And whereas, the Town of Reading hereby seeks to dissolve its existing affordable housing trust created by Chapter 140 of the Acts of 2001 and transfer all funds to the trust fund established pursuant to the Municipal Affordable Housing Trust Fund Law.

SECTION 1. Chapter 140 of the Acts of 2001, An Act Authorizing the Town of Reading to Establish an Affordable Housing Trust Fund, is hereby repealed.

SECTION 2. All properties and funds held by the Reading Affordable Housing Trust previously established under Chapter 140 of the Acts of 2001 is hereby transferred to the Reading Affordable Housing Trust established pursuant to G.L. c. 44, s. 55C and shall only be managed, disposed of, or expended in accordance with said Section 55C.

SECTION 3. This act shall take effect upon the posting or publication, by the Town Clerk in accordance with G.L. c. 40, s. 32, an amendment to the Reading General Bylaws to establish an affordable housing trust for the Town of Reading under the authority of G.L. c. 44, s. 55C.

Town Meeting Action

Town Meeting will need to (1) authorize the Select Board to file the Special Legislation outlined above; (2) accept G.L. c.44, s.55C; (3) adopt an AHTF bylaw and amend Section 3.1.1.5 (see below); and (4) authorize the Board of Trustees to file a declaration and certification of trust with the registry, which it may amend on its own initiative.

Here is the language of the acceptance of G.L. c.44, s.55C.

Move to accept the provisions of Chapter 44, Section 55C of the Massachusetts General Laws to establish a trust to be known as the Reading Affordable Housing Trust Fund, whose purpose shall be to provide for the creation and preservation of housing that is affordable in the Town of Reading for the benefit of low and moderate income households.

New Section 3.3.7 Affordable Housing Trust Bylaw

Insert a new Section 3.3.7 in the Town's General Bylaws, as follows:

3.3.7 Affordable Housing Trust

- 3.3.7.1 Purpose. Pursuant to the authority of Chapter 44, Section 55C of the Massachusetts General Laws, there is hereby created a local municipal affordable housing trust fund to be known as the Reading Affordable Housing Trust Fund, hereinafter the "Trust", whose purpose shall be to provide for the creation and preservation of housing that is affordable in the Town of Reading for the benefit of low and moderate income households.
- 3.3.7.2 Membership. There shall be a Board of Trustees of the Reading Affordable Housing Trust Fund, hereinafter the "Board of Trustees", consisting of five voting members. The voting members shall be appointed by the Select Board and shall include a member of the Select Board, a member of the Reading Housing Authority, and three other members, each of whom, to the extent possible, shall have a background or interest in affordable housing, finance, law, including land use and zoning law, real estate, or real estate development.
- 3.3.7.3 Term. The Select Board shall appoint the Trustees for a term of two years, except that three of the initial trustee appointments shall be for a term of one year, provided said Trustees may be re-appointed at the discretion of the Select Board. Vacancies shall be filled by the Select Board for the remainder of the unexpired term. Any member of the Board of Trustees may be removed by the Select Board for cause after the opportunity of a hearing.
- 3.3.7.4 Declaration of Trust. The Board of Trustees is hereby authorized to execute a Declaration of Trust and Certificate of Trust for the Reading Affordable Housing Trust to be recorded with the Middlesex Registry of Deeds and filed with the Middlesex Registry District of the Land Court.
- 3.3.7.5 General Duties. The Board of Trustees shall have the following powers, all of which shall be carried on in furtherance of the purposes set forth in G.L. c.44, §55C, except that the Trustees shall obtain prior approval of the Select Board to borrow money, mortgage or pledge trust assets, or purchase, accept, sell,

lease, exchange, transfer, abandon, or convey any interest in real or personal property:

- a. To accept and receive real property, personal property or money, by gift, grant, contribution, devise or transfer from any person, firm, corporation or other public or private entity, including but not limited to money, grants of funds or other property tendered to the Trust in connection with any by-law or any general or special law or any other source;
- b. To purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;
- c. To sell, lease, exchange, transfer, or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to Trust property as the Board of Trustees deems advisable notwithstanding the length of any such lease or contract;
- d. To execute, acknowledge, and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases, grant agreements, and other instruments sealed or unsealed, necessary, proper, or incident to any transaction in which the Board of Trustees engages for the accomplishment of the purposes of the Trust;
- e. To employ advisors and agents, such as accountants, appraisers, and lawyers as the Board of Trustees deems necessary;
- f. To pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Board of Trustees deems advisable;
- g. To apportion receipts and charges between incomes and principal as the Board of Trustees deems advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;
- h. To participate in any reorganization, recapitalization, merger, or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;
- i. To deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the Board of Trustees may deem proper and to pay, out of Trust property, such portion of expenses and compensation of such committee as the Board of Trustees may deem necessary and appropriate;
- j. To carry property for accounting purposes other than acquisition date values;

- k. To borrow money on such terms and conditions and from such sources as the Board of Trustees deems advisable, to mortgage and pledge Trust assets as collateral; any debt incurred by the Board of Trustees shall not constitute a pledge of the full faith and credit of the Town of Reading and all documents related to any debt shall contain a statement that the holder of any such debt shall have no recourse against the Town of Reading with an acknowledgement of said statement by the holder;
- l. To make distributions or divisions of principal in kind;
- m. To comprise, attribute, defend, enforce, release, settle, or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of G.L. c. 44, § 55C, to continue to hold the same for such period of time as the Board of Trustees may deem appropriate;
- n. To manage or improve real property; and to abandon any property which the Board of Trustees determines not to be worth retaining; To hold all or part of the Trust property uninvested for such purposes and for such time as the Board of Trustees may deem appropriate; and
- o. To make recommendations on proposals to Town Meeting, subject to approval by the Select Board, when such proposals create or support affordable housing for low- and moderate-income households.
- p. To extend the time for payment of any obligation to the Trust.

3.3.7.6 Custodian of funds. The Town of Reading Treasurer shall be the custodian of the funds of the Trust. Any income or proceeds received from the investment of funds shall be credited to and become part of the fund. The Board of Trustees shall provide for an annual audit of the books and records of the Trust. Such audit shall be performed by an independent auditor in accordance with accepted accounting practices and may be part of the Town's annual financial audit. Upon receipt of the audit by the Board of Trustees, a copy shall be provided forthwith to the Select Board.

Amendment to Section 3.3.1.5

Amend Section 3.3.1.5 of the Town's General Bylaws by adding the bold and italicized language, as follows:

3.3.1.5

Term of Office

The term of office of each member of boards, committees and commissions shall commence on July 1 in the year of appointment, and shall expire on June 30 in the third following calendar year, except the

terms of the members of the Reading Housing Authority *and the Reading Affordable Housing Trust Fund* are for five (5) *and two (2)* years, *respectively*.

New Earmark, State and Other Grant Awards

	FY22 Award	FY23 Award	FY24 Award	Total
Earmark: Community Gardens	10,000	-	-	10,000
Earmark: Redesign Haven St. Parking Lot	50,000	-	-	50,000
Earmark: Eastern Gateway Pedestrian Accessibility	50,000	-	-	50,000
Earmark: Substance Abuse	10,000	-	-	10,000
Earmark: Grove Street Land Acquisition	150,000	-	-	150,000
State Grant- Municipal Road Grant	20,490	-	-	20,490
Federal Grant- Accelerated Literacy Grant (School)	200,000	-	-	200,000
State Grant- ASOT Grant (School) After School and Out of School Time	18,715	-	-	18,715
State Grant- DPH Grant (School)	29,600	-	-	29,600
Community Compact Grant: Municipal Fiber Grant	-	192,234	-	192,234
Municipal Vulnerability Preparedness (MVP)	-	1,398,240	718,338	2,116,578
MassDOT - Sidewalk Unit for Snow Removal	-	47,535	-	47,535
MassDOT -WRAP -Winter Recovery Assistance Program	-	308,566	-	308,566
MassDOT -WRAP -Municipal Small Bridge Program	-	100,000	-	100,000
Stanton K-9 Grant	-	32,000	-	32,000
Earmark: Rock Wall Repairs at Memorial Park	-	25,000	-	25,000
Earmark: Reading Robotics Team	-	25,000	-	25,000
Earmark: Ladder Truck for RFD	-	50,000	-	50,000
Earmark: Placemaking Implementation	-	100,000	-	100,000
Earmark: Pedestrian Crossing Improvements (Lakeview Ave and Walker Brook Dr.)	-	200,000	-	200,000
Earmark: Electric Vehicle for Reading Coalition	-	50,000	-	50,000
Earmark: Electric Vehicle for General Operations	-	60,000	-	60,000
Earmark: Birchmeadow Master Plan	-	125,000	-	125,000
	<u>538,805</u>	<u>2,713,575</u>	<u>718,338</u>	<u>3,970,718</u>

Pending Applications:

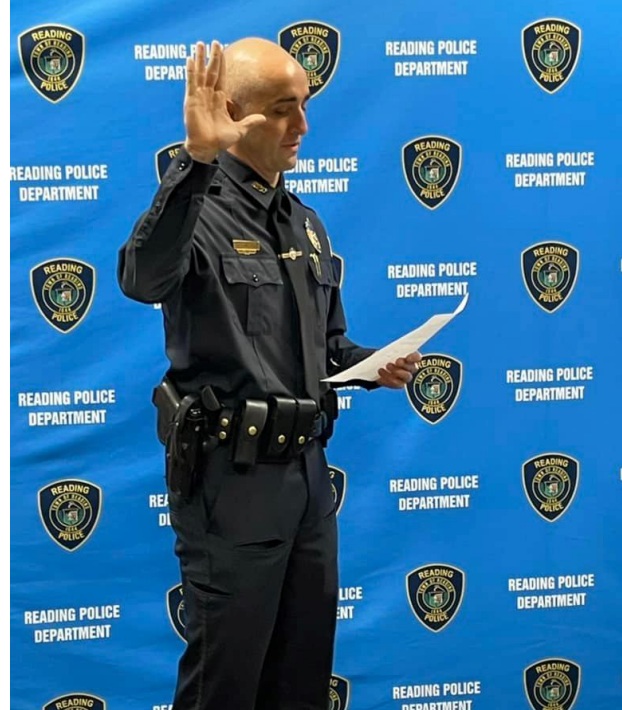
	FY22	FY23	FY24	Total
Pleasant St Ctr (feasibility, visioning, and redesign)	-	1,000,000	-	1,000,000



Reading Police Department

David Clark
Chief of Police

Christine Amendola
Deputy Chief of Police



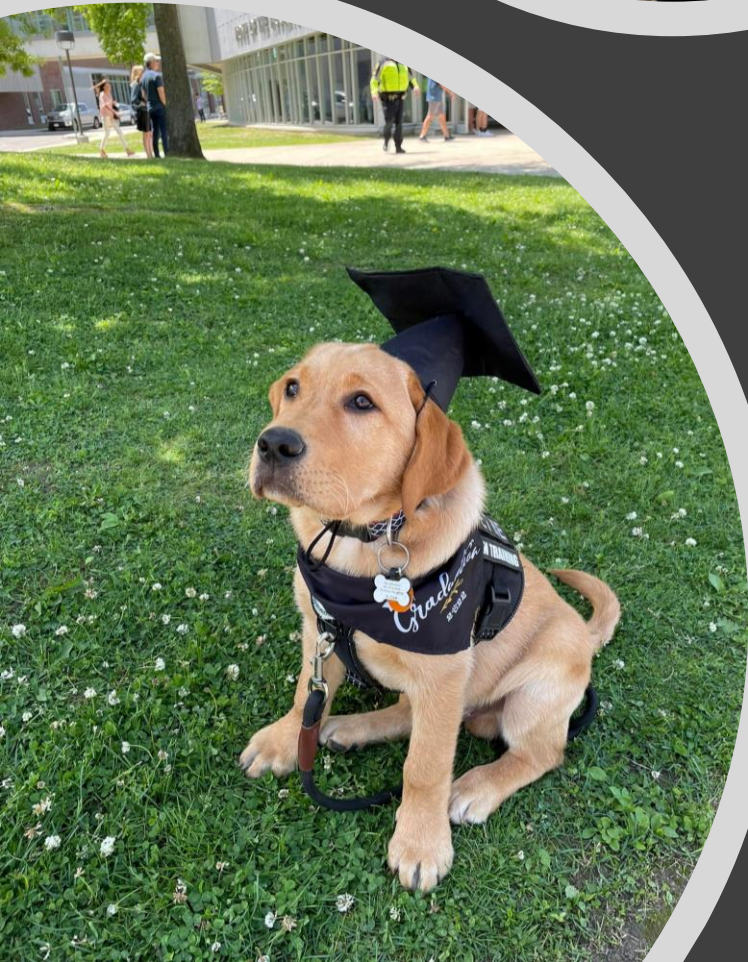
Staffing, new hires and promotions for 2022

- Budgeted for 46 Sworn Officers, 11 Public Safety Dispatchers, 3 Administrative Staff, 1 Parking Enforcement Officer and 3 Coalition Staff.
- Currently have 3 open Police Officer positions and 2 open Public Safety Dispatcher positions.
- Matt Orr, Ian Nelson and Benjamin Woodward were promoted to the rank of Sergeant.
- Mike Davis was sworn in as a new Police Officer.



Accredited Agency

In May, the Reading Police Department successfully passed it's fourth assessment for reaccreditation



School Resource Officers Brian Lewis and Matt Vatcher
Officers Cooper and Rusty





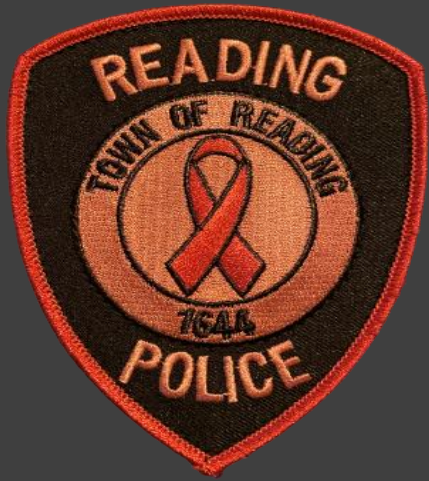
Civil Rights Officer, Sgt. Pat Silva

- Member of PAIR (Partners and Allies for Inclusive Reading) with the Division of Equity and Social Justice (DESJ).
- Attended advanced training on investigating hate crime, hate based incidents, and community outreach in the area of civil rights
- Worked with the SROs and schools to address any current issues or events
- Worked with the school superintendent and DESJ to come up with a framework of responding to any events happening in Reading, or outside of Reading that we feel need to be addressed with our community
- Attended a variety of community events in town including the Rainbow Run and Mental Health Awareness Day.





Reading Police Department
Honor Guard Unit



Community Outreach





RAD Program

- Our longest running program
- Started in 1996
- Supported by donations
- Thousands of women have attended this program



Lunchroom Take Over



Coffee with a Cop

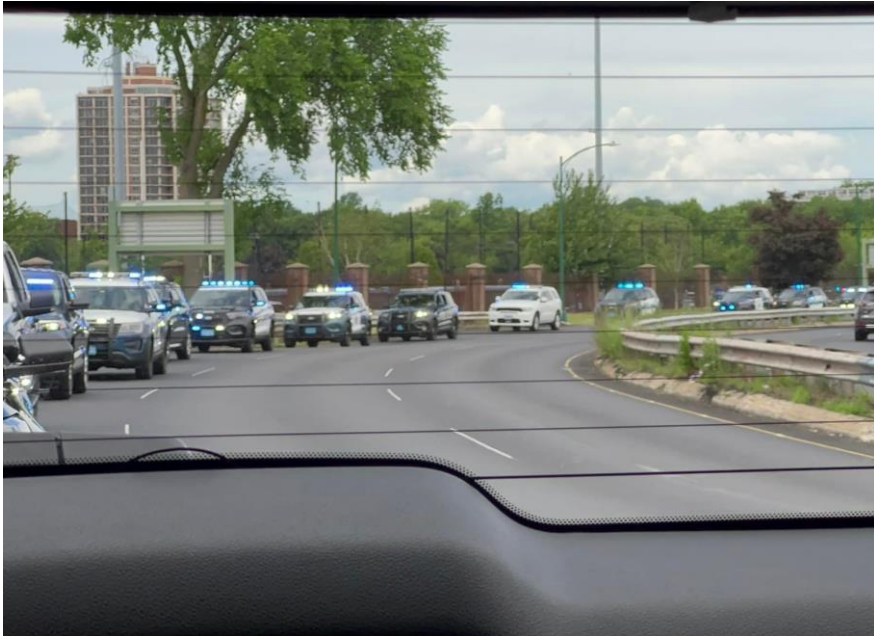


Bicycle Helmet Citations



Annual Open House



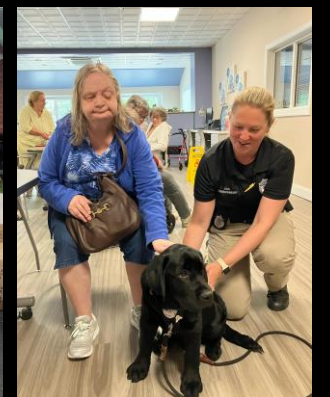


Special Olympics Cruiser Convoy



High-five days

Blood Drive, National Night Out, Touch a Truck, Helmet Giveaway, Cops v Kids Basketball, Visiting our Seniors, and Tours





RRT/SWAT - Regional Response Team and SWAT Team (which includes a Crisis Negotiation Team) and K-9 Unit trained in search & rescue.

STARS - The School Threat Assessment and Response Team is made up of police officers and licensed clinicians who respond to critical incidents at schools as well as provide threat assessments to member districts

IMT - The Incident Management Team provides support to all NEMLEC units in terms of communications and coordinates same and operational plans for large scale events



Calls for service

- Mental Health related calls = 312
- Suicides/attempts/threats = 37
- Domestic Disputes = 65
- Domestic assistance = 142
- Overdoses = 12
- Arrests/Summons = 185
- Motor Vehicle Crashes = 282
- Section 12 filed = 33
- Missing Persons = 20
- Suspicious Vehicles/People = 318



What does the future hold for the RPD?

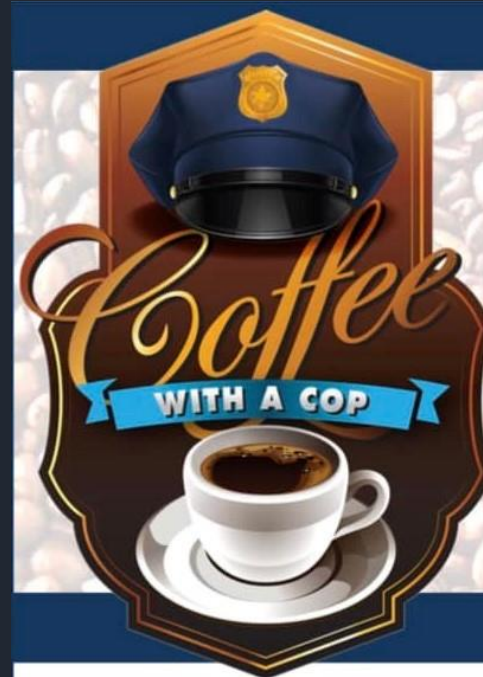
- Officer Chris Briere and Tango, our new Police K-9
- The Motorcycle Unit is back
- Two Hybrid Cruisers will be on the road this fall
- The Mountain Bike Unit is being outfitted and is returning
- Received an earmark for the Coalition to purchase an electric car

Reading Police Department
2022 Citizen Police Academy



- Classes will be held every Tuesday from 6:30pm – 8:30pm in the Pleasant Street Center/Reading Police Department
- Classes run Tuesday, September 13, 2022 – Tuesday, November 8, 2022
- Various police subjects taught by a variety of different officers – Investigations, Crime Prevention, Patrol Procedures, Emergency Response & Police in Schools and MUCH MORE!
- Ride along opportunity upon completion of course

Contact Community Service Officer Kristen O'Shaughnessy at 781-942-6761 or KOShaughnessy@ci.reading.ma.us to register or to get further information



What does the future bring to the RPD?

- RAD Program
- Citizen Police Academy
- Seniors Dinner
- Coffee with a Cop
- Training, training and more training

R.A.D.

Rape Aggression Defense
For Women
Hosted by Reading Police Department

SPECIAL THANKS WOMEN'S LEAGUE OF READING

Monday, September 19, 2022	6pm-9pm
Wednesday, September 21, 2022	6pm-9pm
Monday, September 26, 2022	6pm-9pm
Wednesday, September 28, 2022	6pm-9pm

This is a 4 night course

The class is free of charge and will be held in Reading on the above dates. Call 781-942-6761 or email Community Service Officer O'Shaughnessy at KOShaughnessy@ci.reading.ma.us for sign-ups and questions.



Reading Commemorates

Sally Hoyt 100th Birthday Resolution

August 30, 2022

WHEREAS, Sally Hoyt celebrated the joyous occasion of her 100th birthday on August 20, 2022; and

WHEREAS, Sally Hoyt was born on August 20, 1922, grew up in Somerville, and has lived in Reading for over 75 years where she and her late husband, Brendan, raised their 3 children, Brendan L. Hoyt Jr., the late John E. Hoyt, and Sally-Jean O'Grady, all of whom are descendants of the family that lived in Reading's Parker Tavern; and

WHEREAS, Sally Hoyt's public service to her community began in the 1960s and has been boundless, as she was involved in countless town interests and projects, such as winning a seat on the Select Board in 1990, serving on the Council on Aging for over 20 years, serving as Senate President of the Silver Haired Legislature, and serving as a Reading Constable, just to name a few of her accomplishments and involvements; and

WHEREAS, During her years of selfless service, Sally Hoyt was the recipient of numerous awards, made many valuable contributions to her community, held multiple important positions in public and private agencies, and worked to change the world around her for the better; and

WHEREAS, Sally Hoyt is and always will remain an integral part of the Reading community, and created a legacy of positive change and tenacity.

NOW, THEREFORE, be it resolved, that we, the Reading Select Board, joins with Sally Hoyt, her family, and the Town of Reading in wishing her a happy 100th Birthday.

SELECT BOARD OF READING

Mark L. Dockser, Chair

Karen Gately Herrick, Vice Chair

Christopher Haley, Secretary

Carlo Bacci

Jacqueline McCarthy

Town of Reading Massachusetts



PERSONNEL POLICIES

DRAFT August 30, 2022

**TOWN OF READING, MASSACHUSETTS
PERSONNEL POLICIES**

ARTICLE 1: AUTHORIZATION	1
ARTICLE 2: STATEMENT OF PERSONNEL PHILOSOPHY	1
ARTICLE 3: DEFINITIONS.....	2
SECTION 3.1. APPOINTING AUTHORITY:.....	2
SECTION 3.2. CHARTER:	2
SECTION 3.3. CONTINUOUS SERVICE:.....	2
SECTION 3.4. DEPARTMENT:	2
SECTION 3.5. DEPARTMENT HEAD:.....	2
SECTION 3.6. EMPLOYEE:	2
SECTION 3.7. HUMAN RESOURCES DIRECTOR:.....	2
SECTION 3.8. POSITION:.....	2
SECTION 3.9. TOWN:.....	2
ARTICLE 4: APPLICABILITY	2
ARTICLE 5: ADMINISTRATION	3
SECTION 5.1. HIRING:	3
SECTION 5.2. JOB DESCRIPTION:	4
SECTION 5.3. MANDATORY REVIEWS:.....	4
SECTION 5.4. MAINTENANCE OF AND ACCESS TO PERSONNEL FILE AND RECORDS:.....	4
ARTICLE 6: CLASSIFICATION AND COMPENSATION PLANS	5
SECTION 6.1. CLASSIFICATION PLAN:.....	5
SECTION 6.2. COMPENSATION PLAN:.....	5
ARTICLE 7: EMPLOYEE GUIDELINES	6
SECTION 7.1. NEPOTISM:	6
SECTION 7.2. WORKPLACE HARASSMENT AND DISCRIMINATION PROHIBITED:	7
SECTION 7.3. CONFLICT OF INTEREST:	11
SECTION 7.4. POLITICAL ACTIVITY:.....	11
SECTION 7.5. USE OF TOWN PROPERTY:.....	11
SECTION 7.6. DRUG FREE WORKPLACE:	11
ARTICLE 8: CHANGE OF EMPLOYMENT STATUS.....	12
SECTION 8.1. TRANSFER:.....	12
SECTION 8.2. PROMOTION:.....	12
SECTION 8.3. DEMOTION:	12
SECTION 8.4. LAY-OFF:.....	12
SECTION 8.5. RESIGNATION:	13
SECTION 8.6. RETIREMENT:.....	13
ARTICLE 9: TIME OFF BENEFITS AND WORKING CONDITIONS	13
SECTION 9.1. SERVICE CREDIT:	13
SECTION 9.2. SICK LEAVE, ACCIDENT REPORTING AND WORKER’S COMPENSATION:	14
SECTION 9.3. SICK LEAVE BUYBACK:	14
SECTION 9.4. SICK LEAVE BANK:	15
SECTION 9.5. BEREAVEMENT:.....	15

SECTION 9.6. MILITARY LEAVE:.....	15
SECTION 9.7. JURY SERVICE:.....	16
SECTION 9.8. FAMILY AND MEDICAL LEAVE ACT:.....	16
SECTION 9.9. MASSACHUSETTS PARENTAL LEAVE ACT:	18
SECTION 9.10. MASSCHUSETTS DOMESTIC VIOLENCE LEAVE ACT:.....	18
SECTION 9.11. UNPAID LEAVES OF ABSENCE - OTHER THAN FMLA LEAVE:.....	18
SECTION 9.12. SMALL NECESSITIES LEAVE ACT:	19
SECTION 9.13. HOLIDAYS:	19
SECTION 9.14. VACATIONS:	19
SECTION 9.15. FLOATING HOLIDAYS:	21
SECTION 9.16. GROUP HEALTH AND LIFE INSURANCE BENEFITS:	21
SECTION 9.17. EMPLOYEE ASSISTANCE PROGRAM:.....	21
SECTION 9.18. PROFESSIONAL DEVELOPMENT:.....	22
SECTION 9.19. OFFICE CLOSINGS:	22
SECTION 9.20. PERSONAL PROPERTY:	22
SECTION 9.21. TECHNOLOGY EQUIPMENT AND INTERNET USAGE:.....	22
SECTION 9.22. REMOTE WORK:	22
ARTICLE 10: DISCIPLINARY ACTION	23
ARTICLE 11: COMPLAINTS PROCEDURE	23
ARTICLE 12: CONFLICT WITH CIVIL SERVICE AND OTHER REGULATIONS.....	24
ARTICLE 13: EFFECT OF INVALIDITY	24
ARTICLE 14: EFFECTIVE DATE.....	24

TOWN OF READING, MASSACHUSETTS

PERSONNEL POLICIES

ARTICLE 1: AUTHORIZATION

The following policies are adopted by the Select Board pursuant to their authority under Section 3.2 of the Reading Home Rule Charter, and under Article 4 of the Bylaws of the Town of Reading.

ARTICLE 2: STATEMENT OF PERSONNEL PHILOSOPHY

The Town of Reading has as its goal the provision of excellent, cost effective and efficient services in a manner that is honest, ethical and fair to residents and employees.

The Town through the Select Board has adopted and may periodically amend a Mission Statement, Vision, and values that are expected to guide the behavior of Town employees. The Town Manager will inform new employees and remind ongoing employees of these important statements. Quality of service and excellence in customer service are the Town's standards, and acting through the Town Manager, the Town has the right and responsibility to plan, direct and control the Town's business, operations and workforce to achieve these goals. In exercising these rights and responsibilities, the Town has developed and adopted this Personnel Policy. **THIS PERSONNEL POLICY, AND OTHER RULES AND REGULATIONS THAT MAY BE ADOPTED FROM TIME TO TIME AND THAT ARE AVAILABLE FROM THE TOWN MANAGER, ARE GUIDELINES WHICH THE TOWN MAY OR MAY NOT FOLLOW AS IT DEEMS APPROPRIATE. THESE GUIDELINES ARE NOT INTENDED TO AND DO NOT CREATE A CONTRACT OF EMPLOYMENT BETWEEN THE TOWN AND TOWN EMPLOYEES. THESE POLICIES MAY BE UNILATERALLY MODIFIED BY THE TOWN THROUGH A PUBLIC HEARING WITH THE SELECT BOARD.**

The purpose of this statement is to develop a personnel philosophy for employees of the Town of Reading in order that the Town may strive to attain its goals.

- ◆ Town personnel will be hired on the basis of qualifications only.
- ◆ The Town will strive to pay salaries that are equitable in relation to the complexity and responsibility of the work performed, and to maintain comparable pay for comparable work within the Town workforce.
- ◆ The Town will strive to maintain a competitive position in the employment market and thereby attract and retain competent employees.
- ◆ The Town will strive to stimulate and reward high-level performance. The Town will provide an orderly program of salary policy and control.
- ◆ Employees will receive a copy of the current job description and Personnel Policies when they are hired. When such job descriptions and/or policies are developed, revised or adopted, each affected employee will receive written notification.
- ◆ Employees will be encouraged to develop professionally to the extent of their interest and capability and the needs of the Town. (See Section 9.18).
- ◆ Responsibility within a Department or Division will be delegated to the minimum level at which the task can be accomplished.
- ◆ Current employees will be made aware of job openings. In-house promotion and/or transfer will be considered where it would be of benefit to the employee and the Town and consistent with Equal Opportunity Policy.
- ◆ Over-staffing will be avoided. Temporary peaks in workload will be filled, where possible, with temporary help. Regular employees will be the minimum needed to meet normal work-loads. All staffing is subject to availability of funds.
- ◆ Employees are entitled to know what is expected of them in their job and to have their job performance periodically evaluated by their supervisors. A personnel performance plan based on a written job description will be developed with each employee.
- ◆ Where possible, or where desirable, employees will be shared between Departments and/or Divisions to provide the most effective use of staff.
- ◆ Employees will be encouraged to learn as much as possible about the functions of their Department or Division so that they may temporarily fill other positions as needed.
- ◆ Where possible, local residents will be hired for part-time and seasonal work with the Town.
- ◆ The Town and its employees will not discriminate in any way against employees or members of the public on account of membership or non-membership in a union, on account of political activity or any protected classes as classified by the Massachusetts General Laws, Chapter 151B, Section 4.

- ◆ The Town will develop, implement and maintain a positive equal opportunity policy to prevent discrimination, and the Town and all of its employees will carry out the policy.

ARTICLE 3: DEFINITIONS

Section 3.1. Appointing Authority: The position responsible under the Reading Home Rule Charter for the hiring and firing of employees.

Section 3.2. Charter: The Town of Reading's Home Rule Charter as adopted March 24, 1986 and any subsequent amendments.

Section 3.3. Continuous Service: Employment without interruption, excluding authorized vacation, military leave, paid leave or leave under the Family and Medical Leave Act.

Section 3.4. Department: Any department of the Town subject to this policy.

Section 3.5. Department Head: The officer having immediate supervision and control of a department or, in the absence of such officer, the Town Manager.

Section 3.6. Employee:

3.6.1. Regular Employee: An employee who has successfully completed the prescribed probationary period. A regular full-time employee provides full time services and is compensated at full pay and benefits for the assigned position. An individual employed for not less than thirty-seven and one-half (37 ½) hours per week for fifty-two (52) weeks per year, minus legal holidays, paid vacations and other authorized leaves of absence. The Town Manager may, based on special circumstances, designate a different number of hours per week as full time. A regular part-time employee provides less than full-time service, and is compensated in proportion to the amount of service provided.

3.6.2. Probationary Employee: An employee who has not completed the probationary period for a particular position.

3.6.3. Temporary Employee: An employee who possesses the minimum qualifications for a particular position and has been appointed to a position for a limited scope or duration. Seasonal workers and co-op students are considered temporary employees. Temporary employees are not entitled to benefits.

3.6.4. Exempt Employee: An employee's designated FLSA classification that is not entitled to receive overtime compensation. This employee may have significant responsibility for formulating and administering policies and programs of the Town and for directing the work of subordinates by lower level supervision; any employee having the authority to exercise independent judgment, or to effectively recommend any action to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or to direct them to adjust their grievances, if the exercise of such authority is not merely routine or clerical in nature but requires the use of independent judgment and discretion.

3.6.5. Non-Exempt Employee: An employee's designated FLSA classification that is entitled to receive overtime compensation.

Section 3.7. Human Resources Director: The employee appointed by the Town Manager to administer the personnel functions of the Town, or in the absence of a Human Resources Director, the Town Manager.

Section 3.8. Position: An office or post of employment in the Town's service with duties and responsibilities calling for full-time or part-time employment in the performance and exercise thereof.

Section 3.9. Town: The Town of Reading.

ARTICLE 4: APPLICABILITY

This Policy shall apply to all Town Departments, except the School Department, Municipal Light Department, Retirement Board, and those positions governed wholly or in part, by statute, collective bargaining agreement, Bylaw, Charter, or regulation superior to this Policy.

These Policies apply to all positions, except those noted in the above paragraph; however, the authority of appointment shall be modified as follows:

- ◆ In the Library Department, the Board of Library Trustees shall be responsible for hiring and firing of personnel. [See Town of Reading Home Rule Charter, Article 5. Town Manager, Section 5.2, Powers and Duties (b).]
- ◆ In the Finance Department, the Board of Assessors may appoint an Appraiser and an Assistant Appraiser. [See Town of Reading Home Rule Charter, Article 4, Appointed Boards or Committees, Section 4.1, Board of Assessors.]
- ◆ In the Accounting Department, the Select Board shall appoint the Town Accountant. (See Town of Reading Home Rule Charter, Article 3, Section 3.2, Select Board.)

These Personnel Policies are not an employment contract. The terms and provisions of these Policies are not contractually-binding or are contract-like assurances or promises. The Town of Reading reserves the right to change or eliminate any policies, procedures, rules or benefits described in these Personnel Policies.

ARTICLE 5: ADMINISTRATION

This Article spells out the method of employing individuals to work for the Town, and deals with recruitment, screening, appointment, orientation and probation. These methods shall be adhered to, where applicable, unless there is a specific waiver from the Town Manager. It is the Town's intent that this recruitment, employment, promotion and transfer policy ensures that every reasonable effort is made to attract qualified persons and that selection criteria are job related. All positions that become available will be filled giving full weight to Equal Employment Opportunity goals established by the Town, and to the Americans with Disabilities Act (ADA).

These policies shall be administered by the Town Manager. Department Heads are responsible for the implementation of policies and procedures as established and as directed by the Town Manager.

Section 5.1. Hiring:

5.1.1. Verification: The Department that proposes to hire an employee must first verify with the Town Manager that:

- ◆ Funds for the position are provided in the approved budget;
- ◆ The position has been approved by the Town Manager and there is a need for the position;
- ◆ The position has been included in the Classification Plan.

5.1.2. In-House Promotion: When a vacancy exists, the overall personnel requirements of the Department and the Town will be reviewed with the Town Manager who has the final and binding decision on promotions. Where possible, in-house promotion and/or transfers will be considered in order to fill a position so long as such a decision is in conformance with the Equal Opportunity policy. Where two or more in-house candidates apply for a position, qualifications including seniority and length of service may be considered.

5.1.3. Posting and Advertising: The Human Resources Director in consultation with the Department Head shall prepare the posting and advertisement to solicit applicants. The Town will notify via email and post the availability of a vacant position on its website and in each Town building for a period of seven (7) calendar days. Nothing shall prohibit the Town from advertising the position to outside candidates at the same time that it is posted. Advertisements shall be organized by the Human Resources Director, or their designee, to attract qualified applicants adhering to Equal Employment Opportunity goals.

5.1.4. Application: All prospective candidates must submit their credentials and Town-approved application to the Human Resources Director for consideration. All submissions shall be kept on file for a period of one (1) year. To the extent possible Equal Employment Opportunity data will be kept on each applicant by the Human Resources Director.

5.1.5. Testing and Examination: Applicants may be required to submit to a test(s) and/or examination(s), and to submit other information which is reasonably related to the job for which the application is made.

5.1.6. Interview: The Town shall utilize a diverse hiring committee which will be comprised of, but not limited to, representative(s) from the hiring Department, a Human Resources designee, and any other key stakeholders to interview applicants for all vacancies. All members of the hiring committee shall submit their feedback based solely on each candidate's qualifications and relevant experience.

When possible, the hiring committee will present no less than three (3) candidates for consideration to the Town Manager. The final selection will be made by the Town Manager in consultation with the Department Head and the Human Resources Director. Recommendations for hire shall be made from a selection of the best qualified applicants. Preference will be given to Town residents when equal qualifications are possessed by the applicants. Nothing herein shall be construed to permit hiring in conflict with the Town's Equal Employment Opportunity and ADA Policies.

5.1.7. Pre-Employment Requirements: After all reference and background checks are completed by Human Resources, the appointment shall be made by the Town Manager who shall inform the successful candidate in writing of the appointment including the starting date, salary, benefits and union status. Appointments shall be contingent upon satisfactory results of a pre-employment physical examination, which may include but not limited to testing for drugs, alcohol screening, and a psychological examination, as required.

In addition, other tests and examinations that may be required, to the extent that they are related to the position being filled, include but are not limited to Criminal Offender Record Information (CORI), as authorized by the Department of Criminal Justice Information Services (DCJIS), Sex Offender Record Information (SORI), and any other background checks, as required.

5.1.8. Onboarding: On or before the starting date, each new employee will be given an orientation and will be introduced to other employees. The new employee shall complete the necessary forms needed. In addition, each

new employee will be given a copy of the current Personnel Policies, applicable union contract and other relevant information.

5.1.9. Probation: Unless otherwise determined by law, the appointment of each new employee shall be probationary for a period of one (1) year of employment for purposes of evaluation prior to being assigned regular position status. Probation may be extended for an additional time up to three (3) months if performance indicates such a need. Should an employee go on an approved leave (FMLA, Parental, etc.) during their probationary period, the probationary period shall be extended by the time of said leave.

Time off benefits as indicated in Article 9, may be used in the following format during one's probationary period:

- ◆ Sick: no restrictions
- ◆ Bereavement: no restrictions
- ◆ Holidays: no restrictions
- ◆ Floating Holiday: Up to one (1) day after three (3) months of employment. Full utilization after six (6) months of employment.
- ◆ Vacation: Up to one (1) week after three (3) months of employment. Full utilization after six (6) months of employment.

The above-mentioned time off benefit restrictions do not apply to promotion-based probationary periods.

The Town Manager may grant additional leave during the probationary period only for special circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case, and denial of such a request is not subject to appeal.

5.1.10. Exit Interview: A confidential exit interview shall be offered to departing employees to be conducted during the final week of the employee's current position by the Human Resources Director or their designee. The purpose of an exit interview is to:

- ◆ Provide the departing employee with information and assistance and to further good employee relations;
- ◆ Provide the Town with insight into Town personnel and management practices;
- ◆ Inform the employee about benefits and retirement information.

Section 5.2. Job Description:

The Town Manager or Human Resources Director will be responsible for preparing and periodically reviewing with the Department Head an appropriate job description for each position using a standardized form. An employee will have a copy of the job description for their position. The Human Resources Director shall be responsible for maintaining the current job description.

Section 5.3. Mandatory Reviews:

All new, promoted, transferred or demoted employees must complete a probationary period in which they will be reviewed for performance purposes no later than one (1) year after assuming their assignments as such period may be extended pursuant to Section 5.1.9.

All new, promoted or transferred employees will be reviewed for compensation purposes concurrently with their performance review. If an employee is retained, based on the performance review, the employee will be granted a salary increase of no less than one (1) step. The salary increase shall be effective on the date of the completion of the probationary period. Employees who complete the probationary period between July and December shall have a second performance review prior to receiving an additional step on July 1st. Employees who complete the probationary period between January and June will not need a second performance review prior to receiving an additional step on July 1st.

Thereafter, performance reviews will be conducted annually by June 30th to evaluate and determine eligibility for future step increases, as allowed by the budget process. On July 1st, all non-probationary employees who have a satisfactory performance review will be entitled to a step increase, as the budget process allows.

Section 5.4. Maintenance of and Access to Personnel File and Records:

The Human Resources Director shall keep or cause to be kept, personnel files for each Town employee. The personnel file shall contain:

- ◆ Application for employment including references, resume, cover letter, pre-employment assessments and other applicable records obtained prior to employment;
- ◆ Letters of commendations and/or reprimand;
- ◆ Professional development;
- ◆ Copies of performance evaluations;
- ◆ A record of any and all personnel actions taken;
- ◆ Copies of employee awards;
- ◆ Other pertinent information.

The Human Resources Director shall also keep or cause to be kept a separate file of personnel records for each Town employee. This separate file may contain, but not be limited to any identifying documents with an employee's identity such as:

- ◆ Medical records;
- ◆ Investigations;
- ◆ I-9 forms;
- ◆ Payroll history;
- ◆ Insurance benefits;
- ◆ Other pertinent information not in the personnel file.

The employee's personnel file shall be maintained as up to date as reasonably practicable but in every case, material shall be filed within three (3) months. Each employee shall have access to their complete personnel file and records upon notice of five (5) business days to the Human Resources Director. The employee shall be notified in writing when any information (except for routine salary adjustments) is added to or removed from their personnel file.

With the exception of those with a legitimate business need to access the file, no employee shall have access to any other employee's personnel records except that a Department Head shall have access to the personnel files of any and all employees for whom the Department Head is responsible.

ARTICLE 6: CLASSIFICATION AND COMPENSATION PLANS

Section 6.1. Classification Plan:

The Classification Plan as established and modified from time to time by the Select Board according to Bylaw is hereby designated Schedule A-1, and made a part hereof classifying by grade and specific job title and assigning to pay grades certain exempt and non-exempt positions in the service of the Town, other than those which are specifically exempted according to Article 4 (Applicability). This plan shall constitute the Classification Plan of the Town within the meaning of Section 108A of Chapter 41 of the Massachusetts General Laws.

The job title and job description for each position established by the Classification Plan shall be the official title of the position and of the incumbent of the position, and shall be used to the exclusion of all others for all purposes relating to the position including, but not limited to, payrolls and official records.

Before any individual may be hired, transferred or promoted into any newly established position, the position must be included in the classification by job title and pay grade. If the job position is not already included in the Classification Plan, then the requesting department shall seek such classification approval through the Town Manager in advance of any request for funds.

The Town Manager may investigate and review the work of any position subject to the provisions of this policy and recommend reclassification of the position as required.

Reclassification is the result of a re-evaluation of a position to place it on the appropriate grade based on an internal and external study or to recognize a change in the duties and responsibilities of a position. Reclassification shall not be used as a device for promoting or demoting incumbents.

The Classification and Compensation Plans and job descriptions shall be reviewed on a periodic basis by the Town Manager, who shall recommend to the Select Board correction of disparities that may have developed. In proposing and implementing reclassifications, the Town Manager shall consult with Department Heads and Division Heads as appropriate.

No employee may be appointed to a position not included in the Classification Plan.

Section 6.2. Compensation Plan:

The Compensation Plan established and modified from time to time by the Select Board according to Bylaw is hereby designated Schedule B-1 and made a part hereof, establishing compensation rates for each pay grade.

This plan may provide for rate progression through the steps. The compensation range established for any pay grade shall be the range for all positions assigned by job title to that pay grade. The rates set forth in Schedule B-1 shall constitute the Compensation Plan of the Town within the meaning of Section 108A of Chapter 41 of the General Laws.

6.2.1. Total Compensation: The rates shown in Schedule B-1 shall constitute the total remuneration for any position including pay in any form unless a specific exception is noted by the Town Manager. The schedule does not include actual and authorized expenses necessarily incident to the employment. No employee shall receive compensation in any form from more than one department, subject to waiver by the Town Manager for specific circumstances.

6.2.2. Positions Funded by Grants: Individuals serving the Town, who are funded by State or Federal programs, shall be compensated at rates set forth in the Compensation Plan, unless the program mandates another rate of pay.

Employees, whose pay may be funded in part by State or Federal programs subject to approval by Town Meeting, may be supplemented in an amount recommended by the Town Manager which is necessary to properly relate them to the appropriate job title and pay grade in which they are to perform.

6.2.3. Cooperative, Training or Seasonal Employees: Cooperative or placement training college students and seasonal/temporary employees serving the Town shall be compensated at rates established by the Town Manager.

6.2.4. Starting Pay Rates: Individuals shall be paid no less than the minimum pay rate of the applicable grade. Consideration of a starting salary above the minimum must be based on skill and/or experience.

6.2.5. Out of Classification Pay: An employee who is assigned in writing by the Town Manager, or their designee, to perform all of the job duties, and not merely individual tasks of a higher position, and replaces an absent employee for more than fifteen (15) calendar days, shall be paid at the lowest step in the grade of the absent employee that will ensure a minimum increase of five percent (5%) over their base pay.

6.2.6. Overtime Compensation: Overtime at the rate of time and a half shall be paid to non-exempt employees for the number of hours worked in excess of forty (40) or thirty-seven and one-half (37.5) hours whichever is the regular work week of the employee. Part-time employees shall receive additional hours at straight time until they exceed thirty-seven and one-half hours (37.5) worked in the regular work week.

6.2.7. Compensatory Time for Non-Exempt Employees: By mutual agreement between a Department Head and an employee, compensatory time in lieu of overtime compensation may be substituted on a time and a half basis for the number of hours worked in excess of forty (40) or thirty-seven and one-half (37.5) hours whichever is the regular work week of the employee. The mutual agreement must occur before the work is performed. Compensatory time off may be accumulated to a maximum number of hours as an employee's regular work week and must be scheduled by mutual consent of the employee and the Department Head.

6.2.8. Compensatory Time for Exempt Employees: The Town recognizes that exempt employees are often required to work in excess of forty (40) hours or thirty-seven and one-half (37.5) hours. Exempt employees recognize that the nature of exempt work is such that additional hours may be necessary to accomplish the requirements and responsibilities of the job.

By mutual agreement between a Department Head and an exempt employee, compensatory time is available at a rate of hour for hour. A maximum of one (1) week of compensatory time per calendar year may be utilized. Compensatory time will be taken with the Department Head's approval at the convenience of the Department, and no compensatory time will be carried over into a new calendar year. In the case of Department Heads, mutual agreement will be with the Town Manager. There shall be no payment of unused compensatory time at the end of the year.

ARTICLE 7: EMPLOYEE GUIDELINES

The Town of Reading expects its employees at all times to act in the best interests of the Town and its residents. This includes an expectation that all employees will meet the highest standards of ethics and honesty, that there will be no political activity on the part of the employee that could relate to the employee's position with the Town, and at all times the employee will act in a manner that will reflect well upon the employee and the Town.

Section 7.1. Nepotism:

When in the normal selection process, relatives of Town employees or officials are considered for appointment or promotion, the Town Manager will be notified by the Department Head. No person shall be hired or promoted based upon their family relationship to another Town employee. No employee shall be in a position that provides supervision over their relative.

This policy is not for the purpose of depriving any person of an equal chance for employment with the Town, but is solely intended to eliminate the perception of or potential for preferential treatment of the relatives of government personnel.

The Town may modify schedules, shifts, squads or work units to eliminate any potential for conflict under this policy.

Relatives, for the purpose of this policy, shall include all members of the immediate family including spouse, parents, step-parents, siblings, step-siblings, direct line aunts and uncles and nieces and nephews, first cousins, children, step-children, grandparents, grandchildren and in-laws. Cousins, aunts, uncles, nephews and nieces by marriage are not regarded as members of the immediate family for purposes of this policy.

7.1.1. Procedures and Employee Relationships: During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.

During non-working time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in non-work areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.

Employees are strictly prohibited from engaging in physical contact that would in any way be deemed

inappropriate by a reasonable person while anywhere on Town property, whether during working hours or not.

Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to the appropriate provisions of The Town of Reading's disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.

Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.

Any supervisor, manager, executive or other Town official in a sensitive or influential position with the Town of Reading must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure may be made to the immediate supervisor or the Human Resources Director. This disclosure will enable the Town to determine whether any conflict of interest exists because of the relative positions of the individuals involved.

With regard to the above paragraph, when a conflict-of-interest problem or potential risk is identified, the Town of Reading will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer to other positions or departments.

If one or both parties refuse to accept a reasonable solution or to offer of alternative position, if available, such refusal will be deemed a voluntary resignation.

Failure to cooperate with the Town of Reading to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors or others in positions of authority over another employee in a mutually agreeable fashion may be deemed insubordination and cause for immediate termination. The disciplinary policy of the Town of Reading will be followed to ensure fairness and consistency before any such extreme measures are undertaken.

The provisions of this policy apply regardless of the sexual orientation of the parties involved.

Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.

Any concerns about the administration of this policy should be addressed to the Human Resources Director.

The Town of Reading reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved. The Town reserves the right to remove an employee from a position that may result in a conflict of this policy.

Section 7.2. Workplace Harassment and Discrimination Prohibited:

7.2.1. Introduction - Equal Employment Opportunity Statement: The Town of Reading provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran or any other characteristic protected by federal, state and local laws. The Town of Reading complies with applicable state federal and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

The Town of Reading expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status or any other characteristic protected by state, federal or local law. Improper interference with the ability of the Town of Reading employees to perform their expected job duties is absolutely not tolerated.

7.2.2. Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA): The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA), are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and require that, when needed, employers provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the Town of Reading to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination (MCAD). Furthermore, it is our policy not to discriminate against qualified individuals with disabilities with regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The Town of Reading will reasonably accommodate qualified individuals with a disability so that they can

perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Town of Reading. Contact the Human Resources Director with any questions or requests for accommodation.

7.2.3 Massachusetts Pregnant Workers Fairness Act: The Town of Reading complies with all aspects of the Massachusetts Pregnant Workers Fairness Act. Employees and applicants will not be discriminated against with respect to pregnancy or pregnancy-related conditions, which includes post-pregnancy conditions such as the need to express breast milk for a nursing child. The Town will not refuse to hire a pregnant applicant or an applicant with a pregnancy-related condition because of the pregnancy or pregnancy-related condition (provided the applicant can perform the essential functions of the job with or without reasonable accommodation), nor will the Town deny any employment opportunity or take adverse action against an employee because of the employee's pregnancy, pregnancy-related condition, or request for reasonable accommodation.

The Town of Reading will reasonably accommodate qualified individuals with pregnancy-related conditions so that they can perform the essential functions of a job unless doing so creates a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Town of Reading. The Town of Reading may require documentation of the need for accommodation; however, no documentation will be required for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 lbs.; and (iv) private, non-bathroom space for expressing breast milk. Contact the Human Resources Director with any questions or requests for accommodation.

7.2.4. The Town of Reading's Anti-Harassment Policy and Complaint Procedure: The Town of Reading is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Town of Reading expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of the Town of Reading to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran or any other characteristic protected by state, federal or local law. The Town of Reading prohibits any such discrimination or harassment.

The Town of Reading encourages employees and requires managers/supervisors in the reporting of all perceived incidents of discrimination or harassment. It is the policy of the Town of Reading to promptly and thoroughly investigate such reports. The Town of Reading prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

7.2.5. Definition of Sexual Harassment, Workplace Harassment and Discrimination, Definitions of

Harassment: Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

- a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of their relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

7.2.6. Workplace Harassment /Bullying: The Town of Reading defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against

another or others, at the place of work and/or in the course of employment.” Such behavior violates the Town policies, which clearly state that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the Town of Reading will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The Town of Reading considers the following types of behavior examples of bullying:

- ◆ **Verbal bullying:** Slandering, ridiculing or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- ◆ **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- ◆ **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- ◆ **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

7.2.7. Workplace Violence: The Town of Reading will not tolerate physical violence, or threats of violence, directly, indirectly, or implied, whether in person, in writing, electronically, or by telephone, to the person or property of the Town, another employee or a person on Town property or in the course of Town business. Workplace violence may include violent or threatening physical contact, including pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault. It may also include stalking, violation of a restraining order, damage to the property of the Town or its employees, or threatening acts or abusive language that creates a hostile work environment. Employees found to be engaging in such behavior shall be disciplined, up to and including termination.

7.2.8. Individuals and Conduct Covered: These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the Town of Reading (e.g., an outside vendor, consultant, resident, or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

7.2.9. Complaint Process: Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, Human Resources or any member of management.

When possible, the Town of Reading encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Town of Reading recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

The Town of Reading encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal in writing to the Town Manager or the Human Resources Director.

Making knowingly false and/or malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action up to and including discharge of employment.

Please note that while this policy sets forth the Town’s goals of promoting a work environment that is free of all forms of workplace harassment and discrimination, this policy is not designed or intended to limit the Town’s authority to discipline or take remedial action for workplace conduct which the Town deems unacceptable, regardless of whether that conduct satisfies the definition of workplace harassment or constitutes discrimination.

7.2.10. Complaints of Discrimination or Workplace Harassment: Any employee who believes that they have been the victim of discrimination or workplace harassment has the right to file a complaint either in writing or orally.

Complaints should be reported to one of the following people:

- ◆ Their supervisor or the next level of superior in the Department, or
- ◆ Human Resources Director, (781) 942-9033, Town Hall, 16 Lowell Street, Reading, MA 01867
- ◆ Town Manager, (781) 942-9043, Town Hall, 16 Lowell Street, Reading, MA 01867

It is suggested, but not required, that an employee fill out a Complaint Form, which is available in the Human Resources Office. The Human Resources Director or the Town Manager is also available to discuss any concerns you may have and to provide information to you about the Town's policy on discrimination and workplace harassment and the complaint process.

7.2.11. Investigation: All complaints, verbal or written should be promptly reported to the Human Resources Director and investigated in a fair and expeditious manner. An investigator designated by the Human Resources Director or Town Manager shall meet promptly with the subject of the reported discrimination or workplace harassment and begin the investigation. Any employee involved in an incident of discrimination or harassment can expect that: (1) the complaint will be taken seriously and will be appropriately investigated; (2) the investigation will begin promptly and proceed in a timely manner; (3) steps will be taken to stop any discriminating or harassing behavior; and (4) due process rights will be respected.

The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Complaints will be addressed in a confidential manner to protect the privacy of all individuals involved. Information provided under this policy will be disclosed with others on a need-to-know basis only.

However, in order for the Town to take appropriate action, it may be necessary for the Town to disclose the complaining individual's name to the accused employee, and for the complaining individual to provide testimony before the accused employee in the presence of the appropriate authorities. The complaining individual and the accused employee may, if applicable, request union/association representation to assist them through the complaint process, in accordance with any process in any union contract that addresses the issue of an investigative procedure. After conducting an appropriate investigation, the investigator will determine whether the workplace harassment and discrimination policy has been violated and, if so, determine the severity of the behavior.

7.2.12. Disciplinary Action: If it is determined that inappropriate conduct has occurred, the Town will act promptly to eliminate the offending conduct and where appropriate, disciplinary action will be imposed. The investigator will recommend to the employee's supervisor, Department Head, Human Resources Director or Town Manager the appropriate action to resolve the situation including, but not limited to, the following:

- ◆ Verbal warning or reprimand;
- ◆ Verbal or written apology to the alleged victim;
- ◆ Written warning or reprimand entered into the employee's file;
- ◆ Conference with the alleged victim;
- ◆ Attending required counseling;
- ◆ Receiving a letter from the alleged victim; or
- ◆ Suspension, demotion or dismissal subject to collective bargaining agreements and applicable Federal, State and local law and bylaws.

These actions are not to be considered as progressive actions but rather may be taken in any order or combination to effectively deal with the situation. Any action except for a verbal warning or reprimand, a verbal or written apology to the complaining individual, or a written warning or reprimand entered into the employee's file, shall be handled by the Human Resources Director and the Town Manager. A written warning or reprimand, the requirement to have a conference with the complaining individual, the requirement to attend counseling sessions, the receipt of a letter from the complaining individual, or suspension or termination will all be documented in the accused employee's personnel file.

7.2.13. State and Federal Remedies: In addition, any person who believes that they have been subjected to workplace harassment or discrimination may file a formal complaint with either or both of the following governmental agencies:

Massachusetts Commission Against Discrimination ("MCAD")
1 Ashburton Place, Room 601
Boston, MA 02108
(617) 994-6000

Equal Employment Opportunity Commission ("EEOC")
J.F.K. Federal Building
15 New Sudbury Street, Room 475
Boston, MA 02203-0506
(1-800) 669-4000

Each of these agencies has a short time period for filing a complaint. (Equal Employment Opportunity Commission, 300 days; Massachusetts Commission Against Discrimination, 300 days. For claims of harassment against the Town Manager, see Article 5 of the Reading Home Rule Charter.

Section 7.3. Conflict of Interest:

All employees shall comply with the State Conflict of Interest Law (M.G.L. Ch. 268A) in all respects. In addition thereto:

1. Outside Employment - No employee shall accept outside employment if such outside employment directly interferes with an employee's performance. No employee shall receive or request compensation from, or act as an agent or attorney for anyone other than the municipality in relation to any matter in which the Town is a party or has a direct and substantial interest.

2. Solicitations and Acceptance of Gifts, Gratuities, Fees, Loans, etc. - No Town employee, acting in their professional capacity on behalf of the Town, shall solicit or accept any personal gift, gratuity, loan, fee or other thing of value. Employees may accept fees for work done on their own time provided the individual or group engaging the employee has no contractual relationship with the Town. No employee shall solicit any gift or gratuity from another employee.

3. No employee shall use or attempt to use their official position to secure unwarranted privileges or exemptions for themselves or others.

4. No employee shall, by their conduct, give reasonable basis for the impression that any person can improperly influence or unduly enjoy their favor in the performance of official duties, or that they are unduly affected by the kinship, rank, position or influence of any party or person.

Employees should be aware of the Policy on Defense of Actions Brought Against Public Employees, available from the Town Manager, which the Select Board adopted and was effective as of July 1, 1996.

Section 7.4. Political Activity:

It shall be the policy of the Town to appoint, promote, demote and remove all employees without regard to political considerations.

The political opinions or affiliations of any resident shall in no way affect the amount or quality of service a resident receives from the Town.

Town employees shall not engage in any political activities including, but not limited to, campaigning for themselves or individual candidates, or campaigning for support of or opposition to ballot questions, during working hours, nor in uniform nor on Town property (except in locations designated by the Town Manager), nor using Town resources including office space, equipment, vehicles, uniforms, etc. Employees shall not directly or indirectly use or seek to use the authority or influence of their positions to control or modify the political action of another person.

Any employee may, on their own time, and without the use of any Town resources, advocate for or against any ballot question. Town resources include office space, equipment, vehicles, uniforms, etc. Town employees may not participate in fund raising for any ballot question, may not solicit or receive any political funds from anyone, may not give, solicit, or receive political funds in any public building, and may not serve on any steering committee or as treasurer of any group that has as its purpose fund raising for any ballot question or candidate.

Nothing in this section shall be construed to prevent Town employees from becoming or continuing to be members of any political party, club or organization; attending political meetings during non-working hours, and not in uniform; expressing their views on political matters during non-working hours; circulating petitions on public questions or voting with complete freedom in any election.

Section 7.5. Use of Town Property:

The use of Town property and supplies for personal use is not permitted. Personal telephone calls shall be limited in number and duration and in the event that a personal call is necessary, the Town will be reimbursed for its cost (if any). As assigned by the Town Manager, overnight Town vehicles may be issued to specific on-call employees. Said usage may only be permitted to and from the workplace and not for personal use. Employees will be responsible for any tax obligations that stem from this fringe benefit.

Section 7.6. Drug Free Workplace:

The Town of Reading workplace shall be drug-free. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on Town-owned property. Employees who violate this condition of employment will be subject to appropriate personnel action up to and including termination.

Every employee will be made aware of the dangers of substance abuse in the workplace, and will be notified of the intent to maintain a substance-free workplace. Every employee will be notified of the availability of drug counseling rehabilitation and any other employee assistance activities that may exist. The penalty for drug abuse or substance abuse, such as conviction for a violation occurring in the workplace, may be required participation in a program approved for drug abuse rehabilitation by the Federal, State, or local health agency.

As a further condition of employment, employees will abide by the terms of this statement, and notify the Town Manager of any criminal substance abuse conviction no later than five (5) days after such conviction.

ARTICLE 8: CHANGE OF EMPLOYMENT STATUS

Section 8.1. Transfer:

A transfer takes place when an employee is assigned to a different job title with the same level of responsibility and at the same pay grade. A transfer may be either voluntary or involuntary. Employees who desire to voluntarily transfer within the Town may do so upon approval of the Town Manager if a position vacancy exists, and if the supervisor of the vacant position finds the employee qualified.

A request for voluntary transfer to a different department shall be submitted in writing to the Town Manager, who shall review the request with the Department Heads, and make a finding regarding the employee's suitability for the position. A request for voluntary transfer within a department shall be submitted in writing to the Department Head, who shall review the request, and make a recommendation to the Town Manager.

Employees whose services in a given position are no longer required, or whose performance fails to meet Town standards, may be transferred involuntarily to a different position. Involuntary transfers shall be ordered in writing by the Town Manager after consultation with the Department Heads affected.

A probationary period shall be mandatory following transfers. Employment status, benefits and anniversary date will not be affected by transfers. School and Library employees may be considered as transfers regarding this section.

Section 8.2. Promotion:

Promotion is the advancement of any employee to a position with a higher level of pay. Promotions may be awarded through the filling of a vacancy in a higher grade. When an employee is promoted to a higher pay grade, they will be placed in the appropriate grade for the new job at a step which will ensure no less than a five percent (5%) increase in pay.

Promotions will be made by the Town Manager in consultation with the Department Head and Human Resources Director

Employment status, benefits and anniversary date will not be affected by promotions. If an employee whose current position does not include time off benefits is promoted to a position that does include time off benefits, they may use time off benefits in accordance with section 5.1.9.

Section 8.3. Demotion:

Demotion is the assignment of an employee from one position to a position with less pay. Demotions may be ordered by the Town Manager:

- ◆ as a disciplinary action.;
- ◆ due to an unsatisfactory performance evaluation followed by continued unsatisfactory performance during the probationary period.
- ◆ a reclassification downward of an employee's position.
- ◆ the reorganization of Town services.

The Town Manager may, following consultation with a Department Head, assign the demoted employee to a position with a lower level of pay. A probationary period shall be mandatory following a demotion. Employment status, benefits and anniversary date will not be affected by demotions.

Section 8.4. Lay-Off:

Lay-off is the involuntary separation of an employee from the Town's service because of lack of work, lack of funds or the discontinuance of a position.

Lay-offs may be ordered for the above reasons, and may be for a definite or indefinite period of time. Lay-offs shall not be used as a disciplinary measure.

Lay-offs shall be determined by the Town Manager in the following circumstances:

- ◆ Upon discontinuance or reduction of a Town program or service;
- ◆ As a means of reducing salary and wage costs in order to meet budget restrictions;
- ◆ Upon reorganization of a Department or operating unit of the Town.

Lay-offs within positions performing the same functions shall be conducted in the following order:

1. Seasonal Employees
2. Temporary Employees
3. Part-time Employees
4. Full-time Employees

Employees separated by lay-off shall be given first consideration for new vacancies which may develop in the Town service within two (2) years.

Before ordering a lay-off, the Town Manager shall consult with the affected Department Heads and Human Resources Director. A determination shall be made on the number of positions to remain after the reduction in force

occurs. Where possible, transfers, demotions and reassignment shall be offered prior to lay-offs, beginning at the highest level where reductions need to be made and then proceeding downward in the table of organization. Employees in the same level shall then be evaluated in terms of performance and length of service to determine retention status.

The Town will attempt, unless circumstances make it impractical, to give no less than thirty (30) days written notice to any employee whose job is being eliminated or reduced in hours.

Section 8.5. Resignation:

Resignation is a voluntary action of any employee to terminate employment with the Town. A resignation shall be submitted in writing to the Town Manager and Human Resources Director with a copy to the Department Head at least two (2) weeks prior to the effective date of termination. All written resignations shall be deemed binding.

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

Section 8.6. Retirement:

All employees covered under the Retirement System shall be governed by the requirements and provisions of the System relating to retirement age and benefits.

An employee contemplating retirement should notify the Human Resources Director in writing at the earliest date that such a decision is being considered, in order to be aware of what benefits may be available through early notice (6 months) of retirement. (See Sections 9.3 and 9.14.11 of these policies.)

The employee should notify the Town Manager as soon as possible but not less than two (2) months before retirement. The employee should also apply to the Retirement System if pension benefits are available.

ARTICLE 9: TIME OFF BENEFITS AND WORKING CONDITIONS

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

All time off benefits will be in hours and determined on a calendar year basis. Any employee that works the four (4) day "Town Hall work week" shall have all paid time off benefits (sick, vacation, floating holiday, holiday, bereavement, etc.) calculated as if they worked a five (5) day work week.

The Town will maintain a complete and accurate record of attendance for each employee, setting forth the amount of time off benefits available for the calendar year, the dates of time off benefits used and the amount of time off benefits remaining for the calendar year. Such record shall be available for inspection by the individual employee upon reasonable request. The employee shall have the responsibility of reviewing the time off benefit record for accuracy.

The Town Manager may, from time to time, develop alternative benefit packages for Department and Division Heads.

Section 9.1. Service Credit:

Service credit is used primarily to determine eligibility for vacation time earned. Service to the Town shall be determined as the service accrued by a regular (part-time or full-time) employee, commencing from the date of employment, or benefit date if it is different from date of employment, which is uninterrupted except by vacation, military service, or other authorized leave of absence pursuant to Section 9.8 Family and Medical Leave Act, and Section 9.11 Leaves of Absence other than FMLA Leave.

Termination for any reason shall constitute a break in service. If a former employee of the Town (including Schools and/or Library) returns to the service of the Town and completes at least five (5) years of continuous service following such return, the amount of continuous service immediately preceding the interruption of work for the Town shall be added to the five (5) years of current service to compute a new service credit date. Service credit is not granted for any period of time that the employee was a temporary employee or a part time non-benefited employee. The probationary period will count for service credit. The Town Manager may choose to waive up to six (6) months of absence from service with the Town, therefore maintaining continuous service as if the employee never departed.

If the employee was eligible for and took sick leave buyback when they left the service of the Town, then the employee must repay to the Town the amount of money paid in sick leave buyback as a condition of being granted past accrued sick leave. The returning employee will be credited with the number of hours of sick leave that the buyback represented based on the rate of pay at the time of termination.

Section 9.2. Sick Leave, Accident Reporting and Worker's Compensation:

9.2.1. Sick Leave: All regular full-time and regular part-time employees who work twenty (20) hours or more per week shall be eligible for payment from accrued sick leave for time absent due to illness, injury, or medical appointments that cannot be arranged outside of regular working hours. This time may be used for the employee's own medical needs or to attend to a spouse, parent, child, or member of the same household. In the event an employee needs to call out sick from work, they must notify their Division supervisor and/or Department Head prior to their shift or as soon as reasonably possible. Unused sick leave shall be accumulated from year to year without limitation.

Up to five (5) days of accrued sick leave, not covered under Section 9.8 Family and Medical Leave Act, may be used by an employee to attend to a spouse, parent or child, or someone who lives in the same household as the employee, and who is ill. There will be no carry-over of this benefit from one calendar year to another calendar year. The Town Manager may extend the sick leave used in this manner beyond what is permitted. This extension of the leave will be granted only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case and denial of such a request is not subject to appeal.

When absence by reason of sickness or injury is for a period of three (3) consecutive days or more, the Department Head may require the employee to submit a letter from a regularly licensed practicing physician giving the prognosis of the sickness or injury before the employee shall be entitled to sick leave with pay. The Town, at its expense, reserves the right to have a physician examine the employee for return to work post illness, personal injury, and/or personal medical procedure.

An employee who is using paid time off (vacation, floating holiday, compensatory) and who is hospitalized for an injury or illness, at their option and provided that they have sick leave available, may have their time off benefit changed to paid sick leave for the period of the actual hospitalization.

9.2.2. Safety: It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize themselves with the emergency plan for their working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

9.2.3. Accident Reporting: It is the responsibility of the employee to report and to complete an Accident and Incident Report for workplace injuries such as slips, falls, contusions or any other health/safety incidents that occurs by an employee or that the employee witnesses. This report must be completed and submitted to Human Resources by the close of business on the date of occurrence. Failure to report a safety infraction or an injury in a timely manner may result in employee disciplinary action, and could delay or void disability claims.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or Town property at risk can lead to employee disciplinary action and/or termination.

The Health and Safety Committee shall have the responsibility to develop and the authority to implement the safety and health program including worksite accident investigations, in the interest of a safer work environment with the approval of the Town Manager.

9.2.4. Worker's Compensation: When absence is compensable under Worker's Compensation Law, an employee may, upon signing written authorization, be paid the difference between Worker's Compensation benefits and their regular base salary until part or all of their accumulated sick, vacation, floating holiday and compensatory leave has been used. Time off benefits used in this manner shall be charged up to a rate of 0.4 days for each day the employee is on Worker's Compensation leave. At no point shall an employee receive a combined total compensation exceeding their current salary with the Town effective of the date they were injured. The Town, at its expense, reserves the right to have a physician examine the employee for return to work post injury.

Section 9.3. Sick Leave Buyback:

All employees hired after August 31, 2009 are ineligible for the sick leave buyback. Eligible employees hired prior to September 1, 2009 who terminate employment (except termination by the Town or resignation not in good standing) and who work twenty (20) hours or more per week, after seven (7) years of benefited employment, shall be paid for unused sick leave not exceeding one hundred (100) days at fifty percent (50%) of their daily rate of pay at the time of their termination. Sick leave buyback shall be paid to the estate of any employee who is eligible for it at the time of their death.

Positions classified as supervisory and/or exempt on the job description on file are ineligible for the sick leave buyback unless the employee had been promoted to a supervisory and/or exempt position as classified by the job description on file and was eligible for sick leave buyback before being promoted. In this event, the employee will be compensated upon retirement or resignation for unused sick leave not to exceed one hundred (100) days at fifty percent (50%) of their daily rate of pay that was in effect prior to the promotion. Should a promoted employee have

less than one hundred (100) days of unused sick time at the time of promotion, he or she will not be able to add days to that total.

Section 9.4. Sick Leave Bank:

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

The Sick Leave Bank will be administered by a committee consisting of one (1) member to be elected from each of the constituent bargaining units that elects to participate. In addition, the Town Manager may appoint an additional number of members not to exceed one (1) less than the aggregate number of members representing the Unions. All members of the Sick Leave Bank Committee shall be participants in the Sick Leave Bank.

Employees eligible to withdraw sick leave days from the Sick Leave Bank must make application to the Sick Leave Bank Committee. The Committee may review the employee's records of attendance kept by the Town. The Sick Leave Bank Committee's decision shall be by majority vote and shall be final and not subject to the grievance and arbitration procedure.

Sick leave days may be deposited in the Sick Leave Bank in the following manner: Any employee eligible to participate in the Sick Leave Bank shall contribute four (4) days of their accumulated sick leave on July 1st of the year that the employee initially joins the Sick Leave Bank. Employees will contribute two (2) days annually on July 1st for the following four years, and then one (1) day annually on July 1st thereafter, unless they give written notification to the Sick Leave Bank Committee by June 30th that they wish to withdraw their membership in the Sick Leave Bank.

The Sick Leave Bank Committee may, with the approval of the Town Manager, vote to change the number of days contributed per year. If the number of hours in the Sick Leave Bank falls below 10,000, or if the membership in the Sick Leave Bank fluctuates significantly, then the policy of contributing two (2) days yearly for all members may be reinstated.

Unlimited sick leave days may be credited to the Sick Leave Bank by all employees, provided that, after the initial first year's contribution, no employee shall contribute more than two (2) days per year unless approved pursuant to Paragraph 4 above.

In order to be eligible to apply to the Sick Leave Bank for withdrawal of sick leave days, the employee must have used up all of their own accumulated sick leave, and be a participant in the Sick Leave Bank.

In order to be eligible to make application to the Sick Leave Bank, an employee must have suffered an illness or disability resulting in thirty (30) consecutive days of work missed; or resulting in five (5) days without pay, whichever comes first. That is, an employee with fewer than thirty (30) days of accumulated sick leave will not become eligible to withdraw sick leave from the Sick Leave Bank until they have gone five (5) consecutive work days without pay due to the same illness or injury; any employee with accumulated sick leave in excess of thirty (30) days shall be eligible to receive days from the Sick Leave Bank on the day following the exhaustion of their own accumulated sick leave. Paid vacation and/or floating holiday time may be allowed to be substituted for the five (5) days without pay. Notwithstanding the language in this paragraph, if an employee has missed thirty (30) days of work non-consecutively due to the same illness, then this paragraph may be waived by the Sick Leave Bank Committee.

The Sick Leave Bank Committee may require the employee to substitute paid accrued vacation and/or floating holiday leave for leave available from the Sick Leave Bank.

Any employee who is eligible for Worker's Compensation during the period of disability shall not be eligible for the use of the Sick Leave Bank.

Should the Sick Leave Bank be eliminated, all days accumulated shall be equally divided among the participants.

Applications to join or withdrawal time from the Sick Leave Bank may be obtained from any member of the Sick Leave Bank Committee or the Human Resources Director.

Section 9.5. Bereavement:

This benefit is available to all regular full-time and regular part-time employees who work twenty (20) hours or more per week. Bereavement time will be granted per instance. Questions should be directed to one's Department Head.

Leave with pay, up to one (1) week of one's regular work scheduled hours, will be granted for death in the immediate family. Immediate family is defined as a spouse, parent, step-parent, grandparent, grandchild, sibling, children, step-children, parent-in-law, or children-in-law.

Leave with pay, up to one (1) day, will be granted to any employee to attend the funeral or other memorial service of other members of their family defined as aunt, uncle, cousin (first), sibling-in-law, niece or nephew, or any other member of their household.

Section 9.6. Military Leave:

The Town will comply with the applicable provisions of the federal Uniform Services Employment and Reemployment Rights Act (USERRA), and any other applicable state or federal law, with respect to employment, reemployment and protection of employee benefits during military service. The Town shall not discriminate against

any employee or prospective employee because of past, present or future application for, or membership in a uniformed armed service.

Employees who are regular employees and who serve in the Armed Forces of the Commonwealth, or as members of an organized unit of a ready reserve component of the Armed Forces of the United States, under orders, will be allowed the difference between base pay they receive for such service and their regular rate of compensation from the Town, in performance of the member's annual active duty for training requirements (e.g., the 2 or 3 week annual encampment).

The Town, at its option, reserves the right to require the reservist to present written orders or suitable military documentation to support the military absence. Active (drilling) reservists should to present their annual (or semiannual) unit training calendar to their supervisor within thirty (30) days of its publication. The employee will confirm their request for such military absence in accordance with existing Town policy for all other absences. In that all military absences cannot be forecasted so as to enable the reservist to comply with the Town's policy of advance notice, a reasonability standard will be applied. The reservist is required to give such reasonable notice, assuming they have been sufficiently informed by their military unit.

Section 9.7. Jury Service:

Jury service for employees shall be paid by the Town in accordance with the policy adopted by the Commonwealth of Massachusetts or the employee's state of residence. If the jury fees, exclusive of travel allowances, received by said employee for such jury duty shall be less than the regular pay received by him from the Town, the difference between said fees, and regular pay shall be paid to such employee by the Town. However, as a condition to receiving such payment, the employee agrees that if discharged for a reasonable portion of regular work hours, the employee will report to their supervisor for such work as may be assigned. An employee performing such jury duty and who desires the benefits of this section may be required to present weekly to the Department Head a certificate by the Court or a duly authorized representative as to the time spent by the employee in such jury duty during such week.

Section 9.8. Family and Medical Leave Act:

The provisions of the Family and Medical Leave Act of 1993 (FMLA) entitle an eligible employee to a total of twelve (12) workweeks of unpaid leave during a twelve (12) month period for one or more of the following reasons:

1. The birth and care of the newborn child of the employee;
2. The placement with the employee of a child for adoption or foster care;
3. To care for an immediate family member (spouse, child or parent) with a serious health condition;
4. To take medical leave when the employee is unable to work because of a serious health condition;
5. A qualifying exigency (need) arising out of the fact that the employee's spouse, child, or parent is a covered military member of the National Guard and Reserves on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;
6. Military caregiver leave (i.e. covered service member leave) to care for a service member with a serious injury or illness incurred in the line of duty on active duty. Eligible employees who are the spouse, child, parent, next of kin (closest blood relative), are entitled to a special leave entitlement of up to twenty-six (26) weeks to care for a covered service member during a single twelve (12) month period.

Leave qualifying as FMLA may either be requested by the employee or will be designated as FMLA leave by the Town when it appears that the reason for the leave fits the Family and Medical Leave Act.

9.8.1. Definitions: The following definitions apply to this Article:

1. Eligible Employee: An employee who has worked for the Town at least twelve months (consecutive or non-consecutive, provided that the break in service does not exceed seven years unless due to National Guard or Reserve military service obligations), and has actually worked 1,250 hours (including paid time off) during the previous twelve (12) month period.

2. Twelve (12) Month Leave Period - The twelve (12) month period used for determining an employee's twelve (12) week FMLA leave entitlement will be a "rolling" twelve (12) month period measured backward from the date the employee begins the use of FMLA leave. The employee should submit a written request prior to the start of the FMLA leave.

3. Covered Service Member: A current member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

4. Qualifying Exigency: Must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, h) additional activities that arise out of active duty, provided that the employer and the employee agree, including agreement on timing and duration of the leave.

5. Serious Health Conditions: An illness, injury, impairment or physical or mental condition that involves: a) incapacity or treatment as an in-patient in a hospital, hospice, or residential medical care facility, or b) incapacity caused by a health condition requiring absence from work, school, or other regular daily activities for more than three calendar

days and requiring two visits to a health care provider, with the first visit within seven days of the onset and a second visit within thirty (30) days of the capacity, or c) incapacity or continuing treatment by a health care provider for a chronic or long-term health condition requiring periodic health care visits for treatment (at least twice a year), or d) incapacity due to pregnancy or prenatal care, or e) incapacity that is permanent or long-term due to a condition for which treatment may not be effective, or f) absences to receive multiple treatments for a condition that likely would result in an incapacity of more than three consecutive days if left untreated.

9.8.2. Health Insurance Continuation: The Town will maintain health plan coverage for any employee who takes FMLA at the same level and conditions that would have applied if the employee had not taken leave. The employee must continue to pay their share of this coverage, either through payroll deduction or over the counter in the Collector's Office. If the employee fails to return to work following the expiration of the period of FMLA leave, the employee will be obligated to pay to the Town the entire Town contribution to the employee's medical insurance plan for the entire period of FMLA leave, except in certain limited circumstances required by law.

9.8.3. Time Off Benefits: The employee shall continue to accrue time off benefits such as vacation time, sick leave, holidays, and floating holidays while out on FMLA.

9.8.4. Guarantee of Job: The employee will be able to return to their prior position or a position with equivalent benefits, pay and other terms and conditions of employment. An exception to this guarantee is that the highest paid ten percent (10%) employees of the Town may be notified that their leave, or the continuation of their leave, would cause grievous economic injury to the Town and cannot be granted. If one of these employees elects not to return to work after such a notice, the Town may then deny later reinstatement.

9.8.5. Limits: The following limits will apply to the leave granted under this Article:

1. Leave for the birth or placement of a child expires at the end of the twelve (12) month period beginning on the date of such birth or placement;

2. Leave for the birth or placement of a child or placement of a child for adoption or foster care may not be taken intermittently;

3. Leave for the birth or placement of a child or to care for a sick parent may be limited to a total of twelve (12) weeks when both a husband and wife work for the Town and are eligible for leave;

4. A child for whom family medical leave may be taken is one under 18 years of age or one who is incapable of self-care because of mental or physical disability;

5. A child includes an adopted, foster or stepchild, a legal ward or a child of a person standing in loco parentis;

6. A parent includes biological or adoptive parents of an employee, or a person who stands or stood in loco parentis to an employee;

7. Spouse means a husband or wife under the Laws of the Commonwealth of Massachusetts;

8. The Town shall require the employee to substitute paid accrued vacation, floating holiday or sick leave for leave available under the Act;

9. Under this policy, an employee can substitute paid sick leave for their own leave because of a serious health condition or for that of a spouse, child, or parent;

10. Employees who give birth may use up to eight (8) weeks of sick time, unless medical documentation precludes return to work.

11. Employees whose spouse gives birth may utilize up to two (2) weeks of sick time not counted against family sick leave.

11. When medically necessary, leave for a serious health condition may be taken intermittently. The Town may require an employee to provide certification for intermittent leave for planned medical treatment indicating the timing and duration of treatment. The Town may also require the employee to transfer to a position with equivalent pay and benefits which may better accommodate recurring periods of leave;

12. The Town may require thirty (30) days' notice of planned medical treatment, or such notice as is practicable;

13. The Town may require proof from a health care provider of a serious health condition of a family member or employee, to include:

(a) The date on which condition commenced;

(b) The probable duration of the condition;

(c) The appropriate medical facts about the condition within the knowledge of the health care provider;

(d) Either a statement that the employee is needed to care for a family member or that the employee is unable to perform the functions of their position;

(e) In the case of intermittent or reduced leave for planned medical treatment, the dates on which treatment is scheduled and its expected duration;

14. The Town may require the employee to obtain the opinion of a second health care provider of its choosing; a third opinion may also be sought which is to be approved by both parties and which is binding. The Town will pay for these opinions;

15. The Town may require recertification of the serious health condition during a leave, and may require an employee to report on their status and intention to return to work;

16. The Town may require a fitness for duty note from a health care provider before a return to work from a serious health condition. As a follow-up, the Town may also send the employee for a fitness for duty appointment with the Town physician, as needed. Said follow-up appointment will be paid for by the Town.

Section 9.9. Massachusetts Parental Leave Act: The Town will comply with the Massachusetts Parental Leave Act. Any time taken shall be applied similar to the Family Medical Leave Act including continuous time off benefits accruing and mandatory use of time off benefits during said leave.

Section 9.10. Massachusetts Domestic Violence Leave Act: Employees are eligible for up to fifteen (15) days of unpaid leave from work in any twelve (12)-month period if you or a family member are a victim of abusive behavior and you are using the leave from work to:

- seek or obtain medical attention, counseling, victim services or legal assistance;
- secure housing;
- obtain a protective order from a court;
- appear in court or before a grand jury;
- meet with a district attorney or other law enforcement official;
- attend child custody proceedings directly related to the abusive behavior; or
- address other issues directly related to the abusive behavior.

The perpetrator of the abusive behavior against a family member is not eligible for Domestic Violence Leave. Employees are required to notify the Town of Reading in advance of the employee's need to take domestic violence leave, unless there is a threat of imminent danger to the employee or the employee's family member. If there is such a threat, you must provide notice within three (3) workdays following the absence.

In addition to notice of the need for leave, the employee must provide documentation of the reason for the leave, including any of the following: a protective order; a document printed on the official letterhead of a court or other agency or other official letterhead from which the employee sought assistance related to abusive behavior; a police report or statement to police; official adjudication documents showing the perpetrator's involvement in the criminal justice system; documentation of medical treatment; a sworn statement from a professional advocate; or the employee's own sworn statement, executed under penalty of perjury.

All information related to Domestic Violence leave will be kept confidential by the Town and will not be disclosed, except in limited circumstances in accordance with applicable law.

For purposes of this policy, "family member" means persons:

- who are married to one another;
- in a substantive dating or engagement relationship and who reside together;
- having a child in common regardless of whether they have ever married or resided together;
- in a parent, step-parent, child, step-child, sibling, grandparent or grandchild relationship; or
- in a guardianship relationship.

Employees are required to use all annual, vacation, personal, or sick leave already available prior to requesting or taking leave under this policy. To the extent an employee is eligible for leave under the federal Family and Medical Leave Act ("FMLA") and the Massachusetts Domestic Violence Leave Act, such leaves will run concurrently.

Section 9.11. Unpaid Leaves of Absence - Other than FMLA Leave:

The Town Manager may grant leaves of absence, other than leave under the Family Medical Leave Act leave, for good cause without pay to all employees. In reviewing requests for leave, consideration shall be given to:

1. The nature of the reason;
2. The employee's work record;
3. Impact on operation of the Town.

The leave may be immediately canceled if the employee unilaterally does not comply with the terms of the leave agreed upon.

All requests for leave must be in writing, and a recommendation by the Department Head in writing is required.

The rate of pay for an employee returning from a leave of absence shall be the applicable pay for the same position which the employee held immediately prior to the leave, if the employee is returning to the same position.

Benefits will not accrue during a leave of absence in excess of thirty (30) days. Specifically, no paid holidays, vacation, floating holidays, sick leave or seniority will accrue.

The Town will not make any payment toward an employee's health or life insurance plans for the period of the leave in excess of thirty (30) days. Employees have the option, however, of maintaining their coverage after the thirty (30) day period by paying the full premium or COBRA rate, as applicable. The Collector's Office must be notified by the employee if coverage is desired so that the premium cost can be paid directly by the employee for the period of the leave.

Section 9.12. Small Necessities Leave Act:

The Small Necessities Leave Act provides up to twenty-four (24) hours of unpaid leave during any twelve (12)-month period to an eligible employee for the purpose of:

1. participating in school activities directly related to the educational advancement of the employee’s child, such as parent-teacher conferences or interviewing for a new school;
2. accompanying the employee’s child to routine medical or dental appointments, such as check-ups or vaccinations; and
3. accompanying an elderly relative of the employee to routine medical or dental appointments and appointments for other professional services related to the elder’s care, such as interviewing at nursing or group homes.

This leave is in addition to any leave the employee may be entitled to under the Family and Medical Leave Act (FMLA).

9.12.1. Eligibility: The following shall be conditions for eligibility under this Section:

- ◆ Those who have been employed for at least twelve (12) months;
- ◆ Those who have provided at least 1,250 hours of service, including paid time off, in the twelve (12) month period prior to the leave request.

9.12.2. Timing of Twelve (12) Month Leave Period: The twelve (12) month period used for determining an employee's 24 hours of leave entitlement will be a "rolling" twelve (12) month period measured backward from the date the employee begins the use of the leave.

9.12.3. Limits: The following limits will apply to the leave granted under this section:

1. An employee is required to provide their employer with at least seven (7) days’ notice when the need for leave is foreseeable. If the need for leave is not foreseeable, the employee is required to provide the employer with such notice as is practicable under the circumstances.
2. The Town shall require the employee to substitute paid accrued vacation, floating holiday or sick leave for any of the leave available under this Act. However, an employer is not required to provide paid sick leave in any situation in which the employer would not normally provide such leave.
3. An employee may take leave under this Act on an intermittent or reduced leave basis.

Section 9.13. Holidays:

9.13.1. All regular full time and regular part time employees who work twenty (20) or more hours per week shall be entitled to the following twelve (12) holidays, in accordance with Commonwealth’s schedule, with pay when they fall within their regular workweek:

New Year’s Day	Memorial Day	Columbus Day
Martin Luther King Jr. Day	Juneteenth Independence Day	Veterans Day
Washington’s Birthday	Independence Day	Thanksgiving Day
Patriots' Day	Labor Day	Christmas Day

9.13.2. At the beginning of each calendar year Human Resources will notify employees on which day a holiday will be celebrated and/or observed if it is scheduled to fall on a weekend day.

9.13.3. In the event a non-exempt employee is required to work on a Town-recognized holiday, they shall be compensated for the number of hours worked at double time. In the event an exempt employee is required to work on a Town-recognized holiday, they will be given an alternative day off within twenty-eight (28) calendar days at the convenience of the Department.

9.13.4. In order to qualify for paid holidays, an employee shall have been employed on the last regularly scheduled work day prior to, and the next regularly scheduled day following such holiday.

9.13.5. As Town Hall is closed on Fridays, employees who work their normal scheduled hours during the Monday-Thursday workweek shall forfeit holidays that are celebrated/observed on Fridays and Saturdays.

9.13.6. Employees who work five (5) day workweeks shall receive Fridays off if the Commonwealth celebrates/observes a particular holiday on a Saturday.

Section 9.14. Vacations:

Paid vacations are available to all regular full time and regular part time employees who work twenty (20) or more hours per week. Vacation time shall be earned on a monthly basis but advanced annually. The following applies to all non-exempt and exempt employees as defined in Sections 3.6.5 and 3.6.4. See the chart below.

9.14.1. Vacation shall accrue at the rate of 5/6 days per month for the remaining portion of the calendar year in which the employee is hired. Thereafter, vacation will be advanced to an employee on January 1 for the entire calendar year with the expectation that the employee will continue to work for the Town and accrue the vacation, which was advanced on January 1, over the course of that entire calendar year.

9.14.2. Two (2) weeks' vacation with pay will be advanced to all regular employees beginning January 1 after their employment.

9.14.3. Three (3) weeks' vacation with pay will be advanced to all regular employees beginning on the date of completion of their fifth year of continuous service. On January 1 of the year in which the completion of the fifth year of continuous service is to be met, the vacation advanced will be the two (2) weeks earned plus the prorated amount of the third week earned that year.

9.14.4. Four (4) weeks' vacation with pay will be advanced to all regular employees beginning on the date of completion of their tenth year of continuous service. On January 1 of the year in which the completion of the tenth year continuous service is to be met, the vacation advanced will be three (3) weeks earned plus the prorated amount of the fourth week earned that year.

9.14.5. A fifth week of vacation with pay will be phased in for all regular employees who have completed their twentieth year of continuous service. On January 1 of the year in which the completion of the 20th, 21st, 22nd, 23rd or 24th year of continuous service are to be met, one (1) additional day each year of vacation in addition to the four (4) weeks previously earned will be advanced so that upon the completion of the 24th year of service, a total of five (5) weeks of paid vacation will be earned.

VACATION SCHEDULE FOR ALL ELIGIBLE EMPLOYEES		
Completed years of employment	NUMBER OF VACATION DAYS	
	COLUMN A Non-Exempt Employees	COLUMN B Exempt Employees
0 – 4	10	15
5 – 9	15	20
10	20	21
11	20	22
12	20	23
13	20	24
14	20	25 (maximum)
15 – 19	20	
20	21	
21	22	
22	23	
23	24	
24	25 (maximum)	

9.14.6. The Town Manager may set a different vacation schedule based upon relevant years of service with another municipality, the Commonwealth of Massachusetts, or in the private sector.

9.14.7. Vacations must be taken within the calendar year. An employee advanced up to three (3) weeks' vacation may elect to carry over one week of vacation into the next calendar year. An employee advanced four (4) weeks or more vacation may carry over up to two (2) weeks of vacation into the next calendar year. Any vacation carried over must be taken by June 30th of the next calendar year. Any unused time will be forfeited. Time carried over must have prior approval of the Department Head. Any additional carryover must be approved by the Town Manager.

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

9.14.9. If a holiday falls within the vacation period, the employee shall not be charged vacation pay, but rather holiday pay, as applicable.

9.14.10. Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on their part, or by resignation in good standing, retirement or death, they or their estate shall be paid at the regular rate of compensation payable at the termination of employment, an amount in lieu of earned but unused vacation.

9.14.11. An employee whose employment is voluntarily or involuntarily terminated with the Town shall forfeit Any vacation balance advanced on January 1 but not yet accrued by the employee that calendar year (determined on the monthly accrual basis referred to in 9.14.1) as of the termination date. Any such employee who has taken vacation in excess of that which the employee has accrued that calendar year as of the termination date (pursuant to 9.14.1) must compensate the Town for the excess vacation taken either directly or by withholding from paychecks. Employees

who are retiring and give at least six (6) months notice will be entitled to the full year's paid vacation without pro-ration. This option is available only once. If, after giving six (6) months notice, an employee decides not to retire, the employee may not take advantage of this option again.

Section 9.15. Floating Holidays:

A "floating holiday" is a day that is taken at the employee's discretion with the prior approval of the Department Head. Each employee will be given two (2) floating holidays per calendar year which must be used within that calendar year. Unused floating holiday time cannot be carried over into the next calendar year.

Section 9.16. Group Health and Life Insurance Benefits:

The Town complies with State Law regarding group health and life insurance. The Town will provide and may amend a package of group health and life insurance benefits to its regular full time and regular part time employees who work twenty (20) or more hours per week. Employees have a right to choose from among available medical benefits or may decline such benefits.

The benefit plan, if any, in effect for each employee at the time of retirement shall be in accordance with the Public Employee Committee's written agreements. The Town recognizes the validity of a coalition bargained agreement dealing with the subject of group health and life insurance, and the Town and its employees recognize that, unless there is a change in State statutes to the contrary, they are bound by this agreement as it may be modified through the coalition bargaining process from time to time.

Section 9.17. Employee Assistance Program:

The Town of Reading may offer its regular employees and/or their immediate families an Employee Assistance Program hereafter known as "EAP". The goals of this program are:

1. To retain valued employees;
2. To restore productivity through early identification of personal problems; and
3. To motivate employees to seek help with life management problems.

The EAP consists of an outside counseling group retained by the Town to provide professional counseling and referral services. Their trained personnel can quickly assess an employee's problem, provide short-term counseling and/or referral and follow-up services until the problem is resolved.

Talking to an EAP counselor is free. Costs occur to the employee only if professional help is recommended by the counselor. Most professional services will be covered, either partially or totally, by the employee's existing health insurance.

Information on the EAP will be posted prominently, will be available in all Town buildings, and will be available from the Human Resources Director.

An employee's private life is not the concern of the Town. However, when an employee's personal life problems and stress begin to affect their job performance or attendance, the matter becomes a justifiable concern of the Town.

When an employee's job performance is impaired, normal supervisory assistance will serve as the motivation by which employee's job performance will return to an acceptable level in most cases. In those cases where normal remedial or supervisory assistance does not correct performance problems, outside or personal problems may be the cause.

The Town encourages all employees experiencing physical illness, mental or emotional distress, financial hardships, marital or family difficulties, substance abuse or addiction, legal problems or any other concerns, to seek appropriate help. In most cases, identifying the problem and receiving appropriate assistance will lead to its successful resolution. The Town supports and encourages employees in their efforts to resolve personal or family problems.

The Town believes an employee's job performance may be affected by the problems of family members. For this reason, the Town extends the same offer of assistance to the immediate family of all regular employees.

All contacts with the Employee Assistance Program are completely confidential. Records are kept at the EAP offices, and may not be released without the employee's written consent.

The Town's concern with life management problems is strictly limited to an employee's job performance. Employees are assured that their job security, future reputation or promotional opportunities will not be jeopardized by participation in the EAP.

Participation in the EAP is, however, voluntary. In cases where a supervisor has suggested the services of the EAP, the employee may elect not to take advantage of it. Where disciplinary action has been initiated, such procedures will continue. Disciplinary action may continue whether or not an employee participates in the EAP. If an employee does take advantage of the EAP, it still remains the employee's responsibility to meet job requirements. The EAP is meant to be a positive adjunct for employees, not a way to excuse substandard performance.

Section 9.18. Professional Development:

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

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

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

Attendance at professional development programs is dependent upon the following:

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

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

Section 9.19. Office Closings:

In extreme cases, the Town Manager may order the closing, late opening or early closing of non-essential buildings such as the Town Hall or the Library. Every effort will be made to contact employees such as telephone calls, text messages, email and/or the Town's web-based presence. Department Heads should follow-up with their staff to ensure this communication is received. In such instances, employees scheduled to work will not be charged for the time off. Those scheduled to not work due to vacation or some other paid time off will still be charged in accordance with their pre-arranged paid time off usage.

In cases where an employee feels personally at risk due to extreme weather conditions, or other extreme emergency, and an office closing or delay has not been ordered, the employee may make up the time or take paid time off (excluding sick time) for work hours missed.

It is the responsibility of the Department Head to ensure that there is adequate office coverage at all times when Town buildings are open for business.

Section 9.20. Personal Property:

The Town shall reimburse employees for the reasonable replacement cost of personal property (glasses, artificial teeth, watches, etc.) which is required by the job and damaged by accident in the course of employment. Employees should use all reasonable precautions to prevent loss or damage by accident to personal property.

Section 9.21. Technology Equipment and Internet Usage:

The Technology Division shall administer policies that remain up to date regarding, but not limited to, best practices, equipment usage and security protocols. These shall pertain to all employees that utilize Town-issues equipment such as desktop computers, laptops, cell phones, office phones, printers, facsimile machines, copiers, tablets or any other equipment under the jurisdiction of the Technology Division. All equipment shall only be used for Town-related business and not personal or other use.

The Town's Internet access shall only be used for business purposes. Employees should not use the access for non-related business purposes.

Section 9.22. Remote Work:

As a public employer, the Town is expected to provide in-person customer service to its constituents. However, temporary telecommuting arrangements may be approved for circumstances such as inclement weather or special projects. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance, and shall not exceed more than one (1) working day per week. These temporary arrangements are to be pre-approved by the Department Head.

In extraordinary circumstances, as determined by the Town in its sole discretion, an employee may be permitted to work remotely on a regular or ad hoc basis. Requests of this nature shall be made to the

Department Head, who, if accepting the request, shall gain approval from the Town Manager and Human Resources Director prior to permitting remote work. The employee shall be notified in writing of the decision on their request along with any conditions of continuance. Employees that work remotely are expected to perform their regular essential duties during their normal work hours. Should an employee need to step away from their work, they must notify their immediate supervisor to make them aware of their absence. Time not worked during said absence shall be made-up or substituted with paid time off (excluding sick time, as applicable). Employees shall be held accountable for their time spent on remote work as though they were in the office.

ARTICLE 10: DISCIPLINARY ACTION

Disciplinary action is the action taken as a result of unsatisfactory performance, absenteeism, or misconduct by an employee.

Actions which may result in immediate suspension without pay, demotion or dismissal could include but are not limited to:

1. Absence from duty for one (1) work day or more without notice and/or without approval of the employee's supervisor. This shall be considered a resignation not in good standing;
2. Insubordination or serious breach of professional conduct;
3. Intoxication or use of alcohol, drugs or controlled hazardous substances while on duty;
4. A pattern of chronic or excessive absenteeism not related to a legitimate illness;
4. Disorderly conduct while on duty;
5. Breaking of any Town, State or Federal law while at work;
6. Conviction of a criminal act or offense;
7. Negligence, willful damage or private use of public property or of public supplies;
8. Use or attempt to use one's authority or official influence to control or modify the political actions of any Town employee, or engaging in any form of political activity during working hours.

This list is for illustrative purposes only.

Action for the offenses listed below will generally be taken in the following order: oral reprimand, written reprimand, suspension with or without pay, demotion and dismissal. The Town reserves the right to advance to any stage in the order of discipline, including dismissal, for any offense depending on the seriousness of the offense, or where it believes the public health, safety, or welfare warrants other action or where the Town Manager believes other action is appropriate.

1. Neglect of duty;
2. Failure to report to work after authorized leave has expired, or after such leave has been disapproved or revoked;
3. Incompetence or inefficiency;
4. Willful violation of any statutes, rules, regulations, Departmental regulations, or policies relating to Town employees.

Oral reprimands may be administered by the Department Head or by the Town Manager. An employee who is issued an oral reprimand will be specifically informed of the oral reprimand, and the Department Head may keep a written notation of the oral reprimand although that notation will not be kept in a personnel file.

A written reprimand may be issued by the Department Head with a copy to the Town Manager, or by the Town Manager directly with a copy to the Department Head, and a copy will be included in the personnel file.

All other forms of discipline will be administered by the Town Manager upon consultation with the Department Head. A record of all disciplinary action (except for oral reprimands) will be included in the employee's personnel file.

Any employee being disciplined shall have a right to be informed of the charges and penalties assessed, and shall have a right to discuss these with the Department Head or Town Manager, whoever is administering the discipline. Appeal from a disciplinary action may be made in accordance with Article 11.

ARTICLE 11: COMPLAINTS PROCEDURE

All differences, disputes and complaints that may arise between Town employees and their respective Departments shall be considered at reasonable times during working hours and handled in the following steps:

Step 1: Within five (5) business days following the incident which gave rise to the complaint, the aggrieved employee may take their complaint to the immediate supervisor for resolution. If the matter is not resolved to the satisfaction of the employee within two (2) business days, the employee may proceed to Step 2.

Step 2: Within five (5) business days following the completion of Step 1, the employee may meet with their immediate supervisor and their Department Head to resolve the complaint. If the complaint is not resolved to the satisfaction of the employee within five (5) business days, the employee may proceed to Step 3.

Step 3: Within five (5) business days following the completion of Step 2, the employee may notify the Town Manager, in writing, of their complaint. The decision of the Town Manager shall be final and binding upon all parties concerned.

All differences, disputes and complaints that may arise between Library employees and their supervisors shall be handled in the manner stated above.

ARTICLE 12: CONFLICT WITH CIVIL SERVICE AND OTHER REGULATIONS

Nothing in this Policy shall be construed to conflict with Chapter 31 of the Massachusetts General Laws.

To the extent that these policies conflict with applicable Civil Service or other requirements, and the Civil Service or other requirements are binding on the Town, the Civil Service or other requirements shall apply only to the extent that there is a conflict.

Generally, to the extent there is any conflict between the terms of these personnel policies and the Charter or the By-Laws, the terms of the Charter or the By-Laws shall control. If there is any conflict between the terms of these personnel policies and any written or collective bargaining agreement, the terms of the written contract or collective bargaining agreement shall control only to the extent that there is a conflict.

ARTICLE 13: EFFECT OF INVALIDITY

The invalidity of any section or provision of this policy shall not invalidate any other section or provision thereof.

ARTICLE 14: EFFECTIVE DATE

This policy is effective as of the date it is approved by the Select Board. This policy will not be construed to deprive any person employed at the effective date of this policy of any promotional right in normal career development, nor change the existing status of any employee. However, the Town may modify schedules, shifts, squads, or work units to eliminate any potential for conflict under this policy.

Original Adoption:	December 1988
Revised:	December 18, 1990
	September 13, 1994
	August 26, 1997
	December 14, 1999
	May 21, 2002
	April 15, 2003
	October 6, 2009
	January 18, 2022

The following schedules are available from the Human Resources Director.

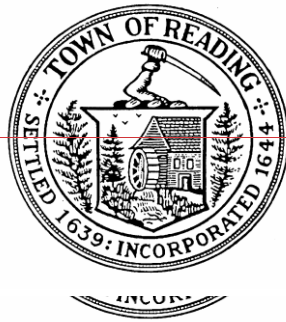
Schedule A-1, Classification Plan

Schedule B-1, Compensation Plan

Schedule A-2, Classification Plan - Seasonal Employee

Schedule B-2, Compensation Plan - Seasonal Employee

Town of Reading Massachusetts



PERSONNEL POLICIES

(Revised October 6, 2009)

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TOWN OF READING, MASSACHUSETTS	
<u>PERSONNEL POLICIES</u>	
ARTICLE 1: AUTHORIZATION	1
ARTICLE 2: STATEMENT OF PERSONNEL PHILOSOPHY	1
ARTICLE 3: DEFINITIONS	2
ARTICLE 4: APPLICABILITY	3
ARTICLE 5: ADMINISTRATION	4
–Section 5.1 Hiring	4
–Section 5.2 Job Description	6
–Section 5.3 Mandatory Reviews	6
–Section 5.4 Maintenance of and Access to Personnel Records	7
ARTICLE 6: CLASSIFICATION AND COMPENSATION PLANS	7
–Section 6.1 Classification Plan	7
–Section 6.2 Compensation Plan	8
ARTICLE 7: EMPLOYEE GUIDELINES	9
–Section 7.1 Nepotism	10
–Section 7.2 Harassment and Discrimination Prohibited	10
–Section 7.3 Conflict of Interest	14
–Section 7.4 Political Activity	15
–Section 7.5 Use of Town Property	15
–Section 7.6 Drug Free Workplace	15
ARTICLE 8: CHANGE OF EMPLOYMENT STATUS	16
–Section 8.1 Transfer	16
–Section 8.2 Promotion	16
–Section 8.3 Demotion and Reassignment	16
–Section 8.4 Lay Off	17
–Section 8.5 Resignation	17
–Section 8.6 Retirement	18
ARTICLE 9: BENEFITS AND WORKING CONDITIONS	18
–Section 9.1 Service Credit	18
–Section 9.2 Sick Leave	19
–Section 9.3 Sick Leave Buyback	20
–Section 9.4 Advancement of Sick Leave	20
–Section 9.5 Sick Leave Bank	21
–Section 9.6 Bereavement	22
–Section 9.7 Military Leave	22
–Section 9.8 Jury Service	23
–Section 9.9 Family and Medical Leave Act	24
–Section 9.10 Leaves of Absence other than FMLA Leave	26
–Section 9.11 Small Necessities Leave Act	27
–Section 9.12 Holidays	28
–Section 9.13 Vacations	28
–Section 9.14 Group Health and Life Insurance Benefits	30
–Section 9.15 Employee Awards	30
–Section 9.16 Employee Assistance Program	31
–Section 9.17 Employee Development	32
–Section 9.18 Office Closings	32
–Section 9.19 Personal Property	33
ARTICLE 10: DISCIPLINARY ACTION	33
ARTICLE 11: COMPLAINTS PROCEDURE	34
ARTICLE 12: CONFLICT WITH CIVIL SERVICE AND OTHER REGULATIONS	35
ARTICLE 13: EFFECT OF INVALIDITY	35
ARTICLE 14: EFFECTIVE DATE	35

DRAFT August 30, 2022

**TOWN OF READING, MASSACHUSETTS
PERSONNEL POLICIES**

ARTICLE 1: AUTHORIZATION 1

ARTICLE 2: STATEMENT OF PERSONNEL PHILOSOPHY 1

ARTICLE 3: DEFINITIONS 2

 SECTION 3.1. APPOINTING AUTHORITY: 2

 SECTION 3.2. CHARTER: 2

 SECTION 3.3. CONTINUOUS SERVICE: 2

 SECTION 3.4. DEPARTMENT: 2

 SECTION 3.5. DEPARTMENT HEAD: 2

 SECTION 3.6. EMPLOYEE: 2

 SECTION 3.7. HUMAN RESOURCES DIRECTOR: 2

 SECTION 3.8. POSITION: 2

 SECTION 3.9. TOWN: 2

ARTICLE 4: APPLICABILITY 2

ARTICLE 5: ADMINISTRATION 3

 SECTION 5.1. HIRING: 3

 SECTION 5.2. JOB DESCRIPTION: 5

 SECTION 5.3. MANDATORY REVIEWS: 5

 SECTION 5.4. MAINTENANCE OF AND ACCESS TO PERSONNEL FILE AND RECORDS: 5

ARTICLE 6: CLASSIFICATION AND COMPENSATION PLANS 6

 SECTION 6.1. CLASSIFICATION PLAN: 6

 SECTION 6.2. COMPENSATION PLAN: 6

ARTICLE 7: EMPLOYEE GUIDELINES 7

 SECTION 7.1. NEPOTISM: 7

 SECTION 7.2. WORKPLACE HARASSMENT AND DISCRIMINATION PROHIBITED: 8

 SECTION 7.3. CONFLICT OF INTEREST: 14

 SECTION 7.4. POLITICAL ACTIVITY: 14

 SECTION 7.5. USE OF TOWN PROPERTY: 14

 SECTION 7.6. DRUG FREE WORKPLACE: 14

ARTICLE 8: CHANGE OF EMPLOYMENT STATUS 14

 SECTION 8.1. TRANSFER: 15

 SECTION 8.2. PROMOTION: 15

 SECTION 8.3. DEMOTION: 15

 SECTION 8.4. LAY-OFF: 15

 SECTION 8.5. RESIGNATION: 16

 SECTION 8.6. RETIREMENT: 16

ARTICLE 9: TIME OFF BENEFITS AND WORKING CONDITIONS 16

 SECTION 9.1. SERVICE CREDIT: 16

 SECTION 9.2. SICK LEAVE, ACCIDENT REPORTING AND WORKER'S COMPENSATION: 17

 SECTION 9.3. SICK LEAVE BUYBACK: 18

 SECTION 9.4. SICK LEAVE BANK: 18

 SECTION 9.5. BEREAVEMENT: 19

<u>SECTION 9.6. MILITARY LEAVE:</u>	20
<u>SECTION 9.7. JURY SERVICE:</u>	20
<u>SECTION 9.8. FAMILY AND MEDICAL LEAVE ACT:</u>	21
<u>SECTION 9.9. MASSACHUSETTS PARENTAL LEAVE ACT:</u>	22
<u>SECTION 9.10. MASSCHUSETTS DOMESTIC VIOLENCE LEAVE ACT:</u>	23
<u>SECTION 9.11. UNPAID LEAVES OF ABSENCE - OTHER THAN FMLA LEAVE:</u>	23
<u>SECTION 9.12. SMALL NECESSITIES LEAVE ACT:</u>	23
<u>SECTION 9.13. HOLIDAYS:</u>	24
<u>SECTION 9.14. VACATIONS:</u>	24
<u>SECTION 9.15. FLOATING HOLIDAYS:</u>	26
<u>SECTION 9.16. GROUP HEALTH AND LIFE INSURANCE BENEFITS:</u>	26
<u>SECTION 9.17. EMPLOYEE ASSISTANCE PROGRAM:</u>	26
<u>SECTION 9.18. PROFESSIONAL DEVELOPMENT:</u>	27
<u>SECTION 9.19. OFFICE CLOSINGS:</u>	28
<u>SECTION 9.20. PERSONAL PROPERTY:</u>	28
<u>SECTION 9.21. TECHNOLOGY EQUIPMENT AND INTERNET USAGE:</u>	28
<u>SECTION 9.22. REMOTE WORK:</u>	28
<u>ARTICLE 10: DISCIPLINARY ACTION</u>	28
<u>ARTICLE 11: COMPLAINTS PROCEDURE</u>	29
<u>ARTICLE 12: CONFLICT WITH CIVIL SERVICE AND OTHER REGULATIONS</u>	29
<u>ARTICLE 13: EFFECT OF INVALIDITY</u>	30
<u>ARTICLE 14: EFFECTIVE DATE</u>	30

TOWN OF READING, MASSACHUSETTS

PERSONNEL POLICIES

ARTICLE 1: -AUTHORIZATION

The following policies are adopted by the ~~Select Board of Selectmen~~ pursuant to their authority under Section 3-2 of the Reading Home Rule Charter, and under Article 4-7 of the Bylaws of the Town of Reading.

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ARTICLE 2:- STATEMENT OF PERSONNEL PHILOSOPHY

The Town of Reading has as its goal the provision of excellent, cost effective and efficient services in a manner that is honest, ethical and fair to residents and employees.

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The Town through the ~~Select Board of Selectmen~~ has adopted and may periodically amend a Mission Statement, Vision, and values that are expected to guide the behavior of Town employees. -The Town Manager will inform new employees and remind ongoing employees of these important statements. Quality of service and excellence in customer service are the Town's standards, and acting through the Town Manager, the Town has the right and responsibility to plan, direct and control the Town's business, operations and workforce to achieve these goals. -In exercising these rights and responsibilities, the Town has developed and adopted this Personnel Policy. **THIS PERSONNEL POLICY, AND OTHER RULES AND REGULATIONS THAT MAY BE ADOPTED FROM TIME TO TIME AND THAT ARE AVAILABLE FROM THE TOWN MANAGER, ARE GUIDELINES WHICH THE TOWN MAY OR MAY NOT FOLLOW AS IT DEEMS APPROPRIATE. THESE GUIDELINES ARE NOT INTENDED TO AND DO NOT CREATE A CONTRACT OF EMPLOYMENT BETWEEN THE TOWN AND TOWN EMPLOYEES, THESE POLICIES MAY BE UNILATERALLY MODIFIED BY THE TOWN THROUGH A PUBLIC HEARING WITH THE SELECT BOARD OF SELECTMEN.**

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The purpose of this statement is to develop a personnel philosophy for employees of the Town of Reading in order that the Town may strive to attain its goals.

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- ◆ Town personnel will be hired on the basis of qualifications only.
- ◆ The Town will strive to pay salaries that are equitable in relation to the complexity and responsibility of the work performed, and to maintain comparable pay for comparable work within the Town workforce.
- ◆ The Town will strive to maintain a competitive position in the employment market and thereby attract and retain competent employees.
- ◆ The Town will strive to stimulate and reward high-level performance. The Town will provide an orderly program of salary policy and control.
- ◆ Employees will receive a copy of the current job description and Personnel Policies when they are hired. When such job descriptions and/or policies are developed, revised or adopted, each affected employee will receive written notification.
- ◆ Employees will be encouraged to develop professionally to the extent of their interest and capability and the needs of the Town. (See Section 9.4718).
- ◆ Responsibility within a Department or Division will be delegated to the minimum level at which the task can be accomplished.
- ◆ Current employees will be made aware of job openings. In-house promotion and/or transfer will be considered where it would be of benefit to the employee and the Town and consistent with ~~Affirmative Action policies~~ Equal Opportunity Policy.
- ◆ Over-staffing will be avoided. -Temporary peaks in workload will be filled, where possible, with temporary help. -Regular ~~staff~~ employees will be the minimum needed to meet normal work-loads.- All staffing is subject to availability of funds.
- ◆ Employees are entitled to know what is expected of them in their job and to have their job performance periodically evaluated by their supervisors. -A personnel performance plan based on a written job description will be developed with each employee.
- ◆ Where possible, or where desirable, ~~staff~~ employees will be shared between Departments and/or Divisions to provide the most effective use of staff.
- ◆ Employees will be encouraged to learn as much as possible about the functions of their Department or Division so that they may temporarily fill other positions as needed.
- ◆ Where possible, local residents will be hired for part-time and seasonal work with the Town.

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- ◆ The Town and its employees will not discriminate in any way against employees or members of the public on account of membership or non-membership in a union, on account of ~~race, political activity, religion, creed, color, national origin, gender, age, sexual orientation, physical handicap or life-threatening illnesses~~ any protected classes as classified by the Massachusetts General Laws, Chapter 151B, Section 4.
- ◆ The Town will develop, implement and maintain a positive ~~affirmative action program~~ equal opportunity policy to prevent discrimination, and the Town and all of its employees will carry out the policy.

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ARTICLE 3: DEFINITIONS

Section 3.1. Appointing Authority: The position responsible under the Reading Home Rule Charter for the hiring and firing of employees.

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Section 3.2. Charter: The Town of Reading's Home Rule Charter as adopted March 24, 1986 and any subsequent amendments.

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Section 3.3. Continuous Service: Employment without interruption, excluding authorized vacation, military leave, paid leave or leave under the Family and Medical Leave Act.

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Section 3.4. Department: Any department of the Town subject to this policy.

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Section 3.5. Department Head: The officer having immediate supervision and control of a department or, in the absence of such officer, the Town Manager.

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Section 3.6. Employee:

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3.6.1. Regular Employee: An employee who has successfully completed the prescribed probationary period. A regular full-time employee provides full time services and is compensated at full pay and benefits for the assigned position. An individual employed for not less than thirty-seven and one-half (37 1/2) hours per week for fifty-two (52) weeks per year, minus legal holidays, paid vacations and other authorized leaves of absence. The Town Manager may, based on special circumstances, designate a different number of hours per week as full time. A regular part-time employee provides less than full-time service, and is compensated in proportion to the amount of service provided.

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3.6.2. Probationary Employee: An employee who has not completed the probationary period for a particular position.

3.6.3. Temporary Employee: An employee who possesses the minimum qualifications for a particular position and has been appointed to a position for a limited scope or duration. Seasonal workers and co-op students are considered temporary employees. Temporary employees are not entitled to benefits.

3.6.4. Exempt Employee: An employee's designated FLSA classification that is not entitled to receive overtime compensation. This employee having may have significant responsibility for formulating and administering policies and programs of the Town and for directing the work of subordinates by lower level supervision; any employee having the authority to exercise independent judgment, or to effectively recommend any action to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or to direct them to adjust their grievances, if the exercise of such authority is not merely routine or clerical in nature but requires the use of independent judgment and discretion. An exempt employee is not entitled to receive overtime compensation, and that is indicated on the job description.

3.6.5. Non-Exempt Employee: An employee's designated FLSA classification that is entitled to receive overtime compensation, as indicated on the job description.

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Section 3.7. Human Resources Administrator/Director: The employee appointed by the Town Manager to administer the personnel functions of the Town, or in the absence of a Human Resources Administrator/Director, the Town Manager.

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Section 3.8. Position: An office or post of employment in the Town's service with duties and responsibilities calling for full-time or part-time employment in the performance and exercise thereof.

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Section 3.9. Town: The Town of Reading.

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ARTICLE 4: APPLICABILITY

Unless specifically and otherwise excepted, This Policy shall apply to all Town Departments, except the School Department, Municipal Light Department, Retirement Board, and those positions governed wholly or in part, by statute, collective bargaining agreement, Bylaw, Charter, or regulation superior to this, this Policy shall apply to all Town Departments, except the School Department and Municipal Light Department, and to the positions of all employees except those under jurisdiction of said School and Municipal Light Departments, those filled by popular election and those certain positions the holders of which render intermittent or casual service Policy.

These Policies apply to all positions, except those noted in the above paragraph; however, the authority of appointment shall be modified as follows:

- ◆ In the Library Department, the Board of Library Trustees shall be responsible for hiring and firing of personnel. [See Town of Reading Home Rule Charter, Article 5. -Town Manager, Section 5-2, Powers and Duties (b).]
- ◆ In the Finance Department, the Board of Assessors may appoint an Appraiser and an Assistant Appraiser. [See Town of Reading Home Rule Charter, Article ~~2, Elected Officers and~~ 4, Appointed Boards or Committees, Section ~~3-64.1~~, Board of Assessors.]
- ◆ In the Accounting Department, the Select Board of ~~Selectmen~~ shall appoint the Town Accountant. (See Town of Reading Home Rule Charter, Article 3, Section 3-2, Select Board.)

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◆ These Personnel Policies are not an employment contract. The terms and provisions of these Policies are not contractually-binding or are contract-like assurances or promises. The Town of Selectmen.) Reading reserves the right to change or eliminate any policies, procedures, rules or benefits described in these Personnel Policies.

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ARTICLE 5- ADMINISTRATION

This Article spells out the method of employing individuals to work for the Town, and deals with recruitment, screening, appointment, orientation and probation. -These methods shall be adhered to, where applicable, unless there is a specific waiver from the Town Manager. -It is the Town's intent that this recruitment, employment, promotion and transfer policy ensures that every reasonable effort is made to attract qualified persons and that selection criteria are job related. -All positions that become available will be filled giving full weight to Equal Employment Opportunity ~~and/or~~ Affirmative Action goals established by the Town, and to the Americans with Disabilities Act (ADA).

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These policies shall be administered by the Town Manager. Department Heads are responsible for the implementation of policies and procedures as established and as directed by the Town Manager.

Section 5.1- Hiring:

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5.1.1. -Verification-: The Department that proposes to hire an employee must first verify with the Town Manager that:

- ◆ Funds for the position are provided in the approved budget.;
- ◆ The position has been approved by the Town Manager and there is a need for the position.;
- ◆ The position has been included in the Classification Plan.

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5.1.2. -In-House Promotion-: When a vacancy exists, the overall personnel requirements of the Department and the Town will be reviewed with the Town Manager who has the final and binding decision on promotions. -Where possible, in-house promotion and/or transfers will be considered in order to fill a position so long as such a decision is in conformance with the Affirmative Action/Equal Opportunity policy.- Where two or more in-house candidates apply for a position, qualifications including seniority and length of service ~~shall~~ may be considered.

5.1.3. - Posting and Advertising-: The Human Resources ~~Administrator~~ Director in consultation with the Department Head shall prepare the posting and advertisement to solicit applicants. The Town will notify via email and post the availability of a vacant position on its website and in each Town building and with each Department Head for a period of ~~five (5) business~~ seven (7) calendar days, ~~and shall send a copy of the notice to each Town Union in order to provide the maximum opportunity for in-house promotion.~~ Nothing shall prohibit the Town from advertising the position to outside candidates at the same time that it is posted. -Advertisements shall be ~~submitted~~ organized by the Human Resources ~~Administrator to the media best suited~~ Director, or their designee, to attract qualified applicants adhering to Affirmative Action and Equal Employment Opportunity goals.

5.1.4. - Application- ~~Every applicant to be interviewed will be required to fill out, in its entirety, a Job Application Form; All prospective candidates must submit their credentials and Town-approved by application to the Town Manager. Additional information may be submitted by an applicant~~ Human Resources Director for employment consideration. All submissions shall be kept on file for a period of one (1) year. To the extent possible, Affirmative Action and Equal Employment Opportunity data will be kept on each applicant by the ~~interviewer and, upon completion of the hiring process, will be forwarded to the Personnel Division,~~ Human Resources Director.

5.1.5. - Testing and Examination-: Applicants may be required to submit to a test(s) and/or examination(s), and to submit other information which is reasonably related to the job for which the application is made.

5.1.6. - Interview- ~~As determined by the:~~ The Town Manager, each shall utilize a diverse hiring committee which will be comprised of, but not limited to, representative(s) from the hiring Department Head, designee or the, a Human Resources Administrator shall designee, and any other key stakeholders to interview applicants for all vacancies. All members of the hiring committee shall submit their feedback based solely on each candidate's qualifications and relevant experience.

~~When possible, the position within the Department. This process will involve looking only at the criteria important to filling the position.~~

~~Unless instructed otherwise, the Department Head or the Human Resources Administrator hiring committee will select not present no less than the top three (3) candidates for each position and will schedule interviews for these candidates with consideration to the Town Manager. The Department Head or the Human Resources Administrator will be responsible for checking references and discussing hours of work, benefits, the promotional opportunities, and other aspects of the position with the candidates. The final selection will be made by the Town Manager in consultation with the Department Head or the Human Resources Administrator. As part Director. Recommendations for hire shall be made from a selection of the best qualified applicants. Preference will be given to Town residents when equal qualifications are possessed by the applicants. Nothing herein shall be construed to permit hiring in conflict with the Town's interview process, nothing shall preclude the use of a panel of interviewers for any position, including using a member or members of a Board, Committee or Commission on the panel. Equal Employment Opportunity and ADA Policies.~~

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~~**5.1.7 – Appointment – Pre-Employment Requirements:** After all reference and background checks are complete, appointments completed by Human Resources, the appointment shall be made by the Town Manager who shall inform the successful candidate in writing of the appointment including the starting date, salary, benefits and union status. All appointments shall be subject to the contingent upon satisfactory completion results of a pre-employment physical examination (including a drug and, which may include but not limited to testing for drugs, alcohol screen) by the Town Physician screening, and a psychological examination, as required.~~

~~OtherIn addition, other tests and examinations that may be required, to the extent that they are related to the position being filled, include but are not limited to, psychiatric examinations, Criminal Offender Record Information (CORI), as authorized by the Department of Criminal Systems History Board, Justice Information Services (DCJIS), Sex Offender Record Information (SORI), and any other background checks. These tests and examinations will only be done after an offer of employment and the offer will be contingent upon successful completion of the tests and/or examinations, as required.~~

~~Appointments of employees shall be made from a selection of the best qualified applicants. Preference will be given to Town residents when equal qualifications are possessed by the applicants. Nothing herein shall be construed to permit hiring in conflict with the Town's Affirmative Action, Equal Employment Opportunity and ADA Policies.~~

~~**5.1.8 – Orientation – Onboarding:** On or before the starting date, each new employee will be given an orientation and will be introduced to other employees. The new employee shall complete the necessary forms for withholding, insurance, pension and other forms needed. EachIn addition, each new employee will be given a copy of the current Personnel Policies, applicable union contract and other relevant information.~~

~~**5.1.9 – Probation –:** Unless otherwise determined by law, the appointment of each new employee shall be probationary for a period of six (6) monthsone (1) year of employment for purposes of evaluation prior to being assigned regular position status. Probation may be extended for an additional time up to three (3) months if performance indicates such a need. Vacation time will accrue (see section 9.13.1) but may not be usedShould an employee go on an approved leave (FMLA, Parental, etc.) during thetheir probationary period. Sick time may be used during the probationary period with the following restrictions: shall be extended by the time of said leave.~~

- ~~1. Only accrued sick timeTime off benefits as indicated in Article 9, may be used (see Section 9.2).~~
- ~~2. Sick time may only be used for personal illness or injury.~~
- ~~3. The Town may requirein the employee to submit a letter from a regularly licensed practicing physician giving the prognosis of the illness or injury before the employee shall be entitled to sick leave with pay.~~

~~Advancement of Sick Leave, the use of the Sick Bank, Sick time for family illness, FMLA Leave, Leave of Absence other than FMLA Leave, and Floating Holidays are not available to employeesfollowing format during theone's probationary period. When absence is compensable under Worker's Compensation Law, an employee may use accumulated sick leave during the probationary period in accordance with Section 9.2 of this policy.;~~

- ~~◆ Sick: no restrictions~~
- ~~◆ Bereavement: no restrictions~~
- ~~◆ Holidays: no restrictions~~
- ~~◆ Floating Holiday: Up to one (1) day after three (3) months of employment. Full utilization after six (6) months of employment.~~
- ~~◆ Vacation: Up to one (1) week after three (3) months of employment. Full utilization after six (6) months of employment.~~

~~The above-mentioned time off benefit restrictions do not apply to promotion-based probationary periods.~~

~~The Town Manager may extendgrant additional leave during the probationary period only for special circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case, and denial of such a request is not subject to appeal.~~

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5.1.10 – Exit Interview –: A confidential exit interview shall be offered to departing employees to be conducted during the final week of the employee's current position by the ~~Town Manager~~Human Resources Director or ~~his~~their designee. The purpose of an exit interview is to:

- ◆ Provide the departing employee with information and assistance and to further good employee relations;
- ◆ Provide the Town with insight into Town personnel and management practices;
- ◆ Inform the employee about benefits and retirement information.

Section 5.2 – Job Description:

The Town Manager or Human Resources ~~Administrator~~Director will be responsible for preparing and periodically reviewing with the Department Head an appropriate job description for each position using a standardized form. –An employee will have a copy of the job description for ~~his~~her/their position. The Human Resources ~~Division~~Director shall be responsible for maintaining the current job description. ~~This description shall include, but not be limited to, the following:~~

~~Classification Title, Department and Division, Exempt/Non-Exempt, Union Status, General Purpose, Supervision Received, Supervision Exercised, Essential Duties and Responsibilities, Peripheral Duties, Desired Minimum Qualifications, Special Requirements, Tools and Equipment Used, Physical Demands, Work Environment and Selection Guidelines.~~

Section 5.3 – Mandatory Reviews:

All new, promoted, transferred or demoted employees must complete a probationary period in which they will be reviewed for performance purposes no later than ~~six (6) months~~one (1) year after assuming their assignments as such period may be extended pursuant to Section 5.1.9.

All new, promoted or transferred employees will be reviewed for compensation purposes concurrently with their performance review. If an employee is retained, based on the performance review, the employee will be granted a salary increase of no less than one (1) step. The salary increase shall be effective on the date of the completion of the probationary period. Employees who complete the probationary period between July and December shall have a second performance review prior to receiving an additional step on July 1st. Employees who complete the probationary period between January and June will not need a second performance review prior to receiving an additional step on July 1st.

~~All salary increases in excess of 2 steps are subject to prior approval of the Board of Selectmen.~~

Thereafter, performance reviews will be conducted annually by June 30th to evaluate and determine eligibility for future step increases, as allowed by the budget process. On July 1st, all non-probationary employees who have a satisfactory performance review will be entitled to a step increase, as the budget process allows.

Section 5.4 – Maintenance of and Access to Personnel File and Records:

The ~~Town Manager~~Human Resources Director shall keep or cause to be kept, personnel ~~records~~files for each Town employee. –The personnel ~~records~~file shall contain:

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

The Human Resources Director shall also keep or cause to be kept a separate file of personnel records for each Town employee. This separate file may contain, but not be limited to any identifying documents with an employee's identity such as:

- ◆ Medical records;
- ◆ Investigations;
- ◆ I-9 forms;

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- ◆ ~~Payroll history;~~
- ◆ ~~Insurance benefits;~~
- ◆ ~~Other pertinent information not in the personnel file.~~

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

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~~No~~With the exception of those with a legitimate business need to access the file, no employee shall have access to any other employee's personnel records except that a Department Head shall have access to the personnel ~~records~~files of any and all employees for whom the Department Head is responsible.

ARTICLE 6: -CLASSIFICATION AND COMPENSATION PLANS

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Section 6.1. - Classification Plan: -----

The Classification Plan as established and modified from time to time by the ~~Select Board of Selectmen~~ according to Bylaw is hereby designated Schedule A-~~1~~, and made a part hereof classifying by grade and specific job title and assigning to pay grades certain exempt and non-exempt positions in the service of the Town, other than those which are specifically exempted according to Article 4 (Applicability). This plan shall constitute the Classification Plan of the Town within the meaning of Section 108A of Chapter 41 of the ~~Massachusetts~~ General Laws.

The job title and job description for each position established by the Classification Plan shall be the official title of the position and of the incumbent of the position, and shall be used to the exclusion of all others for all purposes relating to the position including, but not limited to, payrolls and official records.

Before any individual may be hired, transferred or promoted into any newly established position, the position must be included in the classification by job title and pay grade. If the job position is not already included in the Classification Plan, then the requesting department shall seek such classification approval through the Town Manager in advance of any request for funds.

The Town Manager may investigate and review the work of any position subject to the provisions of this policy and recommend reclassification of the position as required.

Reclassification is the result of a re-evaluation of a position to place it on the appropriate grade based on an internal and external study or to recognize a change in the duties and responsibilities of a position. ~~Reclassification shall not be used as a device for promoting or demoting incumbents.~~

The Classification and Compensation Plans and job descriptions shall be reviewed on a periodic basis by the Town Manager, who shall recommend to the ~~Select Board of Selectmen~~ correction of disparities that may have developed. In proposing and implementing reclassifications, the Town Manager shall consult with Department Heads and Division Heads as appropriate.

No employee may be appointed to a position not included in the Classification Plan.

Section 6.2. Compensation Plan: -----

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The Compensation Plan established and modified from time to time by the ~~Select Board of Selectmen~~ according to Bylaw is hereby designated Schedule B-~~1~~ and made a part hereof, establishing compensation rates for each pay grade.

This plan may provide for rate progression through the steps. The compensation range established for any pay grade shall be the range for all positions assigned by job title to that pay grade. The rates set forth in Schedule B-~~1~~ shall constitute the Compensation Plan of the Town within the meaning of Section 108A of Chapter 41 of the General Laws.

6.2.1. Total Compensation~~:-~~ The rates shown in Schedule B-~~1~~ shall constitute the total remuneration for any position including pay in any form unless a specific exception is noted- ~~by the Town Manager~~. The schedule does not include actual and authorized expenses necessarily incident to the employment. ~~No~~ employee shall receive compensation in any form from more than one department, subject to waiver by the Town Manager for specific circumstances.

6.2.2. Positions Funded by Grants~~:-~~ Individuals serving the Town, who are funded by State or Federal programs, shall be compensated at rates set forth in the Compensation Plan, unless the program mandates another rate of pay.

Employees, whose pay may be funded in part by State or Federal programs subject to approval by Town Meeting, may be supplemented in an amount recommended by the Town Manager which is necessary to properly relate them to the appropriate job title and pay grade in which they are to perform.

6.2.3. Cooperative, Training or Seasonal Employees--: Cooperative or placement training college students and seasonal/~~temporary~~ employees serving the Town shall be compensated at rates established by the Town Manager.

6.2.4. Starting Pay Rates--: Individuals shall be paid no less than the minimum pay rate of the applicable grade. Consideration of a starting salary above the minimum must be based on skill and/or experience. ~~Starting pay rates which exceed Step 8 must have prior approval by the Board of Selectmen.~~

6.2.5. Out of Classification Pay--: An employee who is assigned in writing by the ~~Department Head or the~~ Town Manager, ~~or their designee~~, to perform all of the job duties, and not merely individual tasks of a higher position, and replaces an absent employee for more than ~~three (3) consecutive work~~ fifteen (15) calendar days, shall be paid at the lowest step in the grade of the absent employee that will ensure ~~an a~~ minimum increase of five percent (5%) over their base pay.

6.2.6. Overtime Compensation--: Overtime at the rate of time and a half shall be paid to non-exempt employees for the number of hours worked in excess of forty (40) or thirty-seven and one-half ~~(37-1/2, 5)~~ hours whichever is the regular work week of the employee. Part-time employees shall receive additional hours at straight time until they exceed thirty-seven and one-half hours (37.5) worked in the regular work week.

6.2.7. Compensatory Time for Non-Exempt Employees--: By mutual agreement between a Department Head and an employee, compensatory time in lieu of ~~pay~~ overtime compensation may be substituted on a time and a half basis for the number of hours worked in excess of forty (40) or thirty-seven and one-half ~~(37-1/2, 5)~~ hours whichever is the regular work week of the employee. The mutual agreement must occur before the work is performed. Compensatory time off may be accumulated ~~to a maximum number of hours as an employee's regular work week and must be scheduled by mutual consent of the employee and the Department Head.~~

6.2.8. Compensatory Time for Exempt Employees--: The Town recognizes that exempt employees are often required to work in excess of forty (40) hours or thirty-seven and one-half (37-1/2) hours or forty (40.5) hours. Exempt employees recognize that the nature of exempt work is such that additional hours may be necessary to accomplish the requirements and responsibilities of the job.

~~Situations where exempt employees may not normally be eligible for compensatory time off include, but are not limited to, sporadic extra time to keep projects on schedule, attendance at evening meetings with Town Boards, Committees and Commissions and extra time required to catch up on routine work.~~

~~Situations where exempt employees may qualify for compensatory time off include, but are not limited to, sustained extra effort where the employee is requested by his/her Manager to work extra hours with little or no discretion on the employee's part as to whether or not to work or to schedule the work at a different time, and additional hours generally worked under a predetermined planned schedule arranged in advance.~~

By mutual agreement between a Department Head and an exempt employee, compensatory time is available at a rate of hour for hour. A maximum of one (1) week of compensatory time per calendar year may be utilized. Compensatory time will be taken with the Department Head's approval at the convenience of the Department, and no compensatory time will be carried over into a new calendar year. ~~In the case of Department Heads, mutual agreement will be with the Town Manager. There shall be no payment of unused compensatory time at the end of the year.~~

ARTICLE 7:- EMPLOYEE GUIDELINES

The Town of Reading expects its employees at all times to act in the best interests of the Town and its residents. ~~This includes an expectation that all employees will meet the highest standards of ethics and honesty, that there will be no political activity on the part of the employee that could relate to the employee's position with the Town, and at all times the employee will act in a manner that will reflect well upon the employee and the Town.~~

Section 7.1- Nepotism:

When in the normal selection process, relatives of Town employees or officials are considered for appointment or promotion, the Town Manager will be notified by the Department Head. No person shall be hired or promoted based upon their family relationship to another Town employee. ~~No employee shall be in a position that provides supervision over his/her~~ their relative.

This policy is not for the purpose of depriving any person of an equal chance for employment with the Town, but is solely intended to eliminate the perception of or potential for preferential treatment of the relatives of government personnel.

~~This policy will not be construed to deprive any person employed on December 14, 1987, the effective date of this policy, of any promotional right in normal career development nor change the existing status of any employee. However, the~~ The Town may modify schedules, shifts, squads or work units to eliminate any potential for conflict under this policy.

Relatives, for the purpose of this policy, shall include all members of the immediate family including spouse, parents, ~~brothers, sisters~~ step-parents, siblings, step-siblings, direct line aunts and uncles and nieces and nephews, first

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cousins, children, step-children, grandparents, grandchildren and in-laws. -Cousins ~~and~~ aunts, uncles, nephews and nieces by marriage are not regarded as members of the immediate family for purposes of this policy.

7.1.1. Procedures and Employee Relationships: During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.

During non-working time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in non-work areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.

Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on Town property, whether during working hours or not.

Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to the appropriate provisions of The Town of Reading's disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.

Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.

Any supervisor, manager, executive or other Town official in a sensitive or influential position with the Town of Reading must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure may be made to the immediate supervisor or the Human Resources Director. This disclosure will enable the Town to determine whether any conflict of interest exists because of the relative positions of the individuals involved.

With regard to the above paragraph, when a conflict-of-interest problem or potential risk is identified, the Town of Reading will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer to other positions or departments.

If one or both parties refuse to accept a reasonable solution or to offer of alternative position, if available, such refusal will be deemed a voluntary resignation.

Failure to cooperate with the Town of Reading to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors or others in positions of authority over another employee in a mutually agreeable fashion may be deemed insubordination and cause for immediate termination. The disciplinary policy of the Town of Reading will be followed to ensure fairness and consistency before any such extreme measures are undertaken.

The provisions of this policy apply regardless of the sexual orientation of the parties involved.

Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.

Any concerns about the administration of this policy should be addressed to the Human Resources Director.

The Town of Reading reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved. The Town reserves the right to remove an employee from a position that may result in a conflict of this policy.

Section 7.2. – Workplace Harassment and Discrimination Prohibited:

7.2.1. Introduction – The Town of Reading's goal is to promote and maintain a work environment that is free from discrimination and sexual harassment.

Discrimination or sexual harassment of any individual by an employee of the Town in the performance of that employee's duties, or in any way related to that employee's duties, or discrimination or sexual harassment of an employee by another employee is unlawful, strictly prohibited and will not be tolerated by the Town. Further, any retaliation against an individual who has complained about sexual harassment or discrimination or retaliation against individuals for cooperating with an investigation of a sexual harassment or discrimination complaint is similarly unlawful, will not be tolerated, and may result in disciplinary action. The Town will take reasonable action to protect all parties and witnesses involved in this process from retaliation.

To achieve the Town's goal of providing a workplace free from sexual harassment and discrimination, the conduct that is described in this policy will not be tolerated and the Town has provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees. Because the Town of Reading takes allegations of sexual harassment and discrimination seriously, we will respond promptly to complaints of sexual harassment and discrimination and where it is determined that such inappropriate conduct has occurred, the Town will act promptly to

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~~eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.~~

~~**7.2.1. Introduction - Equal Employment Opportunity Statement:** The Town of Reading provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran or any other characteristic protected by federal, state and local laws. The Town of Reading complies with applicable state federal and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.~~

~~The Town of Reading expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status or any other characteristic protected by state, federal or local law. Improper interference with the ability of the Town of Reading employees to perform their expected job duties is absolutely not tolerated.~~

~~**7.2.2. Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA):** The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA), are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and require that, when needed, employers provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.~~

~~It is the policy of the Town of Reading to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination (MCAD). Furthermore, it is our policy not to discriminate against qualified individuals with disabilities with regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.~~

~~The Town of Reading will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Town of Reading. Contact the Human Resources Director with any questions or requests for accommodation.~~

~~**7.2.3 Massachusetts Pregnant Workers Fairness Act:** The Town of Reading complies with all aspects of the Massachusetts Pregnant Workers Fairness Act. Employees and applicants will not be discriminated against with respect to pregnancy or pregnancy-related conditions, which includes post-pregnancy conditions such as the need to express breast milk for a nursing child. The Town will not refuse to hire a pregnant applicant or an applicant with a pregnancy-related condition because of the pregnancy or pregnancy-related condition (provided the applicant can perform the essential functions of the job with or without reasonable accommodation), nor will the Town deny any employment opportunity or take adverse action against an employee because of the employee's pregnancy, pregnancy-related condition, or request for reasonable accommodation.~~

~~The Town of Reading will reasonably accommodate qualified individuals with pregnancy-related conditions so that they can perform the essential functions of a job unless doing so creates a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Town of Reading. The Town of Reading may require documentation of the need for accommodation; however, no documentation will be required for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 lbs.; and (iv) private, non-bathroom space for expressing breast milk. Contact the Human Resources Director with any questions or requests for accommodation.~~

~~**7.2.4. The Town of Reading's Anti-Harassment Policy and Complaint Procedure:** The Town of Reading is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Town of Reading expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.~~

~~It is the policy of the Town of Reading to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran or any other characteristic protected by state, federal or local law. The Town of Reading prohibits any such discrimination or harassment.~~

~~The Town of Reading encourages employees and requires managers/supervisors in the reporting of all perceived incidents of discrimination or harassment. It is the policy of the Town of Reading to promptly and thoroughly investigate such reports. The Town of Reading prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.~~

7.2.5. Definition of Sexual Harassment, Workplace Harassment and Discrimination, Definitions of

Harassment: Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

- a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of their relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

7.2.6. Workplace Harassment /Bullying: The Town of Reading defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." Such behavior violates the Town policies, which clearly state that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the Town of Reading will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The Town of Reading considers the following types of behavior examples of bullying:

- ◆ **Verbal bullying:** Slandering, ridiculing or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- ◆ **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- ◆ **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- ◆ **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

7.2.7. Workplace Violence: The Town of Reading will not tolerate physical violence, or threats of violence, directly, indirectly, or implied, whether in person, in writing, electronically, or by telephone, to the person or property of the Town, another employee or a person on Town property or in the course of Town business. Workplace violence may include violent or threatening physical contact, including pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault. It may also include stalking, violation of a restraining order, damage to the property of the Town or its employees, or threatening acts or abusive language that creates a hostile work environment. Employees found to be engaging in such behavior shall be disciplined, up to and including termination.

7.2.8. Individuals and Conduct Covered: These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the Town of Reading (e.g., an outside vendor, consultant, resident, or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

7.2.9. Complaint Process: Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, Human Resources or any member of management.

When possible, the Town of Reading encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Town of Reading recognizes, however, that an individual may

prefer to pursue the matter through complaint procedures.

The Town of Reading encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal in writing to the Town Manager or the Human Resources Director.

Making knowingly false and/or malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action up to and including discharge of employment.

Please note that while this policy sets forth the Town's goals of promoting a work environment that is free of ~~sexual~~ all forms of workplace harassment and discrimination, this policy is not designed or intended to limit the Town's authority to discipline or take remedial action for workplace conduct which the Town deems unacceptable, regardless of whether that conduct satisfies the definition of ~~sexual~~ workplace harassment or constitutes discrimination.

~~7.2.2. Definition of Sexual Harassment and Discrimination~~

~~Discrimination~~ occurs when actions, procedures, policies or personnel treat an individual adversely solely on the basis of the individual's race, color, religious creed, national origin, sex, age, ancestry, sexual orientation or disability. ~~Discrimination on the basis of sex shall include, but not be limited to, sexual harassment.~~

~~Harassment~~ on the basis of an individual's race, color, religious creed, national origin, sex, age, ancestry, sexual orientation or disability includes any unwelcome physical or verbal action toward another that has the purpose or effect of creating an intimidating, hostile, humiliating or offensive working environment. Examples of actions that may constitute harassment include, but are not limited to, the following:

- ◆ Using racial slurs;
- ◆ Displaying symbols of hate;
- ◆ Making generalizations about people;
- ◆ Using stereotypes;
- ◆ Telling racial or ethnic jokes;
- ◆ Displaying pictures of a sexual nature;
- ◆ Making derogatory comments of a sexual nature.

~~Sexual harassment~~ is unwanted attention directed toward a person because of his or her gender. Sexual harassment in the workplace is unlawful and will not be tolerated. In Massachusetts, the definition of sexual harassment means sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature when:

(a) submission to or rejection of such advances, requests or conduct is made an implied or explicit term or condition of success in employment, or as a basis for employment conditions; or

(b) such advances, requests or conduct have the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, humiliating or offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

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involved. Information provided under this policy will be disclosed with others on a need-to-know basis only.

However, in order for the Town to take appropriate action, it may be necessary for the Town to disclose the complaining individual's name to the accused employee, and for the complaining individual to provide testimony before the accused employee in the presence of the appropriate authorities. The complaining individual and the accused employee may, if applicable, request union/association representation to assist him/her through the complaint process, in accordance with any process in any union contract that addresses the issue of an investigative procedure. After conducting an appropriate investigation, the investigator will determine whether the sexual workplace harassment and discrimination policy has been violated and, if so, determine the severity of the behavior. To the extent appropriate, the Town will inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

7.2.512. Disciplinary Action - If it is determined that inappropriate conduct has occurred, the Town will act promptly to eliminate the offending conduct and where appropriate, disciplinary action will be imposed. The investigator will recommend to the employee's supervisor, Department Head, Human Resources Administrator/Director or Town Manager the appropriate action to resolve the situation including, but not limited to, the following:

- ◆ Verbal warning or reprimand;
- ◆ Verbal or written apology to the alleged victim;
- ◆ Written warning or reprimand entered into the employee's file;
- ◆ Conference with the alleged victim;
- ◆ Attending required counseling;
- ◆ Receiving a letter from the alleged victim; or
- ◆ Suspension, demotion or dismissal subject to collective bargaining agreements and applicable Federal, State and local law and bylaws.

These actions are not to be considered as progressive actions but rather may be taken in any order or combination to effectively deal with the situation. Any action except for a verbal warning or reprimand, a verbal or written apology to the complaining individual, or a written warning or reprimand entered into the employee's file, shall be handled by the Human Resources Director and the Town Manager. A written warning or reprimand, the requirement to have a conference with the complaining individual, the requirement to attend counseling sessions, the receipt of a letter from the complaining individual, or suspension or termination will all be documented in the accused employee's personnel file.

7.2.613. State and Federal Remedies - In addition to above, any person who believes that they have been subjected to sexual workplace harassment or discrimination may file a formal complaint with either or both of the following governmental agencies set below:

Massachusetts Commission Against
Discrimination ("MCAD")
1 Ashburton Place, Room 601
Boston, MA 02108
(617) 994-6000

Equal Employment Opportunity
Commission ("EEOC")
475 J.F.K. Federal Building
Government Center
Boston, MA 02203-0506
(617) 565-3200

Massachusetts Commission Against Discrimination ("MCAD")
1 Ashburton Place, Room 601
Boston, MA 02108
(617) 994-6000

Equal Employment Opportunity Commission ("EEOC")
J.F.K. Federal Building
15 New Sudbury Street, Room 475
Boston, MA 02203-0506
(1-800) 669-4000

Each of these agencies has a short time period for filing a complaint. (Equal Employment Opportunity Commission, 300 days; Massachusetts Commission Against Discrimination, 300 days. For claims of harassment against the Town Manager, see Article 5 of the Reading Home Rule Charter. For claims of harassment against the Town Manager, see Article 5 of the Reading Home Rule Charter.

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Section 7.3- Conflict of Interest-:

All employees shall comply with the State Conflict of Interest Law ([M.G.L. Ch. 268A](#)) in all respects. In addition thereto:

1.- Outside Employment - No employee shall accept outside employment if such outside employment directly interferes with an employee's performance. No employee shall receive or request compensation from, or act as an agent or attorney for anyone other than the municipality in relation to any matter in which the Town is a party or has a direct and substantial interest.

2. Solicitations and Acceptance of Gifts, Gratuities, Fees, Loans, etc. - No Town employee, acting in ~~his/her~~their professional capacity on behalf of the Town, shall solicit or accept any personal gift, gratuity, loan, fee or other thing of value. Employees may accept fees for work done on their own time provided the individual or group engaging the employee has no contractual relationship with the Town. -No employee shall solicit any gift or gratuity from another employee.

3. No employee shall use or attempt to use ~~his/her~~their official position to secure unwarranted privileges or exemptions for ~~him/herself~~ themselves or others.

4. No employee shall, by ~~his/her~~their conduct, give reasonable basis for the impression that any person can improperly influence or unduly enjoy ~~his/her~~their favor in the performance of official duties, or that ~~he/she is/they are~~ unduly affected by the kinship, rank, position or influence of any party or person.

Employees should be aware of the Policy on Defense of Actions Brought Against Public Employees, available from the Town Manager, which the ~~Select Board of Selectmen~~ adopted and was effective as of July 1, 1996.

Section 7.4- Political Activity:

It shall be the policy of the Town to appoint, promote, demote and remove all employees without regard to political considerations.

The political opinions or affiliations of any resident shall in no way affect the amount or quality of service a resident receives from the Town.

Town employees shall not engage in any political activities including, but not limited to, campaigning for themselves or individual candidates, or campaigning for support of or opposition to ballot questions, during working hours, nor in uniform nor on Town property (except in locations designated by the Town Manager), nor using Town resources including office space, equipment, vehicles, uniforms, etc. Employees shall not directly or indirectly use or seek to use the authority or influence of their positions to control or modify the political action of another person.

Any employee may, on ~~his/her~~their own time, and without the use of any Town resources, advocate for or against any ballot question. Town resources include office space, equipment, vehicles, uniforms, etc. Town employees may not participate in fund raising for any ballot question, may not solicit or receive any political funds from anyone, may not give, solicit, or receive political funds in any public building, and may not serve on any steering committee or as treasurer of any group that has as its purpose fund raising for any ballot question or candidate.

Nothing in this section shall be construed to prevent Town employees from becoming or continuing to be members of any political party, club or organization; attending political meetings during non-working hours, and not in uniform; expressing their views on political matters during non-working hours; circulating petitions on public questions or voting with complete freedom in any election.

Section 7.5- Use of Town Property:

The use of Town property and supplies for personal use is not permitted.- Personal telephone calls shall be limited in number and duration and in the event that a personal call is necessary, the Town will be reimbursed for its cost (if any). ~~As assigned by the Town Manager, overnight Town vehicles may be issued to specific on-call employees. Said usage may only be permitted to and from the workplace and not for personal use. Employees will be responsible for any tax obligations that stem from this fringe benefit.~~

Section 7.6- Drug Free Workplace:

The Town of Reading workplace shall be drug-free. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on Town-owned property. -Employees who violate this condition of employment will be subject to appropriate personnel action up to and including termination.

Every employee will be made aware of the dangers of substance abuse in the workplace, and will be notified of the intent to maintain a substance-free workplace. -Every employee will be notified of the availability of drug counseling rehabilitation and any other employee assistance activities that may exist. -The penalty for drug abuse or substance abuse, such as conviction for a violation occurring in the workplace, may be required participation in a program approved for drug abuse rehabilitation by the Federal, State, or local health agency.

As a further condition of employment, employees will abide by the terms of this statement, and notify the Town Manager of any criminal substance abuse conviction no later than five (5) days after such conviction.

ARTICLE 8: -CHANGE OF EMPLOYMENT STATUS

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~~Section 8.1 – Transfer:~~

A transfer takes place when an employee is assigned to a different job title with the same level of responsibility and at the same pay grade. -A transfer may be either voluntary or involuntary.

~~Employees who desire to voluntarily transfer within the Town may do so upon approval of the Town Manager if a position vacancy exists, and if the supervisor of the vacant position finds the employee qualified.~~

A request for voluntary transfer to a different department shall be submitted in writing to the Town Manager, who shall review the request with the Department Heads, and make a finding regarding the employee's suitability for the position.

~~A request for voluntary transfer within a department shall be submitted in writing to the Department Head, who shall review the request, and make a recommendation to the Town Manager.~~

Employees whose services in a given position are no longer required, or whose performance fails to meet Town standards, may be transferred involuntarily to a different position.

~~Involuntary transfers shall be ordered in writing by the Town Manager after consultation with the Department Heads affected.~~

A probationary period shall be mandatory following transfers. Employment status, benefits and anniversary date will not be affected by transfers. School and Library employees may be considered as transfers regarding this section.

~~Section 8.2 – Promotion:~~

Promotion is the advancement of any employee to a position with a higher level of ~~responsibility-pay.~~ Promotions may be awarded through the filling of a vacancy in a higher grade. ~~Promotions may be temporary or permanent.~~ When an employee is promoted to a higher ~~job classification, he/she pay grade, they~~ will be placed in the appropriate grade for the new job at a step which will ensure no less than a five percent (5%) increase in pay.

Promotions will be made by the Town Manager in consultation with the Department Head ~~and Human Resources Director~~

~~A probationary period shall be mandatory following promotions.~~ Employment status, benefits and anniversary date will not be affected by promotions. If an employee whose current position does not include time off benefits is promoted to a position that does include time off benefits, ~~he/she they~~ may use ~~sick-time as it accrues during the probationary period off benefits in accordance with section 5.1.9.~~

~~Section 8.3 – Demotion and Reassignment:~~

Demotion is the assignment of an employee from one position to a position with less ~~responsibility-pay.~~ Demotions may be ordered by the Town Manager:

- ◆ as a disciplinary action ~~or,~~
- ◆ due to an unsatisfactory performance evaluation followed by continued unsatisfactory performance during the probationary period.

◆ ~~a reclassification downward of an employee's position.~~

◆ ~~the reorganization of Town services.~~

The Town Manager may, following consultation with a Department Head, assign the demoted employee to a position with ~~lower level of responsibility and/or~~ lower level of pay. A probationary period shall be mandatory following a demotion. Employment status, benefits and anniversary date will not be affected by demotions.

~~An employee may be reassigned from one position to a position with less responsibility. A reassignment may be ordered by the Town Manager because of~~

◆ ~~a reclassification downward of an employee's position or~~

◆ ~~the reorganization of Town services.~~

~~Employment status, benefits and anniversary date will not be affected by a reassignment.~~

~~Section 8.4 – Lay-Off:~~

Lay-off is the involuntary separation of an employee from the Town's service because of lack of work, lack of funds or the discontinuance of a position.

Lay-offs may be ordered for the above reasons, and may be for a definite or indefinite period of time. -Lay-offs shall not be used as a disciplinary measure.

Lay-offs shall be determined by the Town Manager in the following circumstances:

- ◆ Upon discontinuance or reduction of a Town program or service;
- ◆ As a means of reducing salary and wage costs in order to meet budget restrictions;
- ◆ Upon reorganization of a Department or operating unit of the Town.

Lay-offs within positions performing the same functions shall be conducted in the following order:

- ~~1. 1-Seasonal Employees~~
- ~~2. 2-Temporary Employees~~
- ~~3. 3-Part-time Employees~~
- ~~4. 4-Full-time Employees~~

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Employees separated by lay-off shall be given first consideration for new vacancies which may develop in the Town service within two (2) years.

Before ordering a lay-off, the Town Manager shall consult with the affected Department Heads ~~and Human Resources Director~~. A determination shall be made on the number of positions to remain after the reduction in force ~~is effected-occurs~~. Where possible, transfers, demotions and reassignment shall be offered prior to lay-offs, beginning at the highest level where reductions need to be made and then proceeding downward in the table of organization. Employees in the same level shall then be evaluated in terms of performance and length of service to determine retention status.

The Town will attempt, unless circumstances make it impractical, to give no less than thirty (30) days written notice to any employee whose job is being eliminated or reduced in hours.

Section 8.5- Resignation:

Resignation is a voluntary action of any employee to terminate employment with the Town. -A resignation shall be submitted in writing to the Town Manager ~~and Human Resources Director~~ with a copy to the Department Head at least two (2) weeks prior to the effective date of termination. ~~-All written resignations shall be deemed binding.~~

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

Section 8.6- Retirement:

All employees covered under the Retirement System shall be governed by the requirements and provisions of the System relating to retirement age and benefits.

An employee contemplating retirement should notify the Human Resources ~~Administrator~~ Director in writing at the earliest date that such a decision is being considered, in order to be aware of what benefits may be available through early notice (6 months) of retirement. (See Sections 9.3 and 9. ~~11~~ 11 of these policies.)

The employee should notify the Town Manager as soon as possible but not less than two (2) months before retirement. ~~-The employee should also apply to the Retirement System if pension benefits are available.~~

ARTICLE 9: TIME OFF BENEFITS AND WORKING CONDITIONS

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

All time off benefits ~~are~~ will be in hours and determined on a calendar year basis. ~~Any employee that works the four (4) day "Town Hall work week" shall have all paid time off benefits (sick, vacation, floating holiday, holiday, bereavement, etc.) calculated as if they worked a five (5) day work week.~~

The Town will maintain a complete and accurate record of attendance for each employee, setting forth the amount of time off benefits available for the calendar year, the dates of time off benefits used and the amount of time off benefits remaining for the calendar year. -Such record shall be available for inspection by the individual employee upon reasonable request ~~and shall be reviewed periodically with the employee at least annually~~. The employee shall have the responsibility of reviewing the time off benefit record for accuracy.

The ~~Board of Selectmen~~ Town Manager may, from time to time, develop alternative benefit packages for Department and Division Heads.

Section 9.1- Service Credit:-

Service credit is used primarily to determine eligibility for vacation ~~and other time off benefits earned~~. Service to the Town shall be determined as the service accrued by a regular ~~(part-time or full-time)~~ employee, commencing from the date of employment, or benefit date if it is different from date of employment, which is uninterrupted except by vacation, military service, or other authorized leave of absence pursuant to Section 9. ~~98~~ 98 Family and Medical Leave Act, and Section 9. ~~1011~~ 11 Leaves of Absence other than FMLA Leave.

Termination for any reason shall constitute a break in service. -If a former employee of the Town ~~(including Schools and/or Library)~~ returns to the service of the Town and completes at least five (5) years of continuous service following such return, the amount of continuous service immediately preceding the interruption of work for the Town shall be added to the five (5) years of current service to compute a new ~~Service Credit~~ service credit date. -Service credit is not granted for any period of time that the employee was a temporary employee or a part time ~~nonbenefited non-benefited~~ employee. -The probationary period will count for service credit. ~~The Town Manager may choose to waive~~

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up to six (6) months of absence from service with the Town, therefore maintaining continuous service as if the employee never departed.

An employee who has changed from regular part-time benefited status to regular full-time status will have service credit determined for the period of part-time service on a prorated basis. For example, if an employee worked six (6) years at 2/3 time, and then assumed a full-time position, the amount of service credit available for the part-time work would be four (4) years, and all hours of accrued vacation, personal leave or sick leave would be credited to the employee as earned.

An employee who has changed from full-time status to part-time status will retain their full amount of service credit, and accrued hours of vacation leave, floating holiday leave and sick leave will be credited to the employee as earned.

If the employee was eligible for and took sick leave buyback when he/she/they left the service of the Town, then the employee must repay to the Town the amount of money paid in sick leave buyback as a condition of being granted past accrued sick leave. The returning employee will be credited with the number of hours of sick leave that the buyback represented based on the rate of pay at the time of termination.

Section 9.2 - Sick Leave: Accident Reporting and Worker's Compensation:

9.2.1. Sick Leave: All regular, full-time and regular, part-time employees who work twenty (20) hours or more per week shall be eligible for payment from accrued sick leave for time absent due to illness, injury, or medical appointments that cannot be arranged ~~after~~ outside of regular working hours. ~~A policy on the procedure. This time may be used for informing at the employee's own medical needs or to attend to a spouse, parent, child, or member of the same household. In the event an employee needs to call out sick from work, they must notify their Division supervisor and/or Department Head of illness or injury will be used in each department.~~

~~Effective January 1, 2010 sick leave shall accrue on the basis of 1 (one) day per month of service beginning on the first day of the month of employment. Prior to January 1, 2010 sick leave shall accrue on the basis of 1 1/2 days per month prior to their shift or as soon as reasonably possible. Unused sick leave shall be accumulated from year to year without limitation.~~

Up to five (5) days of accrued sick leave, not covered under Section 9.98 Family and Medical Leave Act, may be used by an employee to attend to a spouse, parent or child, or someone who lives in the same household as the employee, and who is ill. There will be no carry-over of this benefit from one calendar year to another calendar year. The Town Manager may extend the sick leave used in this manner beyond what is permitted. This extension of the leave will be granted only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case and denial of such a request is not subject to appeal.

When absence by reason of sickness or injury is for a period of three (3) consecutive days or more, the Department Head may require the employee to submit a letter from a regularly licensed practicing physician giving the prognosis of the sickness or injury before the employee shall be entitled to sick leave with pay. The Town, at its expense, reserves the right to have a physician examine the employee ~~for return to work post illness, personal injury, and/or personal medical procedure.~~

An employee who is using paid time off (vacation, floating holiday, compensatory) and who is hospitalized for an injury or illness, at their option and provided that they have sick leave available, may have their time off benefit changed to paid sick leave for the period of the actual hospitalization.

9.2.2. Safety: It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize themselves with the emergency plan for their working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

9.2.3. Accident Reporting: It is the responsibility of the employee to report and to complete an Accident and Incident Report for workplace injuries such as slips, falls, contusions or any other health/safety incidents that occurs by an employee or that the employee witnesses. This report must be completed and submitted to Human Resources by the close of business on the date of occurrence. Failure to report a safety infraction or an injury in a timely manner may result in employee disciplinary action, and could delay or void disability claims.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or Town property at risk can lead to employee disciplinary action and/or termination.

The Health and Safety Committee shall have the responsibility to develop and the authority to implement the safety and health program including worksite accident investigations, in the interest of a safer work environment with the approval of the Town Manager.

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9.2.4. Worker's Compensation: When absence is compensable under Worker's Compensation Law, an employee may, upon signing written authorization, be paid the difference between Worker's Compensation benefits and his/her/their regular base salary until part or all of his/her/their accumulated sick, vacation, floating holiday and compensatory leave has been used. Sick leave Time off benefits used in this manner shall be charged at up to a rate of 0.4 days for each day the employee is on Worker's Compensation leave. At no point shall an employee receive a combined total compensation exceeding their current salary with the Town effective of the date they were injured. The Town, at its expense, reserves the right to have a physician examine the employee for return to work post injury.

~~An employee who is on paid vacation and who is hospitalized for an injury or illness, at his/her option and provided that he/she has sick leave available, may have his/her vacation time changed to paid sick leave for the period of the actual hospitalization.~~

Section 9.3 – Sick Leave Buyback:

All employees hired after August 31, 2009 are ineligible for the sick leave buyback.

Eligible employees hired prior to September 1, 2009 who terminate employment (except termination by the Town or resignation not in good standing) and who work twenty (20) hours or more per week, after seven (7) years of benefited employment, shall be paid for unused sick leave not exceeding one hundred (100) days at fifty percent (50%) of his/her/their daily rate of pay at the time of their termination. Sick leave buyback shall be paid to the estate of any employee who is eligible for it at the time of his/her/their death.

~~The following positions have always been~~ **Positions classified as supervisory and/or exempt on the job description on file are** ineligible for the sick leave buyback unless the employee fulfilled the criteria below.

- | | |
|--|---|
| Appraiser | Library Director |
| Assistant Appraiser | Library Division Heads |
| Assistant Library Director | Network Administrator |
| Assistant Town Manager/Finance Director | Office Manager |
| Assistant Collector | Police Chief |
| Assistant Town Clerk | Police Business Administrator |
| Assistant Treasurer | Project Director |
| Building Inspector | Public Works Director |
| Community Services Director/Town Planner | Recreation Administrator |
| Conservation Administrator | Retirement Board Administrator/Assistant Town |
| Database Administrator | — Accountant |
| DPW Business Administrator | Technology Coordinator |
| Elder/Human Services Administrator | Town Accountant |
| Fire Chief | Town Clerk |
| Forestry, Parks and Cemetery Supervisor | Town Engineer |
| GIS Coordinator | Treasurer/Collector |
| Head Public Safety Dispatcher | Veteran's Service Officer |
| Health Services Administrator | Water/Sewer Supervisor |
| Highway/Equipment Supervisor | Water Quality Supervisor |
| Human Resources Administrator | |

Any employee among the above titles who as of December 14, 1987 (the time of the initial adoption of this policy) has already earned one hundred (100) unused sick days, and who was at that time eligible for sick leave buyback benefits, is grandfathered and will be compensated for sick leave buyback upon retirement or resignation.

~~Any employee who is had been~~ promoted to one of the above titles a supervisory and/or exempt position as classified by the job description on file and was eligible for sick leave buyback before being promoted. In this event, the employee will be compensated upon retirement or resignation for unused sick leave not to exceed one hundred (100) days at fifty percent (50%) of his/her/their daily rate of pay that was in effect prior to the promotion. Should a promoted employee have less than one hundred (100) days of unused sick time at the time of promotion, he or she will not be able to add days to that total.

Section 9.4 – Advancement of Sick Leave:

~~It is recognized that, under some circumstances, an employee may be ill or injured and not have adequate accrued sick leave to cover the incident.~~

~~The Town Manager may, upon written request from an employee, with written endorsement from the employee's Department Head, advance up to two (2) weeks (10 working days) of sick leave to any regular full-time or regular part-time employee who works twenty (20) hours or more per week. Included in the consideration of approval of the advancement of sick leave will be:~~

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- 1- The likelihood that the employee will be able to repay the advanced sick leave;
- 2- A pattern of abuse of sick leave which may be cause to deny the advancement of sick leave;
- 3- Whether the employee has used all accrued compensatory time or floating holidays. The Town Manager may require accrued vacation to be used prior to advancement of sick leave, depending upon the time of year the incident occurs and the amount of vacation time available;
- 4- Other factors that may be relevant to the issue of advancement of sick leave.

Section 9.5 - Sick Leave Bank:

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

1-The Sick Leave Bank will be administered by a committee consisting of one (1) member to be elected from each of the constituent bargaining units that elects to participate ~~(Engineers Unit, Public Works Unit, Police Officers, Police Superior Officers, Dispatchers and others) and appointees of.~~ In addition, the Town Manager ~~enemay appoint an additional number of members not to exceed one (1)~~ less than the aggregate number of members representing the Unions.- All members of the Sick Leave Bank Committee shall be participants in the Sick Leave Bank.

2-Employees eligible to withdraw sick leave days from the Sick Leave Bank must make application to the Sick Leave Bank Committee. The Committee may review the employee's records of attendance kept by the Town. -The Sick Leave Bank Committee's decision shall be by majority vote and shall be final and not subject to the grievance and arbitration procedure.

3-Sick leave days may be deposited in the Sick Leave Bank in the following manner: -Any employee eligible to participate in the Sick Leave Bank shall contribute four (4) days of ~~his/her/their~~ accumulated sick leave on July 1st of the year that the employee initially joins the Sick Leave Bank. -Employees will contribute two (2) days annually on July 1st for the following four years, and then one (1) day annually on July 1st thereafter, unless they give written notification to the Sick Leave Bank Committee by June 30th that they wish to withdraw their membership in the Sick Leave Bank.

4-The Sick Leave Bank Committee may, with the approval of the Town Manager, vote to change the number of days contributed per year. If the number of hours in the Sick Leave Bank falls below 10,000, or if the membership in the Sick Leave Bank fluctuates significantly, then the policy of contributing two (2) days yearly for all members may be reinstated.

5-Unlimited sick leave days may be credited to the Sick Leave Bank by all employees, provided that, after the initial first year's contribution, no employee shall contribute more than two (2) days per year unless approved pursuant to Paragraph 4 above.

6-In order to be eligible to apply to the Sick Leave Bank for withdrawal of sick leave days, the employee must have used up all of ~~his/her/their~~ own accumulated sick leave, and be a participant in the Sick Leave Bank.

7-In order to be eligible to make application to the Sick Leave Bank, an employee must have suffered an illness or disability resulting in thirty (30) consecutive days of work missed; or resulting in five (5) days without pay, whichever comes first. -That is, an employee with fewer than thirty (30) days of accumulated sick leave will not become eligible to withdraw sick leave from the Sick Leave Bank until ~~he/she has they have~~ gone five (5) consecutive work days without pay due to the same illness or injury; any employee with accumulated sick leave in excess of thirty (30) days shall be eligible to receive days from the Sick Leave Bank on the day following the exhaustion of ~~his/her/their~~ own accumulated sick leave. Paid vacation and/or floating holiday time may be allowed to be substituted for the five (5) days without pay. Notwithstanding the language in this paragraph, if an employee has missed thirty (30) days of work non-consecutively due to the same illness, then this paragraph may be waived by the Sick Leave Bank Committee.

8-The Sick Leave Bank Committee may require the employee to substitute paid accrued vacation and/or floating holiday leave for leave available from the Sick Leave Bank.

9-Any employee who is eligible for Worker's Compensation during the period of disability shall not be eligible for the use of the Sick Leave Bank.

10-Should the Sick Leave Bank be eliminated, all days accumulated shall be equally divided among the participants.

11-Applications to join or withdrawal time from the Sick Leave Bank may be obtained from any member of the Sick Leave Bank Committee or the Human Resources ~~Administrator~~Director.

Section 9.6-5. Bereavement:

~~9.6.1- Up~~This benefit is available to ~~five (5) days leave with pay~~all regular full-time and regular part-time employees who work twenty (20) hours or more per week. Bereavement time will be granted ~~by the Town Manager~~per instance. Questions should be directed to one's Department Head.

Leave with pay, up to one (1) week of one's regular work scheduled hours, will be granted for death in the immediate family. Immediate family is defined as a spouse, parent, step-parent, grandparent, grandchild, ~~brother, sister, son, daughter, mothersibling, children, step-children, parent-in-law, father or children-in-law, daughter-in-law or son-in-law.~~

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~~9.6.2. One (1) day leave with pay, up to one (1) day, will be granted to any employee to attend the funeral or other memorial service of other members of his/her/their family defined as aunt, uncle, sister-in-law, brother, cousin (first), sibling-in-law, niece or nephew, or any other member of their household.~~

~~9.6.3. This benefit is available to all regular full-time and regular part-time employees who work twenty (20) hours or more per week.~~

~~9.6.4. The Town Manager may grant the bereavement/emergency leave beyond what is permitted in 9.6.1, 9.6.2 or 9.6.3 above. This leave will be granted only for extraordinary circumstances where such an extension is warranted. Such an extension will not set a precedent in any other case and denial of such a request is not subject to appeal.~~

~~**Section 9.7—6. Military Leave:**~~

~~The Town will comply with the applicable provisions of the federal Uniform Services Employment and Reemployment Rights Act (USERRA), and any other applicable state or federal law, with respect to employment, reemployment and protection of employee benefits during military service. The Town shall not discriminate against any employee or prospective employee because of past, present or future application for, or membership in a uniformed armed service.~~

~~Employees who are regular employees and who serve in the Armed Forces of the Commonwealth, or as members of an organized unit of a ready reserve component of the Armed Forces of the United States, under orders, will be allowed the difference between base pay they receive for such service and their regular rate of compensation from the Town, in performance of the member's annual active duty for training requirements (e.g., the 2 or 3 week annual encampment).~~

~~Employees shall be entitled, during times of service in the Armed Forces of the Commonwealth or during tours of duty as members of a reserve component of the Armed Forces of the United States, to be released from work, without compensation, in order to attend assigned weekly and week-end drills which require absence from normally scheduled work tours. Such absence for military duty must be in response to Federal or State authority, i.e., competent oral or written orders.~~

~~The Town, at its option, reserves the right to require the reservist to present written orders or suitable military documentation to support the military absence. Active (drilling) reservists are required should to present their annual (or semiannual) unit training calendar to their supervisor within thirty (30) days of its publication. The employee will confirm his/her/their request for such military absence in accordance with existing Town policy for all other absences. In that all military absences cannot be forecasted so as to enable the reservist to comply with the Town's policy of advance notice, a reasonability standard will be applied. The reservist is required to give such reasonable notice, assuming he/she has they have been sufficiently informed by his/her/their military unit.~~

~~In accordance with General Laws Chapter 149, §52A, an employee who is a member of an organized unit of the ready reserve of the armed forces, who, in order to receive military training with the armed forces of the United States not exceeding seventeen days in any one calendar year, leaves a position other than a temporary position in the employ of any employer, and who shall give notice to his employer of the date of departure and date of return for the purposes of military training, and of the satisfactory completion of such training immediately thereafter, and who is still qualified to perform the duties of such position, shall be entitled to be restored to his previous, or a similar, position with the same status, pay and seniority, and such period of absence for military training shall be construed as an absence with leave. In addition, such absence for military training shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of his employment normally to be anticipated in his particular position.~~

~~Additional short term absences will be in an approved leave without pay status, and as such will be in accordance with Town policy for all employees in such leave without pay status. If the employee desires to maintain his/her insurance benefit package, he/she may do so at his/her option by paying both his and the employer's shares (contribution). In the event the insurance benefits are suspended during the military absence, they will be re-instituted immediately upon the employee's return to paid work status.~~

~~**Employment seniority for retirement purposes and benefits will not be decreased due to military absences in compliance with competent military authority. Military absences served in the capacity of active duty (per 10 USC), as a member of the active forces, are limited to a cumulative total not to exceed five (5) years. Active military service in excess of five (5) cumulative years denies the employee the statutory protection of the Federal Act protecting reemployment rights of returning veteran (38 USC, Section 9.7. Jury Service:**~~

~~Jury service for employees shall be paid by the Town in accordance with the policy adopted by the Commonwealth of Massachusetts or the employee's state of residence. (Ch. 43).~~

~~**Section 9.8—Jury Service:**~~

~~Any employee shall be allowed leave to fulfill jury duty. If the jury fees, exclusive of travel allowances, received by said employee for such jury duty shall be less than the regular pay received by him from the Town, the~~

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difference between said fees, and regular pay shall be paid to such employee by the Town. However, as a condition to receiving such payment, the employee agrees that if discharged for a reasonable portion of regular work hours, the employee will report to ~~his/her~~their supervisor for such work as may be assigned. An employee performing such jury duty and who desires the benefits of this section may be required to present weekly to the Department Head a certificate by the Court or a duly authorized representative as to the time spent by the employee in such jury duty during such week.

Section 9.9-8. Family and Medical Leave Act: --

The provisions of the Family and Medical Leave Act of 1993 (FMLA) entitle an eligible employee to a total of twelve (12) workweeks of unpaid leave during a twelve (12) month period for one or more of the following reasons:

1. The birth and care of the newborn child of the employee;
2. The placement with the employee of a ~~son or daughter~~child for adoption or foster care;
3. To care for an immediate family member (spouse, child or parent) with a serious health condition;
4. To take medical leave when the employee is unable to work because of a serious health condition;
5. A qualifying exigency (need) arising out of the fact that the employee's spouse, ~~son, daughter~~child, or parent is a covered military member of the National Guard and Reserves on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;
6. Military caregiver leave (i.e. covered service member leave) to care for a service member with a serious injury or illness incurred in the line of duty on active duty. Eligible employees who are the spouse, ~~son, daughter~~child, parent, next of kin (closest blood relative), are entitled to a special leave entitlement of up to ~~twenty-six~~ (26) weeks to care for a covered service member during a single ~~twelve~~ (12) month period.

Leave qualifying as FMLA may either be requested by the employee or will be designated as FMLA leave by the Town when it appears that the reason for the leave fits the Family and Medical Leave Act.

9.98.1-- Definitions-- The following definitions apply to this Article:

1. Eligible Employee: An employee who has worked for the Town at least twelve months (consecutive or non-consecutive, provided that the break in service does not exceed seven years unless due to National Guard or Reserve military service obligations), and has actually worked 1,250 hours (including paid ~~vacation and sick leave~~time off) during the previous ~~twelve~~ (12) month period.

2. Twelve (12) Month Leave Period - The twelve (12) month period used for determining an employee's twelve (12) week FMLA leave entitlement will be a "rolling" twelve (12) month period measured backward from the date the employee begins the use of FMLA leave. The employee should submit a written request prior to the start of the FMLA leave.

3. Covered Service Member: A current member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

4. Qualifying Exigency: Must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, h) additional activities that arise out of active duty, provided that the employer and the employee agree, including agreement on timing and duration of the leave.

5. Serious Health Conditions: An illness, injury, impairment or physical or mental condition that involves: a) incapacity or treatment as an in-patient in a hospital, hospice, or residential medical care facility, or b) incapacity caused by a health condition requiring absence from work, school, or other regular daily activities for more than three calendar days and requiring two visits to a health care provider, with the first visit within seven days of the onset and a second visit within ~~thirty~~ (30) days of the capacity, or c) incapacity or continuing treatment by a health care provider for a chronic or long-term health condition requiring periodic health care visits for treatment (at least twice a year), or d) incapacity due to pregnancy or prenatal care, or e) incapacity that is permanent or long-~~term~~term due to a condition for which treatment may not be effective, or f) absences to receive multiple treatments for a condition that likely would result in an incapacity of more than three consecutive days if left untreated.

9.98.2-- Health Insurance Continuation-- The Town will maintain health plan coverage for any employee who takes FMLA at the same level and conditions that would have applied if the employee had not taken leave. The employee must continue to pay ~~his or her~~their share of this coverage, either through payroll deduction or over the counter in the ~~Treasurer's~~Collector's Office. If the employee fails to return to work following the expiration of the period of FMLA leave, the employee will be obligated to pay to the Town the entire Town contribution to the employee's medical insurance plan for the entire period of FMLA leave, except in certain limited circumstances required by law.

9.98.3-- Time Off Benefits-- The employee ~~will not~~shall continue to accrue ~~anytime off benefits such as~~ vacation time, sick leave, holidays, ~~personal leave, and~~ floating holidays, ~~clothing allowance, seniority, bereavement leave or other benefits during any unpaid part of leave. After returning from~~ while out on FMLA leave, however, he/she

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~~will receive all vacation time, sick leave, seniority and other benefits for which he or she was eligible prior to the start of the leave.~~

~~9.98.4. Guarantee of Job~~—: The employee will be able to return to ~~his or her~~their prior position or a position with equivalent benefits, pay and other terms and conditions of employment. -An exception to this guarantee is that the highest paid ten percent (10%) employees of the Town may be notified that their leave, or the continuation of their leave, would cause grievous economic injury to the Town and cannot be granted. -If one of these employees elects not to return to work after such a notice, the Town may then deny later reinstatement.

~~9.98.5. Limits~~—: The following limits will apply to the leave granted under this Article:

1. Leave for the birth or placement of a child expires at the end of the twelve (12) month ~~—~~period beginning on the date of such birth or placement;

2. Leave for the birth or placement of a child or placement of a child for adoption or foster care may not be taken intermittently;

3. Leave for the birth or placement of a child or to care for a sick parent may be limited to a total of twelve (12) weeks when both a husband and wife work for the Town and are eligible for leave;

4. A ~~son or daughter~~child for whom family medical leave may be taken is one under 18 years of age or one who is incapable of self-care because of mental or physical disability;

5. A ~~son or daughter~~child includes an adopted, foster or stepchild, a legal ward or a child of a person standing in loco parentis;

6. A parent includes biological or adoptive parents of an employee, or a person who stands or stood in loco parentis to an employee;

7. Spouse means a husband or wife under the Laws of the Commonwealth of Massachusetts;

8. The Town shall require the employee to substitute paid accrued vacation, floating holiday or sick leave for leave available under the Act;

9. Under this policy, an employee can ~~only~~ substitute paid sick leave for ~~his or her~~their own leave because of a serious health condition ~~and notor~~ for that of a spouse, ~~son, daughter~~child, or parent, ~~except that which is allowed for family illness in Section 9.2~~;

~~10.10. Employees who give birth may use up to eight (8) weeks of sick time, unless medical documentation precludes return to work.~~

~~11. Employees whose spouse gives birth may utilize up to two (2) weeks of sick time not counted against family sick leave.~~

~~11.~~ When medically necessary, leave for a serious health condition may be taken intermittently. The Town may require an employee to provide certification for intermittent leave for planned medical treatment indicating the timing and duration of treatment. -The Town may also require the employee to transfer to a position with equivalent pay and benefits which may better accommodate recurring periods of leave;

~~11.2.~~ The Town may require thirty (30) ~~days~~days notice of planned medical treatment, or such notice as is practicable;

~~11.3.~~ The Town may require proof from a health care provider of a serious health condition of a family member or employee, to include:

- ~~_____~~ (a) The date on which condition commenced;
- ~~_____~~ (b) The probable duration of the condition;
- ~~_____~~ (c) The appropriate medical facts about the condition within the knowledge of the health care provider;
- ~~_____~~ (d) Either a statement that the employee is needed to care for a family member or that the employee is unable to perform the functions of ~~his or her~~their position;
- ~~_____~~ (e) In the case of intermittent or reduced leave for planned medical treatment, the dates on which treatment is scheduled and its expected duration;

~~11.4.~~ The Town- may require the employee to obtain the opinion of a second health care provider of its choosing; a third opinion may also be sought which is to be approved by both parties and which is binding. -The Town will pay for these opinions;

~~11.5.~~ The Town may require recertification of the serious health condition during a leave, and may require an employee to report on ~~his or her~~their status and intention to return to work;

~~15. An employee must supply the~~16. The Town ~~with~~may require a fitness for duty note from a health care provider before a return to work from a serious health condition. ~~As a follow-up, the Town may also send the employee for a fitness for duty appointment with the Town physician, as needed. Said follow-up appointment will be paid for by the Town.~~

Section 9.9. Massachusetts Parental Leave Act: The Town will comply with the Massachusetts Parental Leave Act. Any time taken shall be applied similar to the Family Medical Leave Act including continuous time off benefits accruing and mandatory use of time off benefits during said leave.

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Section 9.10-- Massachusetts Domestic Violence Leave Act: Employees are eligible for up to fifteen (15) days of unpaid leave from work in any twelve (12)-month period if you or a family member are a victim of abusive behavior and you are using the leave from work to:

- seek or obtain medical attention, counseling, victim services or legal assistance;
- secure housing;
- obtain a protective order from a court;
- appear in court or before a grand jury;
- meet with a district attorney or other law enforcement official;
- attend child custody proceedings directly related to the abusive behavior; or
- address other issues directly related to the abusive behavior.

The perpetrator of the abusive behavior against a family member is not eligible for Domestic Violence Leave. Employees are required to notify the Town of Reading in advance of the employee's need to take domestic violence leave, unless there is a threat of imminent danger to the employee or the employee's family member. If there is such a threat, you must provide notice within three (3) workdays following the absence.

In addition to notice of the need for leave, the employee must provide documentation of the reason for the leave, including any of the following: a protective order; a document printed on the official letterhead of a court or other agency or other official letterhead from which the employee sought assistance related to abusive behavior; a police report or statement to police; official adjudication documents showing the perpetrator's involvement in the criminal justice system; documentation of medical treatment; a sworn statement from a professional advocate; or the employee's own sworn statement, executed under penalty of perjury.

All information related to Domestic Violence leave will be kept confidential by the Town and will not be disclosed, except in limited circumstances in accordance with applicable law.

For purposes of this policy, "family member" means persons:

- who are married to one another;
- in a substantive dating or engagement relationship and who reside together;
- having a child in common regardless of whether they have ever married or resided together;
- in a parent, step-parent, child, step-child, sibling, grandparent or grandchild relationship; or
- in a guardianship relationship.

Employees are required to use all annual, vacation, personal, or sick leave already available prior to requesting or taking leave under this policy. To the extent an employee is eligible for leave under the federal Family and Medical Leave Act ("FMLA") and the Massachusetts Domestic Violence Leave Act, such leaves will run concurrently.

Section 9.11. Unpaid Leaves of Absence other- Other than FMLA Leave: -----

The Town Manager may grant leaves of absence, other than leave under the Family Medical Leave Act leave, for good cause without pay to all employees. -In reviewing requests for leave, consideration shall be given to:

1. The nature of the reason;
2. The employee's work record;
3. Impact on operation of the Town.

The leave may be immediately canceled if the employee unilaterally does not comply with the terms of the leave agreed upon.

All requests for leave must be in writing, and a recommendation by the Department Head in writing is required.

~~The period of absence in excess of thirty (30) days shall not be included in an employee's time of continuous service in determining seniority, longevity and determining vacation.~~

The rate of pay for an employee returning from a leave of absence shall be the applicable pay for the same position which the employee held immediately prior to the leave, if the employee is returning to the same position.

Benefits will not accrue during a leave of absence in excess of thirty (30) days. -Specifically, no paid holidays, vacation, floating holidays ~~or~~ sick leave or seniority will accrue.

The Town will not make any payment toward an employee's health or life insurance plans for the period of the leave in excess of thirty (30) days. -Employees have the option, however, of maintaining their coverage after the thirty (30) day period by paying the full premium ~~cost. The Treasurer's or COBRA rate, as applicable. The Collector's~~ Office must be notified by the employee if coverage is desired so that the premium cost can be paid directly by the employee for the period of the leave.

Section 9.11-12. Small Necessities Leave Act:

The Small Necessities Leave Act provides up to twenty-four (24) hours of unpaid leave during any twelve (12)-month period to an eligible employee for the purpose of:

1. participating in school activities directly related to the educational advancement of the employee's child, such as parent-teacher conferences or interviewing for a new school;

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2. accompanying the employee's child to routine medical or dental appointments, such as check-ups or vaccinations; and
3. accompanying an elderly relative of the employee to routine medical or dental appointments and appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

This leave is in addition to any leave the employee may be entitled to under the Family and Medical Leave Act -(FMLA).

9.12.1. Eligibility - The following shall be conditions for eligibility under this Section:

- ◆ Those who have been employed for at least twelve (12) months;
- ◆ Those who have provided at least 1,250 hours of service, including paid ~~vacation time off, in the twelve (12) month period prior to the leave request.~~

~~and sick leave in the twelve (12) month period prior to the leave request.~~

9.12.2. Timing of Twelve (12) Month Leave Period - The twelve (12) month period used for determining an employee's 24 hours of leave entitlement will be a "rolling" twelve (12) month period measured backward from the date the employee begins the use of the leave.

~~9.12.3~~ **9.12.3. Limits** - The following limits will apply to the leave granted under this section:

1. -An employee is required to provide ~~his/her~~their employer with at least seven (7) ~~days~~days' notice when the need for leave is foreseeable.- If the need for leave is not foreseeable, the employee is required to provide the employer with such notice as is practicable under the circumstances.
2. -The Town shall require the employee to substitute paid accrued vacation, floating holiday or sick leave for any of the leave available under this Act. -However, an employer is not required to provide paid sick leave in any situation in which the employer would not normally provide such leave.
3. -An employee may take leave under this Act on an intermittent or reduced leave basis.

Section 9.12-13. Holidays:

9.12.13.1. All regular full time and regular part time employees who work twenty (20) or more hours per week shall be entitled to the following ~~eleven (11)~~twelve (12) holidays, ~~in accordance with Commonwealth's schedule,~~ with pay when they fall within ~~the~~their regular ~~work-week~~workweek:

New Year's Day	Memorial Day	Columbus Day
Martin Luther King Jr. Day	Juneteenth Independence Day	Veteran's/Veterans Day
President's Day/Washington's Birthday	Independence Day	Thanksgiving Day
Patriot's/Patriots' Day	Labor Day	Christmas Day

9.12.13.2. At the beginning of each calendar year ~~the Town~~Human Resources will notify employees on which ~~week-~~day a holiday will be celebrated ~~and/or observed~~ if it is scheduled to fall on a weekend day.-

9.12.13.3. In the event a non-exempt employee is required to work on a Town-recognized holiday, ~~he/she/they~~ shall be compensated for the number of hours worked at double time. In the event an exempt employee is required to work on a Town-recognized holiday, ~~he/she/they~~ will be given an alternative day off within twenty-eight (28) calendar days at the convenience of the Department.

~~9.12.4. A "floating holiday" is a day off to be taken at the employee's discretion with the prior approval of the Department Head. Each employee will be given two (2) floating holidays per calendar year, and the holidays must be used in that calendar year. A floating holiday will not be available to an employee during his/her probationary period.~~

~~9.12.5. 9.13.4.~~ In order to qualify for paid holidays, an employee shall have been employed on the last regularly scheduled work day prior to, and the next regularly scheduled day following such holiday.

~~9.12.6. An employee~~**13.5.** As Town Hall is closed on Fridays, employees who ~~is not~~work their normal scheduled ~~to work on~~hours during the day of a holiday~~Monday-Thursday~~ workweek shall ~~take holiday time on one of his/her regularly scheduled days~~forfeit holidays that ~~week~~are celebrated/observed on Fridays and Saturdays.

~~9.12.7. Any employee hired after May 31st and who has completed the probationary period before Jan 1st may carryover the prorated floating holiday hours into the following year to be used by June 30th.~~

9.13.6. Employees who work five (5) day workweeks shall receive Fridays off if the Commonwealth celebrates/observes a particular holiday on a Saturday.

Section 9.13-14. Vacations:

Paid vacations are available to all regular full time and regular part time employees who work twenty (20) or more hours per week. ~~Vacation time shall be earned on a monthly basis but advanced annually.~~ The following applies to all non-exempt ~~employees as defined in Section 3.6.5. All~~ exempt employees, as defined in ~~Section 3.6.4, will be~~

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eligible for one more additional vacation week than described in Sections 9.13.1 through 9.13.5 below 3.6.5 and 3.6.4. See the chart below.

9.1314.1. Vacation shall accrue at the rate of 5/6 days per month for the remaining portion of the calendar year in which the employee is hired. Thereafter, vacation will be advanced to an employee on January 1 for the entire calendar year. ~~No paid with the expectation that the employee will continue to work for the Town and accrue the vacation will be taken during the probationary period, which was advanced on January 1, over the course of that entire calendar year.~~

9.1314.2. Two (2) weeks' vacation with pay will be advanced to all regular employees beginning January 1 after their employment.

9.1314.3. Three (3) weeks' vacation with pay will be advanced to all regular employees beginning on the date of completion of their fifth year of continuous service. On January 1 of the year in which the completion of the fifth year of continuous service is to be met, the vacation advanced will be the two (2) weeks earned plus the prorated amount of the third week earned that year.

9.1314.4. Four (4) weeks' vacation with pay will be advanced to all regular employees beginning on the date of completion of their tenth year of continuous service. On January 1 of the year in which the completion of the tenth year continuous service is to be met, the vacation advanced will be three (3) weeks earned plus the prorated amount of the fourth week earned that year.

9.1314.5. A fifth week of vacation with pay will be phased in for all regular employees who have completed their twentieth year of continuous service. On January 1 of the year in which the completion of the 20th, 21st, 22nd, 23rd or 24th year of continuous service are to be met, one (1) additional day each year of vacation in addition to the four (4) weeks previously earned will be advanced so that upon the completion of the 24th year of service, a total of five (5) weeks of paid vacation will be earned.

VACATION SCHEDULE FOR ALL ELIGIBLE EMPLOYEES		
Completed years of employment	NUMBER OF VACATION DAYS	
	COLUMN A Non-Exempt Employees	COLUMN B Exempt Employees
0 – 4	10	15
5 – 9	15	20
10	20	21
11	20	22
12	20	23
13	20	24
14	20	25 (maximum)
15 – 19	20	
20	21	
21	22	
22	23	
23	24	
24	25 (maximum)	

9.1314.6. The Town Manager may set a different vacation schedule based upon relevant years of service with another municipality, the Commonwealth of Massachusetts, or in the private sector.

9.1314.7. Vacations must be taken within the calendar year. ~~An employee advanced up to three (3) weeks/weeks' vacation may elect to carry over one week of vacation into the next calendar year. An employee advanced four (4) weeks or more vacation may carry over up to two (2) weeks of vacation into the next calendar year. Any vacation carried over must be taken by June 30th of the next calendar year. All carryAny unused time will be forfeited. Time carried over must have prior approval of the Department Head. Any additional carryover must be approved by the Town Manager.~~

9.1314.8. Vacations are scheduled under the direction of the Department Head at the convenience of the Department.

9.1314.9. If a holiday falls within the vacation period, ~~one day will the employee shall not be added to the charged vacation pay, but rather holiday pay, as applicable.~~

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~~9.1314.10.~~ Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on ~~his/her/their~~ part, or by resignation in good standing, retirement or death, ~~he/she/they~~ or ~~his/her/their~~ estate shall be paid at the regular rate of compensation payable at the termination of employment, an amount in lieu of earned but unused vacation.

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~~9.1314.11.~~ An employee ~~who terminates whose~~ employment is voluntarily or involuntarily terminated with the Town ~~and who has taken~~ shall forfeit ~~Any~~ vacation ~~in excess of that which has~~ balance advanced on January 1 but not yet accrued by the employee that calendar year (determined on the monthly accrual basis referred to in ~~9.13.1-14.1~~) as of the termination date. Any such employee who has taken vacation in excess of that which the employee has accrued that calendar year as of the termination date (pursuant to 9.14.1) must compensate the Town for the excess vacation taken either directly or by withholding from paychecks. Employees who are retiring and give at least six (6) months notice will be entitled to the full year's year's paid vacation without pro-ration.

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This option is available only once. If, after giving six (6) months notice, an employee decides not to retire, the employee may not take advantage of this option again.

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~~Section 9.1415. Floating Holidays:~~

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A "floating holiday" is a day that is taken at the employee's discretion with the prior approval of the Department Head. Each employee will be given two (2) floating holidays per calendar year which must be used within that calendar year. Unused floating holiday time cannot be carried over into the next calendar year.

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~~Section 9.16. Group Health and Life Insurance Benefits:--~~

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The Town complies with State Law regarding group health and life insurance.- The Town will provide and may amend a package of group health and life insurance benefits to its regular full time and regular part time employees who work twenty (20) or more hours per week. -Employees have a right to choose from among available medical benefits or may decline such benefits.

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The benefit plan, if any, in effect for each employee at the time of retirement shall be in accordance with the plan to which the employee is entitled- Public Employee Committee's written agreements. The Town- recognizes the validity of a coalition bargained agreement dealing with the subject of group health and life insurance, and the Town and its employees recognize that, unless there is a change in State statutes to the contrary, they are bound by this agreement as it may be modified through the coalition bargaining process from time to time.

~~Section 9.15. Employee Awards:--~~

The Town may establish and operate, in accordance with Chapter 40 5-43 of the Laws of the Commonwealth, an Awards Program for Reading Town Employees to provide for the recognition of outstanding performance by an employee(s) as follows:

- ~~1. In making suggestions that result in cost savings to the Town, or providing better service to Town residents;~~
- ~~2. Act of bravery or heroism;~~
- ~~3. Development of a more efficient manner of performing required jobs;~~
- ~~4. Provision of outstanding service to the Town or its residents;~~
- ~~5. Accomplishments of an outstanding nature in the employee's profession;~~
- ~~6. Other similar areas that shall be determined from time to time.~~

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The Reading Employee Awards Committee (REAC) shall consist of the Town Manager; one employee from each department appointed by the Town Manager for staggered three (3) year terms, and a member of the Board of Selectmen appointed by the Board for a one (1) year term. The REAC shall also administer special employee awards as may be established.

Receipt of an employee award shall be entered in the employee's permanent personnel record.

~~Section 9.1617. Employee Assistance Program:--~~

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The Town of Reading may offer its regular employees and/or their immediate families an Employee Assistance Program hereafter known as "EAP". -The goals of this program are:

1. To retain valued employees;
2. To restore productivity through early identification of personal problems; and
3. To motivate employees to seek help with life management problems.

The EAP consists of an outside counseling group retained by the Town to provide professional counseling and referral services. Their trained personnel can quickly assess an employee's problem, provide short-term counseling and/or referral and follow-up services until the problem is resolved.

Talking to an EAP counselor is free. Costs occur to the employee only if professional help is recommended by the counselor. -Most professional services will be covered, either partially or totally, by the employee's existing health insurance.

Information on the EAP will be posted prominently, will be available in all Town buildings, and will be available from ~~Department Heads and~~ the Human Resources ~~Division~~Director.

An employee's private life is not the concern of the Town. -However, when an employee's personal life problems and stress begin to affect ~~his/hers~~their job performance or attendance, the matter becomes a justifiable concern of the Town.

When an employee's job performance is impaired, normal supervisory assistance will serve as the motivation by which employee's job performance will return to an acceptable level in most cases. In those cases where normal remedial or supervisory assistance does not correct performance problems, outside or personal problems may be the cause.

The Town encourages all employees experiencing physical illness, mental or emotional distress, financial hardships, marital or family difficulties, substance abuse or addiction, legal problems or any other concerns, to seek appropriate help. -In most cases, identifying the problem and receiving appropriate assistance will lead to its successful resolution. -The Town supports and encourages employees in their efforts to resolve personal or family problems.

The Town believes an employee's job performance may be affected by the problems of family members. For this reason, the Town extends the same offer of assistance to the immediate family of all regular employees.

All contacts with the Employee Assistance Program are completely confidential. -Records are kept at the EAP offices, and may not be released without the employee's written consent.

The Town's concern with life management problems is strictly limited to an employee's job performance. Employees are assured that their job security, future reputation or promotional opportunities will not be jeopardized by participation in the EAP.

Participation in the EAP is, however, voluntary. -In cases where a supervisor has suggested the services of the EAP, the employee may elect not to take advantage of it. -Where disciplinary action has been initiated, such procedures will continue. Disciplinary action may continue whether or not an employee participates in the EAP. If an employee does take advantage of the EAP, it still remains the employee's responsibility to meet job requirements. -The EAP is meant to be a positive adjunct for employees, not a way to excuse substandard performance.

~~Section 9.17. Employee 18. Professional Development:~~

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

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

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

Attendance at ~~employee~~professional development programs is dependent upon the following:

- ~~1.~~ ~~1.~~ The employee must have completed the probationary period;
- ~~2.~~ ~~2.~~ The ~~employee~~professional development program must be related to the employee's current job or a ~~3.~~ job that can reasonably be expected to be available with the Town in the near future;
- ~~4.~~ ~~3.~~ Adequate appropriation in the Municipal Budget dedicated to ~~employee~~professional development;
- ~~5.~~ ~~4.~~ The Division or Department Head must feel that attendance at the program will not adversely affect the functioning of the Division or Department in the employee's absence;
- ~~6.~~ ~~5.~~ Application to attend the program must be made in writing and approved by the Division and Department Head and the Town Manager in advance of the beginning of the program;
- ~~7.~~ ~~6.~~ The employee must complete the program with a grade of ~~"C"~~ or better with satisfactory completion of the course if the course is ungraded.

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

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Section 9.1819. Office Closings:

In extreme cases, the Town Manager may order the closing, late opening or early closing of non-essential buildings such as the Town Hall or the Library. Every effort will be made to contact employees directly either by "such as telephone trees" calls, text messages, email and/or electronic notification. The Town's web-based presence. Department Heads should follow-up with their staff to ensure this communication is received. In such instances, employees scheduled to work will not be charged for the time off, but neither will employees who had already arranged for. Those scheduled to not work due to vacation or some other paid time off will still be credited with that charged in accordance with their pre-arranged paid time-off usage.

In cases of severe weather and driving conditions, the Town will exercise flexibility in arrival and leaving times, so long as the time is made up or charged to vacation or floating holiday leave.

In cases where an employee feels personally at risk due to extreme weather conditions, or other extreme emergency, and an office closing or delay has not been ordered, the employee may make up the time or take accrued vacation or floating holiday leave paid time off (excluding sick time) for that day or part of a day that he/she chooses not to come to work or chooses to leave early hours missed.

It is the responsibility of the Department Head to ensure that there is adequate office coverage at all times when Town buildings are open for business.

Section 9.1920. Personal Property:

The Town shall reimburse employees for the reasonable replacement cost of personal property (glasses, artificial teeth, watches, etc.) which is required by the job and damaged by accident in the course of employment. Employees should use all reasonable precautions to prevent loss or damage by accident to personal property.

Section 9.21. Technology Equipment and Internet Usage:

The Technology Division shall administer policies that remain up to date regarding, but not limited to, best practices, equipment usage and security protocols. These shall pertain to all employees that utilize Town-issues equipment such as desktop computers, laptops, cell phones, office phones, printers, facsimile machines, copiers, tablets or any other equipment under the jurisdiction of the Technology Division. All equipment shall only be used for Town-related business and not personal or other use.

The Town's Internet access shall only be used for business purposes. Employees should not use the access for non-related business purposes.

Section 9.22. Remote Work:

As a public employer, the Town is expected to provide in-person customer service to its constituents. However, temporary telecommuting arrangements may be approved for circumstances such as inclement weather or special projects. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance, and shall not exceed more than one (1) working day per week. These temporary arrangements are to be pre-approved by the Department Head.

In extraordinary circumstances, as determined by the Town in its sole discretion, an employee may be permitted to work remotely on a regular or ad hoc basis. Requests of this nature shall be made to the Department Head, who, if accepting the request, shall gain approval from the Town Manager and Human Resources Director prior to permitting remote work. The employee shall be notified in writing of the decision on their request along with any conditions of continuance. Employees that work remotely are expected to perform their regular essential duties during their normal work hours. Should an employee need to step away from their work, they must notify their immediate supervisor to make them aware of their absence. Time not worked during said absence shall be made-up or substituted with paid time off (excluding sick time, as applicable). Employees shall be held accountable for their time spent on remote work as though they were in the office.

ARTICLE 10:- DISCIPLINARY ACTION

Disciplinary action is the action taken as a result of unsatisfactory performance, absenteeism, or misconduct by an employee.

Among those actions Actions which may result in immediate suspension without pay, demotion or dismissal are the following could include but are not limited to:

1. ~~1.~~ Absence from duty for one (1) work day or more without notice and/or without approval of the employee's supervisor. This shall be ~~termed~~ considered a resignation not in good standing;
2. ~~2.~~ Insubordination or serious breach of ~~discipline~~ professional conduct;
3. ~~3.~~ Intoxication or use of alcohol, drugs or controlled hazardous substances while on duty;
4. ~~Chronic~~ A pattern of chronic or excessive absenteeism, not related to a legitimate illness;
4. ~~5.~~ Disorderly conduct while on duty;
5. ~~6.~~ Breaking of any Town, State or Federal law while at work;

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- ~~6. 7-~~ Conviction of a criminal act or offense;
- ~~7. 8-~~ Negligence, willful damage or private use of public property or of public supplies;
- ~~8. 9-~~ Use or attempt to use one's authority or official influence to control or modify the political actions of any Town employee, or engaging in any form of political activity during working hours.

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This list is for illustrative purposes only.

Action for the offenses listed below will generally be taken in the following order: oral reprimand, written reprimand, suspension with or without pay, demotion and dismissal. The Town reserves the right to ~~take advance to~~ any ~~form stage in the order of~~ ~~disciplinary action and discipline~~, including dismissal, for any offense depending on the seriousness of the offense, or where it believes the public health, safety, or welfare warrants other action or where the Town Manager believes other action is ~~necessary appropriate~~.

- ~~1. 1-~~ Neglect of duty;
- ~~2. 2-~~ Failure to report to work after authorized leave has expired, or after such leave has been disapproved or revoked;
- ~~3. 3-~~ Incompetence or inefficiency;
- ~~4. 4-~~ Willful violation of any statutes, rules, regulations, Departmental regulations, or policies relating to Town employees.

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Oral reprimands may be administered by the Department Head or by the Town Manager. -An employee who is issued an oral reprimand will be specifically informed of the oral reprimand, and the Department Head may keep a written notation of the oral reprimand although that notation will not be kept in a personnel file.

A written reprimand may be issued by the Department Head with a copy to the Town Manager, or by the Town Manager directly with a copy to the Department Head, and a copy will be included in the personnel file.

All other forms of discipline will be administered by the Town Manager upon consultation with the Department Head. -A record of all disciplinary action (except for oral reprimands) will be included in the employee's personnel file.

Any employee being disciplined shall have a right to be informed of the charges and penalties assessed, and shall have a right to discuss these with the Department Head or Town Manager, whoever is administering the discipline. Appeal from a disciplinary action may be made in accordance with Article 11.

ARTICLE 11: COMPLAINTS PROCEDURE

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All differences, disputes and complaints that may arise between Town employees and their respective Departments shall be considered at reasonable times during working hours and handled in the following steps:

~~Step 1-~~ Within ~~seven (7) calendar~~ five (5) business days following the incident which gave rise to the complaint, the aggrieved employee may take ~~his/her/their~~ complaint to the immediate supervisor for resolution. -If the matter is not resolved to the satisfaction of the employee within two (2) ~~working~~ business days, the employee may proceed to Step 2.

~~Step 2-~~ Within ~~seven (7) calendar~~ five (5) business days following the completion of Step 1, the employee may meet with ~~his/her/their~~ immediate supervisor and ~~the appropriate/their~~ Department Head to resolve the complaint. If the complaint is not resolved to the satisfaction of the employee within ~~seven (7) calendar~~ five (5) business days, the employee may proceed to Step 3.

~~Step 3-~~ Within ~~seven (7) calendar~~ five (5) business days following the completion of Step 2, the employee may notify the Town Manager, in writing, of ~~his/her/their~~ complaint. ~~If the complaint is not resolved to the satisfaction of the employee within fourteen (14) calendar days, the complaint may proceed to Step 4.~~

~~Step 4~~ Within ~~seven (7) calendar days following the completion of Step 3, the employee may request a meeting with the Board of Selectmen. The meeting shall be held within twenty eight (28) calendar days of the request.~~ The decision of the ~~Board of Selectmen/Town Manager~~ shall be final and binding upon all parties concerned.

All differences, disputes and complaints that may arise between Library employees and their supervisors shall be handled in the manner stated above, ~~except the Board of Library Trustees shall be substituted for the Town Manager in Step 3.~~

ARTICLE 12: CONFLICT WITH CIVIL SERVICE AND OTHER REGULATIONS

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Nothing in this Policy shall be construed to conflict with Chapter 31 of the Massachusetts General Laws.
To the extent that these policies conflict with applicable Civil Service or other requirements, and the Civil Service or other requirements are binding on the Town, the Civil Service or other requirements shall apply only to the extent that there is a conflict.

Generally, to the extent there is any conflict between the terms of these personnel policies and the Charter or the By-Laws, the terms of the Charter or the By-Laws shall control. If there is any conflict between the terms of these personnel policies and any written or collective bargaining agreement, the terms of the written contract or collective bargaining agreement shall control only to the extent that there is a conflict.

ARTICLE 13: -EFFECT OF INVALIDITY

The invalidity of any section or provision of this policy shall not invalidate any other section or provision thereof.

ARTICLE 14: -EFFECTIVE DATE

This policy is effective as of the date it is approved by the ~~Select Board of Selectmen~~. This policy will not be construed to deprive any person employed at the effective date of this policy of any promotional right in normal career development, nor change the existing status of any employee. However, the Town may modify schedules, shifts, squads, or work units to eliminate any potential for conflict under this policy.

Original Adoption: December 1988
Revised: December 18, 1990
September 13, 1994
August 26, 1997
December 14, 1999
May 21, 2002
April 15, 2003
October 6, 2009
January 18, 2022

The following schedules are available from the Human Resources ~~Administrator~~ Director.
Schedule A-1, Classification Plan
Schedule B-1, Compensation Plan
Schedule A-2, Classification Plan - Seasonal Employee
Schedule B-2, Compensation Plan - Seasonal Employee

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

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

TOWN MANAGER
(781) 942-6643

August 18, 2022

Diane Morabito

Dear Diane,

It is my pleasure to confirm your appointment to the position of Treasurer/Assistant Finance Director with the Town of Reading's Finance Department. Your anticipated start date is Tuesday, September 6, 2022, effective upon satisfactory completion of your reference checks, pre-employment physical examination and CORI check. You will find a complete job description attached.

This is a full-time, non-union, exempt position classified at Grade J on the Town of Reading Classification Plan. In accordance with section 6.2.4 of the Town's Personnel Policy, upon approval from the Select Board, your starting salary will be at step 11 on the FY23 Compensation Plan, \$99,625.50 annually. Your regularly scheduled hours are 37.5 per week.

Your appointment is subject to a six (6) month probationary period, which, after a satisfactory performance review, will result in a step increase. Thereafter, you will receive salary increases at the beginning of each fiscal year, subject to satisfactory reviews and the budget process. Your direct supervisor is Sharon Angstrom, Town Accountant/Finance Director.

The Town of Reading requires a pre-employment exam which will be conducted by Quadrant Health Strategies located at 500 Cummings Center, Suite 4350, Beverly, MA 01915, 978-532-2428. Human Resources will provide you with the details on your appointment time/date. Please arrive 15 minutes early to fill out any necessary paperwork and be prepared to show a photo ID. The costs of these examinations will be borne by the Town of Reading.

Please contact Human Resources to establish a time to complete your onboarding. Copies of required forms including W-4, CORI and I-9 forms are available on our website: <https://www.readingma.gov/administrative-services/human-resources/pages/new-hire-forms>. You will also find our Personnel Policies, Ethics, Safety and other important information located on that page. Please review the new hire information and fill out the required forms to bring with you to your onboarding appointment.

Congratulations and we hope your experience here will be a pleasant one. We pride ourselves on the high quality of our employees and are pleased to welcome you to the Town of Reading.

Sincerely,



Fidel A. Maltez
Town Manager

By signing below, I hereby accept the abovementioned appointment in the Town of Reading. I understand that the rate of pay as stated above is subject to Select Board approval. Furthermore, I understand this offer may be revised to step 8 on the Compensation Chart if said approval is not attained.



Diane Morabito



Date

DIANE MORABITO, CPA

SUMMARY:

- Extensive accounting experience in real estate, manufacturing, non-profit, and apparel-based industries
- Strong work ethic, dedicated, efficient, detail oriented and well organized
- Demonstrated ability to communicate clearly and work positively with others to reach a common goal
- Ability to manage tight deadlines and prioritize workloads with a high degree of accuracy in a fast-paced environment

PROFESSIONAL WORK EXPERIENCE

SELF-EMPLOYED

Bookkeeping Services

Lynnfield, Massachusetts
November 2018 – Present

- Assisted client with all tasks to transition from a manual system to Yardi
- Prepare monthly review of general ledger for a Real Estate company and monthly entries to ensure accurate book balances
- Preparation of payroll journal entries for the management company
- Reconciliation of all cash accounts and general ledger accounts
- Perform ad-hoc requests from the CEO
- Created templates for Balance Sheet, Profit and Loss Statements, and respective groupings
- Prepare Profit and Loss Statements as needed

NEW ENGLAND CONFECTIONERY CO., INC.

Controller

Revere, Massachusetts
January 2015 – November 2018

- Directed the work of the Finance and AR Manager
- Co-managed Accounts payable staff and Payroll staff of two
- Managed and supervised all aspects of the Finance department, including A/R, Commissions Analyst, and Finance team
- Assisted and supported CFO with various analysis and special projects
- Prepared and reviewed monthly financial statements
- Coordinated physical inventory counts with operations departments
- Documented policies and procedures for the finance department
- Coordinated the year-end audit with third party independent auditors
- Prepared and reviewed monthly financial statements
- Prepared annual budgets for the company in coordination with department heads
- Organized monthly meetings with department heads to review budget vs. final cost
- Created and distributed operational reports on a monthly basis to assist managers in monitoring weekly/monthly spend against budget
- Established monthly review process to track use tax
- Reviewed purchase price variance reports daily and identified variances
- Reviewed and approved reconciliations monthly
- Coordinated the state and federal tax filings with a third-party accounting firm
- Worked with insurance agencies to obtain certificate of liabilities
- Created and maintained a permanent folder file to house all invaluable documents(j.e. loan agreements, contract, licenses, tax documents, etc.)
- Upon operations ceasing, I was the only employee (from 500) maintained to quickly learn and perform ALL roles within the company.

Accounting Manager

June 2013 – December 2014

- Directed the work of the Staff accountant
- Oversaw the audit process
- Converted month-end close to a five-day process publishing financials timely
- Responsible for commissions calculation and analysis
- Stream lined the commissions reporting process by creating a master table and making revisions to RSM and Broker sales reports
- Created and implemented journal entry and reconciliation preparation and approval process
- Created and implemented CAPEX policy and tracking spreadsheet for department heads
- Created spend budgets for Company
- Preparation of weekly and monthly spend
- Preparation of timely financials
- Reconciled intercompany transactions
- Preparation of use tax returns filings
- Preparation of Census filings
- Hired and trained accounting staff

ORCHARD BRANDS

Accounting Manager

Beverly, Massachusetts
August 2011- May 2013

- Managed the month-end close process including the generation of internal financial reporting
- Provided analysis of monthly financial statements and underlying statements
- Reviewed all balance sheet reconciliations and assess the risk exposure for any identified variances
- Directed a staff of two to manage the financial functions and processes
- Established and maintained effective communication and coordination with company personnel, departments, and management
- Reviewed the bi-monthly and monthly Borrowing Base schedules to ensure they are accurate
- Responsible for preparing year-end cash flow and footnote disclosure templates for corporate
- Worked closely with financial auditors(Grant Thornton LLP and PricewaterhouseCoopers) to successfully achieve audited financial statements with minimal audit adjustments
- Assisted corporate and work with staff to complete bank requests to ensure the timely completion of quarterly bank audits
- Coordinated information requests from various corporate groups and ensure timely responses
- Prepared and file sales tax in timely manner
- Preparation of inventory in-transit schedules and reconciliation of landed costs

Senior Accountant

June 2007 – August 2011

- Preparation of monthly consolidated balance sheet and profit and loss statements submitted to corporate
- Produced analysis to support the understanding of the monthly financial statements
- Assisted the senior financial manager with the month end close process
- Served as liaison between corporate and the brands, identifying and resolving problems
- Maintained the intercompany activity and report activity to each brand (ten companies)
- Prepared borrowing base schedules and supporting accounts receivable and inventory schedules
- Recorded catalog sales and related income entries
- Responsible for recording debt entries and reconciliation of monthly line of credit activity
- Generated monthly journal entries, including all accruals, requiring judgment and analysis
- Conducted monthly balance sheet reconciliation and analysis
- Perform a variety of ad-hoc assignments working directly for senior management
- Served as financial accounting lead on initial third party contract entered into by the company and provided entries to all brands
- Established reconciliation process of shared service department balances
- Developed and implemented reconciliation process for monthly sales
- Assisted in preparing for yearly external audit conducted by PriceWaterhouseCoopers
- Prepared Add-back schedules for all below-the line items submitted to the bank
- Recorded catalog amortization entries
- Provided back-up support for cash accountant, which included updating cash activity worksheets to arrive at the daily cash requirements

- Nominated for the Appleseed's Excellence Award by both management and peers in the categories of Growth and Teamwork

ROMAN CATHOLIC ARCHDIOCESE OF BOSTON

Senior Accountant

Brighton, Massachusetts

May 2005 - May 2007

- Prepared and monitored weekly cash flow projections to address cash flow requirements for all operating accounts
- Prepared monthly bank reconciliations and analysis of all accounts, including timely follow up on resolving reconciling items
- Prepared and entered journal entries to ensure all accounts were in compliance with GAAP
- Prepared monthly workpapers to support financial statement activity
- Prepared monthly flux analysis for balance sheet accounts, income and expense accounts to identify and research any significant fluctuations
- Prepared monthly and year end GAAP financial statements
- Communicated with department heads and agency directors regarding accounting transactions and analysis
- Assisted in the implementation and compliance of policies and procedures, as well as enhancements of financial and accounting systems and processes

ERCOLINI & COMPANY LLP

Supervisor

Boston, Massachusetts

September 1997 - July 2004

- Supervised and conducted audits, reviews, compilations and other special engagements
- Responsible for the overall administrative planning of audit and tax engagements
- Responsible for determining the scope of audit engagements, audit objectives and preparation of detailed audit procedures
- Developed and implemented audit procedures for new accounting and auditing pronouncements
- Reviewed audit work, financial statements, and various assignments of staff
- Responsible for the supervision, administrative control and professional development of staff members
- Developed and monitored budgets for staff and engagements as a whole
- Planned and supervised staff in the testing of system internal controls and the recommendation of procedural improvements
- Preparation of various financial statements and tax returns (i.e. Individuals, Partnerships, and Corporations)
- Created, developed and instructed an educational seminar on various technical compliance standards and pronouncements
- Created technical compliance guidance manual for firm employees
- Maintained key client contacts and relationships

EDUCATION

NORTHEASTERN UNIVERSITY

Bachelor of Science Degree in Business Administration

Concentration in Accounting

Boston, Massachusetts

GPA 3.8

PROFESSIONAL AFFILIATIONS

American Institute of Certified Public Accountants, Massachusetts Society of Certified Public Accountants, Phi Kappa Phi

COLLEGE HONORS

Summa Cum Laude, Phi Kappa Phi, Beta Gamma Sigma, All-American Scholar, Golden Key National Honor Society, Deans List - all quarters, University Honors Program, National Deans List, National Collegiate Business Awards Winner, Lyman A. Keith Memorial Scholarship, Sons of Italy Scholarship

COMPUTER SKILLS

Microsoft Excel, Microsoft Word, WordPerfect, Commerical Ware, Infinium, Business Planning Consolidation Software, Go-system Audit Software, FAST Tax, Profx Tax Software, RIA Tax Research, BNA Tax Planning Software

FY2023 TOWN OF READING COMPENSATION PLAN

Schedule B-1

(1.75% COLA increase coupled with step movement when eligible)

effective June 20, 2022

ANNUAL (based on a 37.5 hr workweek) Salaries are rounded to the nearest dollar

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
A	\$ 34,671	\$ 35,354	\$ 36,075	\$ 36,777	\$ 37,518	\$ 38,279	\$ 39,020	\$ 39,819	\$ 40,619	\$ 41,438	\$ 42,257	\$ 43,095	\$ 43,973	\$ 44,850
B	\$ 38,142	\$ 38,883	\$ 39,663	\$ 40,463	\$ 41,262	\$ 42,101	\$ 42,939	\$ 43,797	\$ 44,675	\$ 45,572	\$ 46,488	\$ 47,405	\$ 48,360	\$ 49,335
C	\$ 41,945	\$ 42,783	\$ 43,622	\$ 44,499	\$ 45,396	\$ 46,313	\$ 47,249	\$ 48,165	\$ 49,140	\$ 50,115	\$ 51,129	\$ 52,143	\$ 53,196	\$ 54,269
D	\$ 46,137	\$ 47,073	\$ 47,990	\$ 48,965	\$ 49,940	\$ 50,934	\$ 51,968	\$ 53,001	\$ 54,054	\$ 55,146	\$ 56,238	\$ 57,369	\$ 58,520	\$ 59,690
E	\$ 50,759	\$ 51,773	\$ 52,806	\$ 53,840	\$ 54,932	\$ 56,024	\$ 57,135	\$ 58,286	\$ 59,456	\$ 60,645	\$ 61,874	\$ 63,102	\$ 64,370	\$ 65,657
F	\$ 55,829	\$ 56,940	\$ 58,071	\$ 59,241	\$ 60,411	\$ 61,620	\$ 62,868	\$ 64,136	\$ 65,423	\$ 66,710	\$ 68,055	\$ 69,401	\$ 70,785	\$ 72,228
G	\$ 61,406	\$ 62,634	\$ 63,882	\$ 65,150	\$ 66,476	\$ 67,802	\$ 69,147	\$ 70,532	\$ 71,936	\$ 73,398	\$ 74,861	\$ 76,343	\$ 77,883	\$ 79,443
H	\$ 67,548	\$ 68,913	\$ 70,278	\$ 71,682	\$ 73,106	\$ 74,588	\$ 76,070	\$ 77,591	\$ 79,151	\$ 80,730	\$ 82,349	\$ 83,987	\$ 85,683	\$ 87,380
I	\$ 74,315	\$ 75,797	\$ 77,298	\$ 78,858	\$ 80,438	\$ 82,037	\$ 83,675	\$ 85,352	\$ 87,068	\$ 88,784	\$ 90,578	\$ 92,372	\$ 94,224	\$ 96,116
J	\$ 81,725	\$ 83,382	\$ 85,040	\$ 86,717	\$ 88,472	\$ 90,246	\$ 92,040	\$ 93,893	\$ 95,745	\$ 97,676	\$ 99,626	\$ 101,634	\$ 103,643	\$ 105,729
K	\$ 89,895	\$ 91,709	\$ 93,522	\$ 95,414	\$ 97,325	\$ 99,275	\$ 101,244	\$ 103,272	\$ 105,339	\$ 107,445	\$ 109,610	\$ 111,794	\$ 114,036	\$ 116,318
L	\$ 98,885	\$ 100,874	\$ 102,902	\$ 104,949	\$ 107,036	\$ 109,181	\$ 111,365	\$ 113,607	\$ 115,869	\$ 118,190	\$ 120,549	\$ 122,948	\$ 125,424	\$ 127,940
M	\$ 108,791	\$ 110,975	\$ 113,178	\$ 115,440	\$ 117,761	\$ 120,120	\$ 122,519	\$ 124,956	\$ 127,452	\$ 130,026	\$ 132,620	\$ 135,252	\$ 137,982	\$ 140,732

HOURLY

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
A	17.78	18.13	18.50	18.86	19.24	19.63	20.01	20.42	20.83	21.25	21.67	22.10	22.55	23.00
B	19.56	19.94	20.34	20.75	21.16	21.59	22.02	22.46	22.91	23.37	23.84	24.31	24.80	25.30
C	21.51	21.94	22.37	22.82	23.28	23.75	24.23	24.70	25.20	25.70	26.22	26.74	27.28	27.83
D	23.66	24.14	24.61	25.11	25.61	26.12	26.65	27.18	27.72	28.28	28.84	29.42	30.01	30.61
E	26.03	26.55	27.08	27.61	28.17	28.73	29.30	29.89	30.49	31.10	31.73	32.36	33.01	33.67
F	28.63	29.20	29.78	30.38	30.98	31.60	32.24	32.89	33.55	34.21	34.90	35.59	36.30	37.04
G	31.49	32.12	32.76	33.41	34.09	34.77	35.46	36.17	36.89	37.64	38.39	39.15	39.94	40.74
H	34.64	35.34	36.04	36.76	37.49	38.25	39.01	39.79	40.59	41.40	42.23	43.07	43.94	44.81
I	38.11	38.87	39.64	40.44	41.25	42.07	42.91	43.77	44.65	45.53	46.45	47.37	48.32	49.29
J	41.91	42.76	43.61	44.47	45.37	46.28	47.20	48.15	49.10	50.09	51.09	52.12	53.15	54.22
K	46.10	47.03	47.96	48.93	49.91	50.91	51.92	52.96	54.02	55.10	56.21	57.33	58.48	59.65
L	50.71	51.73	52.77	53.82	54.89	55.99	57.11	58.26	59.42	60.61	61.82	63.05	64.32	65.61
M	55.79	56.91	58.04	59.20	60.39	61.60	62.83	64.08	65.36	66.68	68.01	69.36	70.76	72.17

FY23 - based on hours = 1,959.0 (52 weeks + one 9hr day)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
A	\$ 34,831	\$ 35,517	\$ 36,242	\$ 36,947	\$ 37,691	\$ 38,455	\$ 39,200	\$ 40,003	\$ 40,806	\$ 41,629	\$ 42,452	\$ 43,294	\$ 44,175	\$ 45,057
B	\$ 38,318	\$ 39,062	\$ 39,846	\$ 40,649	\$ 41,452	\$ 42,295	\$ 43,137	\$ 43,999	\$ 44,881	\$ 45,782	\$ 46,703	\$ 47,623	\$ 48,583	\$ 49,563
C	\$ 42,138	\$ 42,980	\$ 43,823	\$ 44,704	\$ 45,606	\$ 46,526	\$ 47,467	\$ 48,387	\$ 49,367	\$ 50,346	\$ 51,365	\$ 52,384	\$ 53,442	\$ 54,519
D	\$ 46,350	\$ 47,290	\$ 48,211	\$ 49,190	\$ 50,170	\$ 51,169	\$ 52,207	\$ 53,246	\$ 54,303	\$ 55,401	\$ 56,498	\$ 57,634	\$ 58,790	\$ 59,965
E	\$ 50,993	\$ 52,011	\$ 53,050	\$ 54,088	\$ 55,185	\$ 56,282	\$ 57,399	\$ 58,555	\$ 59,730	\$ 60,925	\$ 62,159	\$ 63,393	\$ 64,667	\$ 65,960
F	\$ 56,086	\$ 57,203	\$ 58,339	\$ 59,514	\$ 60,690	\$ 61,904	\$ 63,158	\$ 64,432	\$ 65,724	\$ 67,017	\$ 68,369	\$ 69,721	\$ 71,112	\$ 72,561
G	\$ 61,689	\$ 62,923	\$ 64,177	\$ 65,450	\$ 66,782	\$ 68,114	\$ 69,466	\$ 70,857	\$ 72,268	\$ 73,737	\$ 75,206	\$ 76,695	\$ 78,242	\$ 79,810
H	\$ 67,860	\$ 69,231	\$ 70,602	\$ 72,013	\$ 73,443	\$ 74,932	\$ 76,421	\$ 77,949	\$ 79,516	\$ 81,103	\$ 82,729	\$ 84,374	\$ 86,078	\$ 87,783
I	\$ 74,657	\$ 76,146	\$ 77,655	\$ 79,222	\$ 80,809	\$ 82,415	\$ 84,061	\$ 85,745	\$ 87,469	\$ 89,193	\$ 90,996	\$ 92,798	\$ 94,659	\$ 96,559
J	\$ 82,102	\$ 83,767	\$ 85,432	\$ 87,117	\$ 88,880	\$ 90,663	\$ 92,465	\$ 94,326	\$ 96,187	\$ 98,126	\$ 100,085	\$ 102,103	\$ 104,121	\$ 106,217
K	\$ 90,310	\$ 92,132	\$ 93,954	\$ 95,854	\$ 97,774	\$ 99,733	\$ 101,711	\$ 103,749	\$ 105,825	\$ 107,941	\$ 110,115	\$ 112,309	\$ 114,562	\$ 116,854
L	\$ 99,341	\$ 101,339	\$ 103,376	\$ 105,433	\$ 107,530	\$ 109,684	\$ 111,878	\$ 114,131	\$ 116,404	\$ 118,735	\$ 121,105	\$ 123,515	\$ 126,003	\$ 128,530
M	\$ 109,293	\$ 111,487	\$ 113,700	\$ 115,973	\$ 118,304	\$ 120,674	\$ 123,084	\$ 125,533	\$ 128,040	\$ 130,626	\$ 133,232	\$ 135,876	\$ 138,619	\$ 141,381

FY23 Non-Union Compensation Chart approved 5.17.22 Union Non-Union Salary Tables



Housing Production Plan Town of Reading

Prepared for the Town of Reading

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with the assistance from the Town of Reading: Jean Delios, Assistant Town Manager; Julie Mercier, Community Development Director; Kim Honetschlager, GIS Administrator, and Ryan Percival, Town Engineer

Date: February 14, 2018

Table of Contents

Introduction	3
Executive Summary	5
Summary of Demographic and Housing Characteristics	6
Goals for Affordable Housing Production	7
Section 1: Comprehensive Housing Needs Assessment	9
A. Demographic Analysis	9
1. Total and Projected Populations:	9
2. Household Types:	9
3. School Enrollment and Projections	13
4. Race and Ethnicity:	14
5. Residents with Disabilities	14
6. Income Analysis:	15
B. Housing Stock Analysis	19
1. Housing Units and Types	19
2. Housing Tenure	19
3. Year Housing Units Constructed	20
4. Housing Market Conditions:	20
5. Housing Affordability Analysis:	22
6. M.G.L. Chapter 40B Subsidized Housing Inventory	26
C. Affordable Housing Efforts	29
1. Adoption of Smart Growth Districts (40R)	30
2. Challenges and Constraints to the Development of Affordable Housing	32
Section 2: Affordable Housing Goals and Strategies	41
Housing Goals	41
Housing Strategies	42
Reaching 10%	42
Regulatory Strategies	43
Local Initiative Strategies	48
Action Plan	55
Appendices	56
Housing Profile	56
Interagency Policy	57

Introduction

A Housing Production Plan (HPP), defined in regulations at 760 CMR 56.03 and administered by the Department of Housing and Community Development (DHCD), is a proactive strategy for planning and developing affordable housing. The HPP identifies the housing needs of a community and the goals and strategies it will use to identify and achieve or maintain the 10% threshold mandated by M.G.L. Chapter 40B. The Town's status relating to this 10% threshold is documented on the Subsidized Housing Inventory (SHI), also administered by DHCD.

This HPP Program enables municipalities to develop a strategy to meet its affordable housing needs in a manner consistent with the MGL Chapter 40B statute, produce housing units in accordance with that plan, and demonstrate progress towards their affordable housing production. By taking a proactive approach in the adoption of a HPP, cities and towns are much more likely to achieve both their affordable housing and community planning goals. HPPs give communities that are under the 10% threshold of Chapter 40B but are making steady progress in producing affordable housing on an annual basis, more control over comprehensive permit applications for a specified period of time. HPPs give communities over the 10% threshold a framework to maintain the statutory minima in accordance with local needs and community goals.

The Town of Reading places great importance on planning for affordable housing through the HPP process. The Town of Reading's Housing Plan was approved on May 15, 2013 and will expire after a 5-year term on May 15, 2018, and as such, the Town of Reading has updated the Housing Production Plan ("HPP") in accordance with 760 CMR 56.03(4).

Housing Production Plans can create a safe harbor for a community. When a municipality has a certified plan, decisions on comprehensive permit applications by the Zoning Board of Appeals (ZBA) to deny or approve with conditions will be deemed "consistent with local needs" under MGL Chapter 40B.

Reading has secured a two-year safe harbor certification from the Commonwealth of Massachusetts, Department of Housing and Community Development (DHCD) for the period beginning on February 23, 2017 to February 22, 2019 as a result of meeting its planned production efforts. As summarized below, a municipality may request that the DHCD certify its compliance with an approved HPP if it has created the required number of SHI Eligible Housing units in a calendar year.

Housing Production Plans are certified by the following process, as identified in the regulations:

- Prepare the HPP: In accordance with the regulations, write the plan, including a public process, and have the plan adopted by the Board of Selectmen and Community Planning and Development Commission,

- Approve the HPP: DHCD approves the plan,
- Certify the HPP: Communities may seek DHCD certification of the HPP (safe harbor), if in a calendar year, affordable units (AFU's) are created as follows:
 - One-year safe harbor – Create at least 0.5% of the total number of housing units in Reading (48 for Reading)
 - Two-year safe harbor – Create at least 1.0% of the total number of housing units in Reading (96 for Reading)
- Renew the HPP: The term of the HPP is five years from approval.

The Town of Reading Public Services Department updated the Housing Plan with future planned housing, completed projects, Census data and other demographic information as required by DHCD. DHCD regulates Housing Production Plans under 760 CMR 56.00, promulgated on February 22, 2008. HPPs are designed to create strategies to meet affordable housing needs that are consistent with Chapter 40B requirements. In order for the HPP to qualify for approval from DHCD, the plan must be comprised of three components: (1) Comprehensive Needs Assessment; (2) Affordable Housing Goals; and (3) Implementation Strategies.

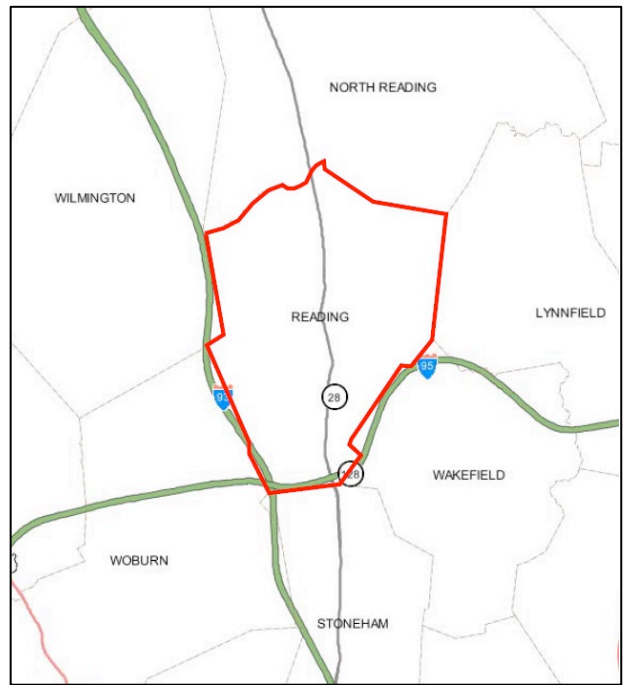
- (1) Comprehensive Needs Assessment – an evaluation of a community's demographics, housing stock, population trends, and housing needs. The assessment will include a review of the development capacity, as well as constraints, to ensure that current and future needs can be met.
- (2) Affordable Housing Goals – defined housing goals consistent with both community character and the local housing market. This section will identify strategies that can be used to produce the required number of annual housing units needed to obtain the 10% statutory minima and safe harbor certification from DHCD.
- (3) Implementation Strategies – targeted areas for future development that will enable a community to reach the affordable housing goals. This may include identifying sites for development or redevelopment, investigating re-zoning options to encourage the production of affordable housing units, and establishing other tools such as regional collaborations that can foster the development of affordable housing.

Once a community has achieved safe harbor certification, within 15 days of the opening of the local hearing for a Comprehensive Permit application, the Zoning Board of Appeals (ZBA) shall provide written notice to the Applicant, with a copy to DHCD, that a denial of the permit or the imposition of conditions or requirements would be consistent with local needs, the grounds that it believes have been met, and the factual basis for that position, including any necessary supporting documentation. If the Applicant wishes to challenge the ZBA's assertion, it must do so by providing written notice to the Department, with a copy to the Board, within 15 days of its receipt of the ZBA's notice, including any documentation to support its position. DHCD shall thereupon review the materials provided by both parties and issue a decision within 30 days of its receipt of all materials. The ZBA shall have the

burden of proving satisfaction of the grounds for asserting that a denial or approval with conditions would be consistent with local needs, provided, however, that any failure of the DHCD to issue a timely decision shall be deemed a determination in favor of the municipality. This procedure shall pause the requirement to terminate the hearing within 180 days.

Affordable Housing Highlights Since 2013 HPP

- Gateway Smart Growth District (GSGD) under Chapter 40R: Continued support for the completion of the Reading Woods project with 43 affordable units located in the Gateway Smart Growth District (GSGD)
- Implemented the Metro North Regional Housing Services Office as the lead community to administer affordable requirements, including preserving existing affordable units, along with North Reading, Saugus and Wilmington.
- Downtown Smart Growth District (DSGD) under Chapter 40R Expanded: In April 2017, Town Meeting voted to expand the DSGD to include the remainder of the downtown in the Business B underlying zoning district.
- 40B Project Approval: In February 2017, the Zoning Board of Appeals (ZBA) approved a 68-unit rental housing project known as Reading Village, proposed next to the Reading Commuter Rail Station downtown. In July 2017, the ZBA approved a 20-unit rental housing project known as Schoolhouse Commons, as an adaptive re-use of the former school building associated with St. Agnes church.
- 40R Project Approval: In September 2017, Postmark Square, an adaptive re-use of the historic Reading Post Office, received 40R Plan Review approval from the Reading Community Planning and Development Commission (CPDC). Postmark Square will be a mixed-use project with 50 residential units, 10 of which will be affordable. In November 2017, the CPDC approved another mixed-use 40R project at 20-24 Gould Street. This project includes 55 rental units, at least 14 of which will be affordable.
- Through all of its planning efforts, Reading has added 157 units (and 1.64%) to its Subsidized Housing Inventory (SHI).



Executive Summary

The Town of Reading continues to be a desirable place to live and work. It is characterized by a traditional New England center, surrounded by

family-oriented neighborhoods. It has evolved over time from largely an outlying community with a strong agricultural presence to a modern residential suburb just north of Boston.

Reading's proximity to Boston has added to its attractiveness. The Town has worked to shape housing development and growth that complements the character of the community. The HPP identifies tools for Reading to use that will encourage the development of affordable housing while maintaining the distinct town character.

Summary of Demographic and Housing Characteristics

The following summarizes the notable findings from the needs assessment section of the Housing Production Plan.

The Bottom Line: Reading has grown since 2000, with increases in population, the number of households, and housing units. In particular, the growth of the 65+ population is noted and it is projected to continue. Reading's median income has risen significantly, but 25% of the population is low-income, and 30% of households are housing cost-burdened. Much of Reading's housing stock is out of reach for lower income households. There is a need for more affordable housing, particularly rental housing and housing targeted at the 65+ demographic.

Population

- As of the 2010 US Census, the population of Reading is 24,747, an increase of 4.4% since 2000. In 2010, the largest age group of Reading's population was 35-54 year olds (35% of total population). There was an almost 30% increase in the 60+ year-old grouping.
- As of the 2010 Census, 36% of Reading's households have children under 18 years old, and 26% have persons age 65+.
- The median age increased from 39.1 years old in 2000 to 41.6 years old in 2010.
- Racial make-up is predominantly white, with 93.5% of the population; 4.2% of the population is Asian; 1.5% of the population is Hispanic or Latino.

Income

- In 2015, Reading's median household income was \$107,654; a 40% increase from 1999, and significantly more than the Boston-Cambridge-Quincy Metro Area (\$98,500) or the state as a whole (\$68,563). (ACS)
- An estimated 26% of Reading households have incomes at or below 80% of AMI (Low/Moderate Income).
- 3% of Reading's population is below the poverty line (annual income below \$24,600 for a household of 4), much lower than Middlesex County (8.4%) and Massachusetts (11.6%).
- The 2016 median price of single family homes in Reading was \$525,000. The 2016 median price of all homes, including condos, was \$479,600. After a dip in prices during the national recession in the mid-2000's, housing prices have been rising

steadily since 2012 and are now the highest they have ever been.

- Of the 7,405 of Reading households who own their homes, 29.4% are cost-burdened (spending over 30% of their income on housing), while 33.1% of Reading's renters are cost-burdened. 71% of Reading's low-income households are cost-burdened.

Housing Stock, Sales and Prices

- Nearly 80% of Reading's housing units are owner occupied, with 20% renter occupied.
- The Town's housing stock remains primarily single-family at 75% of total housing units. The remaining 25% is: 7.5% of units are in two to four family buildings, 7% of units in 5-19 unit buildings, and 10.5% of units in multi-family buildings with 20 or more units.
- 9.35% (896 units) of Reading's total housing stock is counted as affordable on the State's Subsidized Housing Inventory (SHI), which falls short of the State's minimum affordability goal of 10% by 62 units.
- Reading's 2016 median sale price of \$525,000 requires an annual income of approximately \$140,918, over \$33,000 higher than Reading's median household income of \$107,654.
- Based on the median sale price, Reading's ownership affordability gap is \$125,000 for median income households, and \$263,000 for low income households.
- Based on current median rents, Reading rentals are out of reach for low income households. In addition, there are not very many rentals available.

Goals for Affordable Housing Production

Reading has identified housing goals that are the most appropriate and most realistic for the community. These goals were developed by reviewing previous studies and documents including the Reading Housing Plan of 2013, analyzing the current housing situation in Reading, and through public input from town citizens and officials.

The goals are as follows:

1. Create SHI-eligible housing units

Support the creation of affordable housing units, both rental and ownership units, that will count on the state's Subsidized Housing Inventory to reach the state's 10% affordable housing goal while also focusing on the specific housing needs of Reading residents.

2. Support Reading's low income residents

Support the housing needs of Reading's most vulnerable residents including families, seniors, and individuals with disabilities, especially households with extremely-low and very-low incomes.

3. Preserve existing affordable housing

Preserve existing affordable housing to ensure they remain affordable and qualify for listing on the subsidized housing inventory.

4. Proactively manage growth

Manage growth and proactively plan to mitigate impacts of new housing and mixed-use development to preserve and enhance the quality and character of existing residential neighborhoods and commercial areas and to provide a greater diversity of housing options to support housing needs.

5. Support affordable rental properties and tenants

Support owners of affordable rental units to ensure appropriate maintenance and upkeep and seek opportunities to increase affordable housing units within these properties.

6. Strengthen education and local relationships

Educate the public on affordable housing issues and strengthen relationships with other local entities and regional partners on the topic.

Section 1: Comprehensive Housing Needs Assessment

The Housing Needs Assessment examines demographic and population data and trends from available sources such as the Census, regional planning agencies, media, etc., that illustrates the current demographic and housing characteristics for the Town of Reading. Assessing needs will provide the framework for the development of housing production strategies to meet affordable housing goals.

A. Demographic Analysis

The purpose of analyzing demographics is to look at quantitative and qualitative trends and use the data for future planning. This section provides an overview of Reading’s demographics and how they have changed over time. As the demographics change in the future, the housing needs of the community can also change. The size and type of families as well as householder age and economic status all influence the needs of the community. The analysis of the Housing Needs Assessment will provide a guide to identify goals and strategies for this plan.

1. Total and Projected Populations:

In the last ten years, the Town of Reading has only had a 4.4% increase in population. Over the next 10 years, the population is expected to experience a slight decline before having a minor increase by 2030. The total number of households in Reading has increased from 2000 and is expected to only have minor increases through 2030. Similar to the national trend, Reading’s average household size has decreased in the past ten years. In 1999 the average household size was 2.84 and decreased to 2.71 in 2010. Smaller household size is consistent with communities experiencing slow but steady growth.

Table 1: Total and Projected Populations: 1990-2030

Year	Population	% Change	Households	% Change
1990	22,539	--	7,932	
2000	23,708	5%	8,688	10%
2010	24,747	4.4%	9,305	7.0%
2020	24,342	-1.6%	9,707	6.0%
2030	25,189	3.4%	10,346	6.5%

Source: 2010 US Census and MAPC MetroFuture 2035 Update, March 2011

2. Household Types:

There were a total of 9,305 households in Reading in 2010, with 72% family households, and 28% non-family households in Reading. The non-family, which includes single person households or

persons living in the same household who are not related. The presence of a mix of family and non-family households indicates that there is likely a need for a variety of housing types that may not fit the traditional single-family home model. The data reflects 2,620 non-family households. This may suggest a need for affordability options for non-family households who may have special housing needs.

Table 2: Households Types: 2010

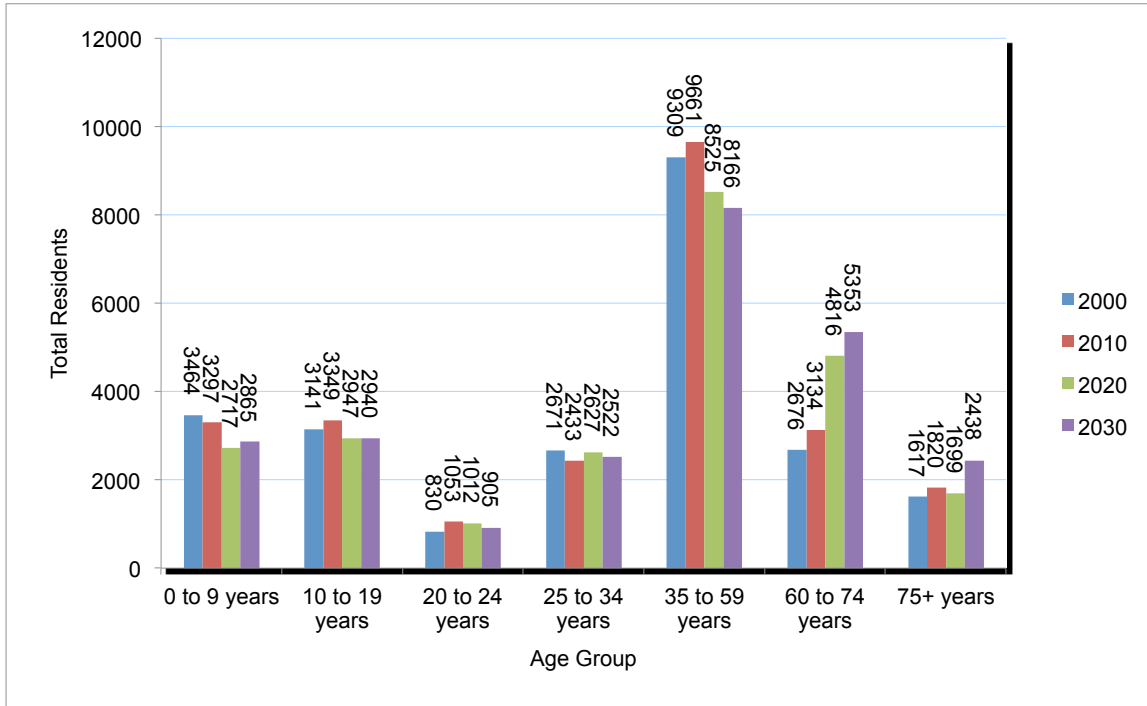
Household Type	2010	Percentage
Family Households:	6,685	71.8%
With own Children under 18 years	3,205	34.4
Married, Husband-wife family:	5,695	61.2
With own children under 18	2,791	30.0
Male householder, no wife present	2,43	2.6
With own children under 18 years	89	1.0
Female householder, no husband present	747	8.0
With own children under 18 years	325	3.5
Nonfamily households:	2,620	28.2
Householder living alone	2,189	23.5
Householder 65 and over living alone	962	10.3
Average household size	2.64	
Average family size	3.18	
Total Households	9,305	

Source: 2010 US Census

Other important factors to consider when assessing housing needs are household size and the age composition of residents. Household size is an important factor as it can help determine the demand for certain types of housing. Similarly, analyzing the age composition of a community over time can help develop trends for housing needs. For example, established families with children living at home have different housing needs than an empty nester and or someone who is over 65.

MetroFuture is a regional plan developed by the Metropolitan Area Planning Council (MAPC) that addresses future growth in the Boston metropolitan region until 2030. Figure 1 summarizes Reading's age composition from 2000 and includes MetroFuture projections until 2030. Table 3 illustrates this in more detail.

Figure 1: Age Composition of Residents, 2000 – 2030



Source: 2010 US Census and MAPC MetroFuture 2035 Update, March 2011

Table 3: Current and Projected Age Distribution of Residents: 2000-2030

Age Cohorts	2000		2010			2020			2030			% Change from 2010-2030
	Number	%	Number	%	% Change	Number	%	% Change	Number	%	% Change	
0 to 9 years	3,464	14.6	3,297	13.3	-4.8	2,717	11.2	-17.5	2,865	11.4	5.4%	-13.1
10 to 19 years	3,141	13.2	3,349	13.5	6.2	2,947	12.1	-12.0	2,940	11.7	-0.23	-12.2
20 to 24 years	830	3.5	1,053	4.3	26.9	1,012	4.2	-3.9	905	3.6	-10.6	-14.1
25 to 34 years	2,671	11.3	2,433	9.8	-9.0	2,627	10.8	8.0	2,522	10.0	-4.0	3.7
35 to 59 years	9,309	39.3	9,661	39.0	3.8	8,525	35.0	-11.8	6,613	32.4	-22.5	-31.6
60 to 74 years	2,676	11.3	3,134	12.7	17.1	4,816	19.8	53.7	5,353	21.3	11.2	71
75+ years	1,617	6.8	1,820	7.4	12.6	1,699	6.9	-6.6	2,438	9.7	43.5	34
Total Population	23,708	100	24,747	100		24,343	100		25,189	100		

Source: 2010 US Census and MAPC MetroFuture 2035 Update, March 2011

MAPC's MetroFuture plan suggests that Reading's population will have a minor increase in overall population for the next 20 years. However it is anticipated that a significant change in the composition of the age groups will occur. Based on the MetroFuture projections, the younger age groups are expected to decline by 2030; ages 0-9 (-13.1%), ages 10-19 (-12.2%), ages 20-24 (-14.1%) and ages 35-59 (-31.6%). However, the 35-59 age group is expected to remain the largest age group in Reading and is projected to comprise 32.4% of the population in 2030, with the 60-75+ age group following close behind at approximately 31% of Reading's population in 2030.

In 2010 the largest age cohort in Reading was those aged 35-59 (39%). People in this age group are likely to be in an established family household with a larger home than the younger age groups. The next concentration of residents was a much younger age group; those aged 10-19 years (13.5%) and aged 0-9 years (13.3%). These age groups, with the exception of 0-9 years, experienced an increase in population between 2000 and 2010. The elderly population also increased from 2000 to 2010. Persons aged 60-74 experienced a population increase of 12.7% and those aged 75+ increased by 7.4%.

The data shows that the second largest age group in 2030 will be those aged 60-74 with an increase of 71% in 2030 from 2010. Even though the childhood age groups of 0-9 and 10-19 are expected to decrease by 2030, collectively they will make up almost one-fourth of the population (23.1%). Adults who will be aged 25-34 are expected to grow slowly by 2030, only increasing by 3.6%. The young adult population (aged 20-24) is expected to decrease by 2030 and become the smallest age group in Reading.

By contrast, the elderly population (ages 75+) which comprises 9.7% of Reading residents is expected to increase by 34% in the next 20 years. When combined with the 60-74 age group (21.3%), the 60-75+ age group will consist of approximately 31% of Reading's population. This is not surprising as the "baby-boomer" population is contained within this age group. It is important to be aware of this trend as this population tends to prefer smaller housing units with less upkeep. Elderly residents could have special housing needs such as nursing homes and assisted living facilities.

Adults aged 20 to 24 years and aged 25 to 34 years are expected to make up approximately 13.6% of the population in 2030. These age groups are more likely to make up younger families who will purchase a starter home that is smaller and more affordable. In the next twenty years, as the 35-59 age group moves into the next age group, the stock of larger traditional family homes (detached, single-family units) may become more available. This may allow the younger population to trade up or take advantage of the larger homes.

The analysis of population projections is vital for planning and determining future housing needs. With the expected increase in the older population, planning efforts should consider the need for smaller housing units with less maintenance, senior housing or assisted living facilities. As the middle-age population shifts into the older age groups the demand for

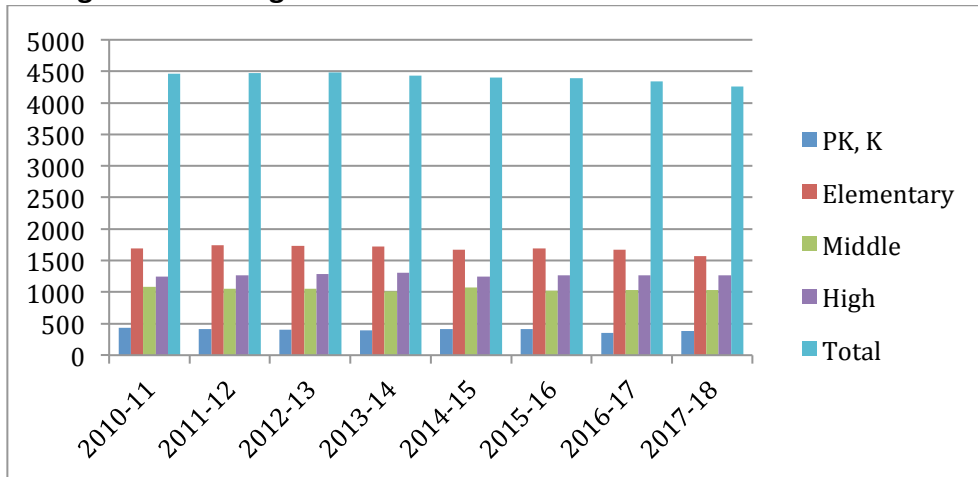
larger, traditional family housing units will be reduced and will increase the opportunity for younger families looking to trade-up to more of those homes now available.

3. School Enrollment and Projections

Figure 2 below illustrates the public school enrollments from 2010 to 2018. Overall, Reading school enrollment has remained fairly stable over this timeframe. From 2010 to 2018 total enrollment decreased by 5.51%. Enrollment decreased across the board as depicted in the table below.

The Town has not updated its school enrollment projections. The 2013 HPP included projections on enrollment which were available at that time. Figure 2 provides eight years of enrollment data which is the only data that is available for inclusion in the updated 2018 HPP.

Figure 2: Reading Student Enrollment



	PK, K	Elementary	Middle	High	Total
2010-11	438	1692	1083	1246	4459
2011-12	419	1746	1050	1262	4477
2012-13	407	1736	1055	1285	4483
2013-14	390	1722	1013	1307	4432
2014-15	417	1670	1069	1251	4407
2015-16	413	1691	1020	1270	4394
2016-17	358	1675	1038	1270	4341
2017-18*	387	1552	1039	1235	4213
+/- since 2010	-11.64%	-8.27%	-4.06%	-.88%	-5.51%

Source: Reading School Committee FY 2018 School Budget

*Reading School Department as of 10/1/17

Figure 2 illustrates public school enrollments from 2010-2011 through 2017-2018 (the current school year). Overall, Reading school enrollment has remained fairly stable in recent years with an overall decrease of 5.51%. Although total population projections predict a continuing decrease in school aged children by the year 2030, this age group will still comprise 23.1% of the total population.

4. Race and Ethnicity:

According to the 2010 U.S. Census, the majority of Reading residents are white (93.5%) and the largest racial minority group in Reading is the Asian population (4.2%) followed by the Hispanic or Latino population at 1.5%. There were no respondents in the 2010 Census that identified themselves as Native Hawaiian or Pacific Islanders.

5. Residents with Disabilities

According to the 2011-2015 American Community Survey, 2,266 people in Reading reported living with a long duration condition or disability. Of those people, approximately 57% were aged 65 and older. As this population continues to increase, it is assumed that the number of disabled individuals within this age group will also rise. Many disabled residents require special housing needs, including certain accommodations for housing design (physical accessibility) and reasonable access to goods and services. Consideration for these types of housing options is necessary, as the demand will continue to increase.

Table 5: Residents with Disabilities

Source: 2011-2015 American Community Survey

Age	Number	Percent of All Disabled Residents
5-17	221	9.7
18-64	754	33.3
65 +	1,291	57
Total Population of Disabled Residents	2,266	100

6 Income Analysis:

1. Median Household Income:

In 2015 Reading's median household income of \$107,654 represented an increase of 39.7% from 1999. Median household income in Reading was one of the highest among adjacent neighboring communities and exceeded the median for the Boston-Cambridge-Quincy Metro area, as well as the median for the Commonwealth of Massachusetts and the US. All the adjacent neighboring communities also experienced increases in household income from 1999.

Table 6: Median Household Income: 1999 and 2015

Town	1999	2015	% Increase 1999-2010
Reading	77,059	107,654	39.7
North Reading	76,962	123,103	60.2
Wilmington	70,652	100,862	42.8
Woburn	54,897	78,750	43.5
Stoneham	56,650	78,099	37.9
Wakefield	66,117	85,573	29.4
Lynnfield	80,626	118,828	47.4
Boston-Cambridge-Quincy, MA Metro Area ¹	62,700	98,500	57.1
Massachusetts	50,502	68,563	35.8
US	41,994	53,889	28.3

Source: 2000 US Census & 2011-2015 American Community Survey

2. Median Income of Senior Households:

Although Reading's overall population has experienced a large increase in income in the past 15 years and is earning quite a bit more than some of the surrounding communities (as displayed in Table 6 above), Reading's 65+ households are not doing nearly as well. Unfortunately, data is not available for 1999, but the recent data for 2015 is informative on its own. Reading's senior households have significantly lower incomes than households overall. Senior households also earn less than most of the surrounding communities and just slightly more than Massachusetts and the country overall. In fact, households earning the median senior income of \$46,617 would qualify for affordable housing based on the income limit guidelines described in Section 4 below, "Area Median Income." This data makes clear that affordable housing for the senior population will be a significant need in the coming years due to the projected increase in the senior

¹ This income data comes from HUD's 1999 income limits for the Boston-Cambridge-Quincy, MA Metro Area

population in Reading as demonstrated in Figure 1 and Table 3 above, and due to the limited income of this group.

Table 7: Median Income of 65+ Households: 2015

Town	2015
Reading	46,617
North Reading	59,739
Wilmington	57,325
Woburn	49,504
Wakefield	54,567
Lynnfield	54,242
Massachusetts	45,893
US	42,113

Source: 2011-2015 American Community Survey

3. Income Distribution:

Table 8 identifies and compares the distribution of Reading household incomes from 1990 and 2010. In 1999, nearly half of all households (48.2%) earned less than the household median of \$77,059. Of the households earning over the median income in 1999, 34% of households earned more than \$100,000. Reading households earned much more in 2010. Approximately 49.5% earned more than \$100,000 which was just over the median income of \$99,130. Of those earning more than \$100,000 approximately 13% earned more than \$200,000, a 135% increase from 2000. By 2015, the number of households in the highest income brackets increased even further. However, there were also increases in three of the lower income brackets (\$15,000-\$24,999, \$25,000-\$34,999, and \$35,000-\$49,999) between 2010 and 2015. Approximately 2,064 households (22.5% of all households) earned less than \$50,000 in 2015.

Table 8: Income Distribution: 1999, 2010, 2015

Income Category	1999		2010		2015		% Change 1999-2015
	# Of Households	Percent	# of Households	Percent	# of Households	Percent	
Less than \$10,000	286	3.3	231	2.4	218	2.4	-23.8%
\$10,000 to \$14,999	351	4.0	251	2.8	224	2.4	-36.2%
\$15,000 to \$24,999	564	6.5	386	4.3	446	4.9	-20.9%
\$25,000 to \$34,999	590	6.8	470	5.3	553	6.0	-6.3%
\$35,000 to \$49,999	786	9.1	620	7.0	623	6.8	-20.7%
\$50,000 to \$74,999	1,608	18.5	1,214	13.7	974	10.6	-39.4%
\$75,000 to \$99,999	1474	17.0	1,327	15.0	1,158	12.6	-21.4%
\$100,00 to \$149,999	1,892	22.0	2,158	24.3	2,250	24.5	18.9%
\$150,000 to \$199,999	626	7.2	1,086	12.2	1,345	14.7	114.9%
\$200,000 or more	492	5.7	1,157	13.0	1,377	15.0	179.9%
Total Households	8,669	100.0	8,882	100.0	9,168	100.0	

Source: 2000 US Census, 2006 -2010 & 2011-2015 American Community Survey

4. Area Median Income

One way to determine the need for affordable housing is to evaluate the number of households that qualify as low/moderate income by the U.S. Department of Housing and Urban Development (HUD). The Area Median Income (AMI) is a number that is determined by the median family income of a Metropolitan Statistical Area (MSA) and thresholds established by HUD are a percentage of AMIs. Reading is included in the Boston-Cambridge-Quincy Metropolitan Fair Market Rent (FMR) area. FMRs are gross rent estimates that include the rent plus the cost of tenant-paid utilities². Section 8 of the United States Housing Act of 1937 authorizes housing assistance to lower income families and the cost of rental homes are restricted by the FMR thresholds established by HUD.

² U.S. Department of Housing & Urban Development Office of Policy Development & Research July 2007 (rev.)

Typically, thresholds are 80%, 50% and 30% of AMI and vary depending on the household size. HUD defines low/moderate income as follows:

- “low income” - households earning below 80% of AMI;
- “very low income” – households earning below 50% of AMI;
- “extremely low income” - households earning lower than 30% of AMI.

Table 9: Income Limits by Household Size, Boston-Cambridge-Quincy, Reading: 2017

Income Limit Area	Median Income	Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
Boston-Cambridge-Quincy Metropolitan MSA	\$103,400	Low (80%) Income Limit	\$54,750	\$62,550	\$70,350	\$78,150	\$84,450	\$90,700
		Very Low (50%) Income Limit	\$36,200	\$41,400	\$46,550	\$51,700	\$55,850	\$60,000
		Extremely Low (30%) Income Limit	\$21,700	\$24,800	\$27,900	\$31,000	\$33,500	\$36,000

Source: U.S. Department of Housing and Urban Development <http://www.huduser.org/portal/>

As shown in Table 9, the AMI for the Boston-Cambridge-Quincy FMR area, effective April 19, 2017, is \$103,400³. Using this number, the income thresholds for various household sizes were determined. For a 3-person household, household incomes lower than \$27,900 are considered extremely low income, household incomes lower than \$46,550 are considered very low income, and household incomes lower than \$70,350 are considered low income. The Reading income category data presented in Table 8 is not available by household size, but assuming a 3-person household, as of the 2015 ACS, there were probably about 3,000, or almost one-third of households, that were likely eligible for subsidized housing according to HUD.

³ AMI data for 2017 was used in this plan to compare to 2011-2015 ACS income data. AMI data for 2017 can be found at: www.huduser.org/portaldatasets

B. Housing Stock Analysis

1. Housing Units and Types

The predominant housing type in Reading continues to be single-family homes. In 2000, there were approximately 8,823 total housing units, 74.3% of which were 1-unit, detached homes (single-family homes). Only 6.8% of housing structures contained 20 or more units; however this type of housing was the second largest in Reading in 2000. Similarly, in 2015 single unit detached homes remained the predominant housing type, though the percentage of total homes dropped a bit. Meanwhile, the number of housing units in structures with 20 or more units jumped from 601 units (6.8% of total units) in 2000 to 1,027 units (10.6% of total units) in 2015.

Table 10: Total Number of Housing Units by Structure: 2000 and 2015

Housing Units Per Structure	2000		2015	
	Number	Percent	Number	Percent
1-unit, detached	6,553	74.3	6,827	70.7
1-unit, attached	257	2.9	395	4.1
2 units	565	6.4	535	5.5
3 or 4 units	246	2.8	192	2.0
5 to 9 units	214	2.4	280	2.9
10 to 19 units	381	4.3	397	4.1
20 or more units	601	6.8	1,027	10.6
Mobile Home	6	0.1	0	0
Total	8,823	100	9,653	100.0

Source: 2000 US Census and 2011-2015 American Community Survey

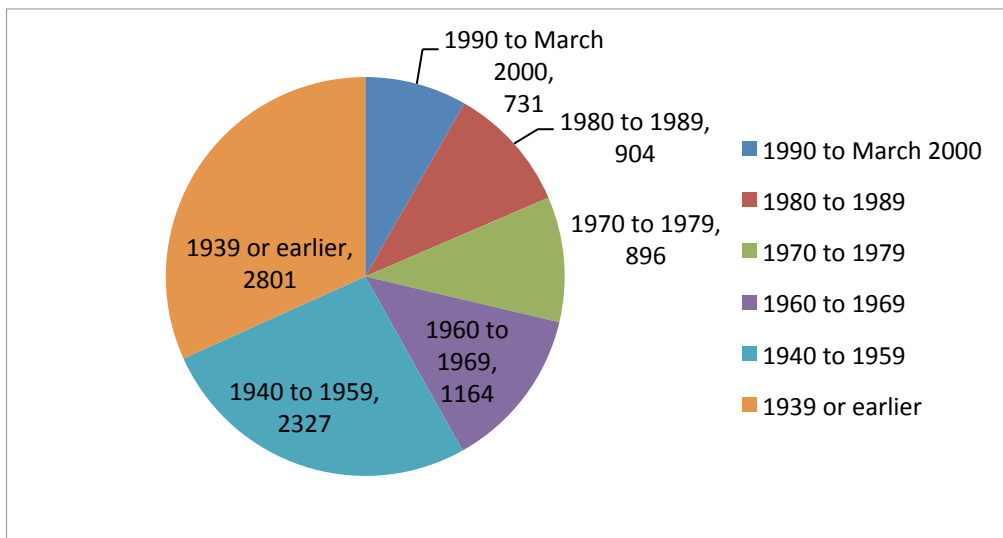
2. Housing Tenure

According to the 2000 US Census, there were a total of 8,688 occupied housing units, 82.5% of which were owner-occupied, and 17.5% of which were renter-occupied. By 2015, the percentage of owner-occupied housing units decreased to 78.2% and the percentage of renter-occupied housing units increased to 21.8%. Section B of this HPP discussed household types and the prevalence of non-family households in Reading. In particular, ACS data shows that non-family households, specifically elderly, non-family households are growing in number. The data also show that non-family households are more likely to be renters, so these demographic changes could provide some of the reason for the recent increase in renter-occupied units. The demand for rental housing is likely to continue increasing as the population continues aging and this aging population is likely to include many who are looking to down-size or spend less on housing related costs.

3. Year Housing Units Constructed

Reading has a large stock of older and historic homes. Over half of the housing units were constructed prior to 1960 and of that 33% were constructed prior to 1940. There is roughly an even distribution of units constructed from 1969 to 2000. As these homes contribute to the town’s character, many of them are also in need of repairs and renovations. Many residents in Reading indicated they have difficulty affording repairs to their homes, which only adds to the cost burden experienced by some residents⁴. Multi-generational living is now an easier option due to recently adopted zoning changes that facilitate creating accessory dwelling units in single-family homes.

Figure 3: Year Housing Constructed



Source: 2010 US Census

4. Housing Market Conditions:

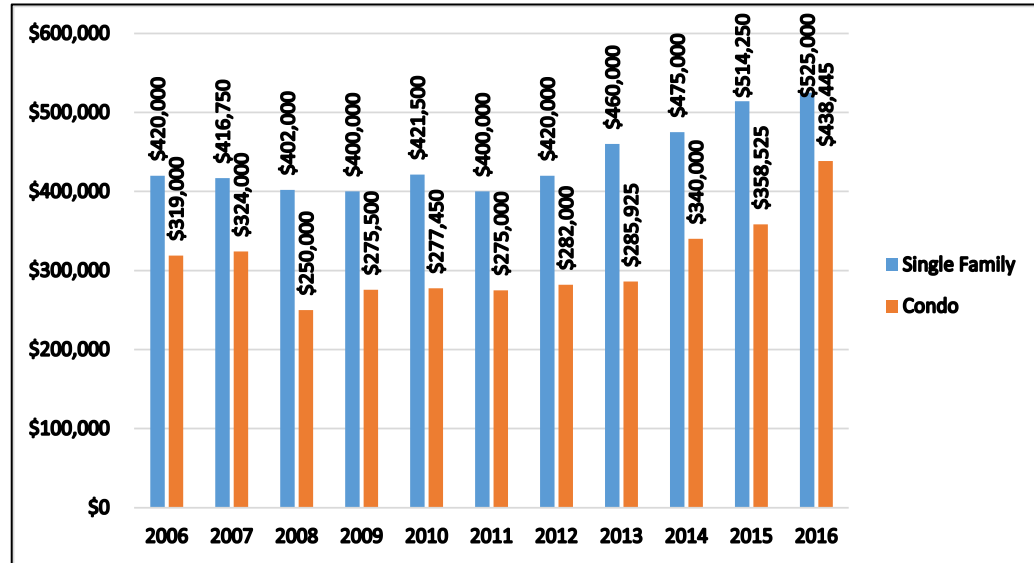
a. Median Selling Prices

Home sales in Reading were impacted by the economic recession of 2007/2008, but have recovered. Figure 3 indicates the median single-family home price in 2006 was \$420,000. Prices then decreased for a few years culminating in a low point of \$400,000 in 2009. Prices rebounded the following year in 2010, and then dipped again in 2011. However, single-family home prices have been rising steadily since 2012 with the median price hitting \$525,000 in 2016. Warren Group data shows that single-family home prices have continued to increase in 2017, with a median price of \$595,000 in sales from January through July 2017.

⁴ Town of Reading Housing Survey 2012

Condominium sales followed a similar pattern with a few years of lower prices followed by a steady increase in prices beginning in 2012.

Figure 4: Median Sales Price of Single-family Homes and Condos 2006-2016

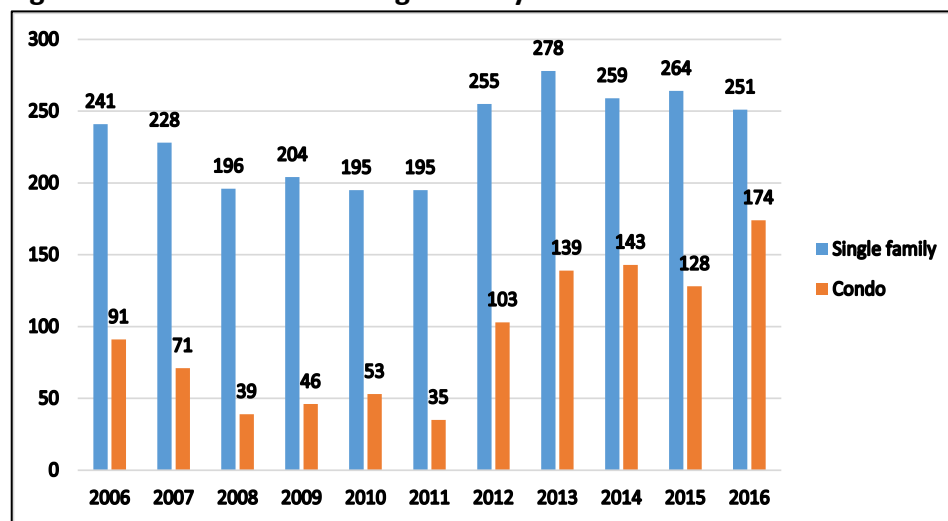


Source: The Warren Group

b. Home Sales

As shown in Figure 4 below, Reading experienced a decrease in the total number of sales of both single-family homes and condominiums before 2012. Then, in 2012, the number of sales began to increase at the same time that prices began to increase. The number of condo sales in particular rose significantly with a jump from 35 condo sales in 2011 to 103 condo sales in 2012. That number continued to grow and condo sales reached a high of 174 in 2016. This could be indicative of a demand for more diverse housing types.

Figure 5: Total Number of Single-family Home and Condo Sales 2006-2010



Source: The Warren Group

c. Rental Prices:

The cost of rental units is an important factor to consider when evaluating the housing market. Back in 2000 the median rent in Reading was \$739, the second lowest of all the neighboring communities that abut Reading. By 2015, median rent increased by 73.5% to \$1,282, one of the higher increases amongst neighboring communities. One possible reason for the substantial rent increase may be due to the increase in the population group more likely to rent, creating more demand for rental units. High home prices may also force more households to rent. This trend is seen in the neighboring communities as well which all experienced substantial increases in median rent between 2000 and 2015.

Table 11: Median Rent 2000, 2010, 2015 for Reading and Neighboring Communities

Median Rent	2000	2010	2015	% Change, 2000 to 2015
Reading	739	1,032	1,282	73.5%
North Reading	756	1,289	1,482	96.0%
Wilmington	948	1,567	1,624	71.3%
Woburn	881	1,187	1,331	51.1%
Stoneham	827	1,161	1,289	55.9%
Wakefield	795	1,042	1,203	51.3%
Lynnfield	572	623	1,443	152.3%

Source: 2000 US Census, 2006-2010, 2011-2015 American Community Survey

5. Housing Affordability Analysis:

1. Cost Burden

One way to evaluate housing affordability is to examine the ability of households to pay mortgage or rent as a percentage of annual income. Households who pay 30% or more of their annual income on housing costs⁵ are considered to be housing cost-burdened. Households who pay 50% or more of their income on housing costs are considered severely burdened. This analysis may help determine how “affordable” it is to live in a particular community.

The US Census Bureau prepares custom tabulations of American Community Survey (ACS) data that demonstrate the extent of housing problems and housing needs. These data are known as the Comprehensive Housing Affordability Strategy or CHAS data. Table 13 below uses CHAS data to show housing cost burden for renters and homeowners. Approximately 29.4% of owner-occupied households, and 33.1% of

⁵ Costs for homes with a mortgage include all forms of debt including deeds of trust, land contracts, home equity loans, insurance, utilities, real estate taxes, etc. Source: US. Census

renter households are paying more than 30% or more of their annual household income on housing related costs. Therefore, a total of 2,800 of 9,295 households (30.1%) in Reading may have difficulty paying their housing-related costs and are considered moderately to severely housing cost-burdened.

Table 12: Monthly Housing Cost as a Percentage of Annual Household Income

	Households in Reading	<= 30% of income spent on housing		>30% to <=50% of income spent on housing		>50% of income spent on housing	
		Number	Percent	Number	Percent	Number	Percent
Owners	7,405	5,220	70.5%	1,205	16.3%	970	13.1%
Renters	1,890	1,265	66.9%	330	17.5%	295	15.6%

Source: 2010-2014 CHAS data

CHAS data also shows how rent burden impacts households at different income levels. Table 13 below shows a greater percentage of low-income households are housing cost-burdened than higher income households. 1,730 of 2,440 (71%) households who earn less than 80% AMI are housing cost-burdened. However, only 760 of 6,070 (13%) households who earn more than 100% AMI are housing cost-burdened. This indicates a need for more housing in Reading that is affordable to low-income households so they do not experience such a substantial level of cost burden.

Table 13: Housing Cost Burden According to Income Level

Household Income Level	Spending >30% of income on housing costs	Spending >50% of income on housing costs	Total Households
<=30% AMI	550	495	725
>30% - <=50% AMI	705	400	990
>50% - <=80% AMI	475	245	725
>80% - <=100% AMI	315	95	780
>100% AMI	760	35	6,070
Total	2,805	1,270	9,295

Source: 2010-2014 CHAS data

2. Home Ownership Affordability – Gap Analysis

Another way to measure the affordability of a community is to assess the affordability of home ownership. To do so, the income of the buyer must be evaluated against the sales price of the home. The gap between the sales price and the purchasing ability of a potential home buyer is called the “gap analysis”.

The median sales price of a single-family home in Reading in 2016 was \$525,000. A household would have to earn approximately \$140,918⁶ to afford such a home. This income is above Reading’s median household income of \$107,654 in 2015, and higher than the area median income of \$103,400 by over \$37,000. A household only looking to purchase a condo would still need to earn approximately \$125,685 to afford \$438,445 – the 2016 median sales price of a condo in Reading.

A household earning the 2015 median income of Reading of \$107,654 can afford a single-family home priced at about \$400,000 resulting in an “affordability gap” of \$125,000. The gap widens for low income households. A 3-person household earning 80% of AMI or \$70,350 could afford a home costing no more than \$262,000. A 3-person household earning 50% of AMI at \$46,550 could afford a home costing no more than \$173,430. Table 15 shows the affordability gap in Reading for households at different income levels.

Table 14: Gap Analysis – Single-Family Home

Income Level	Income	Affordable Purchase Price	Gap +/- from Median Sales Price
Median Income	\$107,654	\$400,000	\$125,000
Low Income (80%) (3-person HH)	\$70,350	\$262,000	\$263,00
Very Low Income (50%) (3-person HH)	\$46,550	\$173,430	\$351,570

Source for income limits: U.S. Department of Housing and Urban Development
<http://www.huduser.org/portal/>

3. Rent

Another measure of housing affordability is whether local rent exceeds HUD-determined Fair Market Rents (FMR) which were established as guidelines for Section 8 voucher holders. HUD does not permit voucher holders to rent apartments above the FMR because HUD has determined the FMR to be a fair and reasonable price for the geographic area. Table 16 below identifies the FY18 FMRs for the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area. As Table 12 above shows, the median rent paid by Reading households in 2015 as reported by the 2011-2015 ACA was \$1,282, indicating that households are paying less than the FMR for the Boston-Cambridge-Quincy area (assuming a 1-bedroom). However, the 2011-2015 ACS also indicates that 35% of renters in Reading were paying \$1,500 or more in monthly rent, and 11% of renters were paying more than \$2,000 in monthly rent.

⁶ Figures derived using the DHCD Sales Price Calculator, including a 5% down payment, 30-year fixed mortgage at 4.1% interest rate, and Reading’s 2017 tax rate.

Table 16: Fair Market Rents, Boston-Cambridge Quincy, MA-NH HUD Metro Area

	Efficiency	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom
Fair Market Rent 2018	\$1,253	\$1,421	\$1,740	\$2,182	\$2,370

Source: U.S. Department of Housing and Urban Development, <http://www.huduser.org/portal/>

Since ACS data looks at all current renters, including some who may have been renting for a long time without a rent increase, they do not necessarily paint an accurate picture of the current rental market. An examination of rental listings on Trulia on September 14, 2017 gives a more accurate assessment. Based on these listings in Table 17 below, we can see that there is not much available rental housing – there were only 11 listings on Trulia on September 14th. In addition, the median rents of homes currently listed are quite a bit higher than the median rent reported in the ACS, and also significantly higher than the FMRs for 1, 2, and 3-bedroom units.

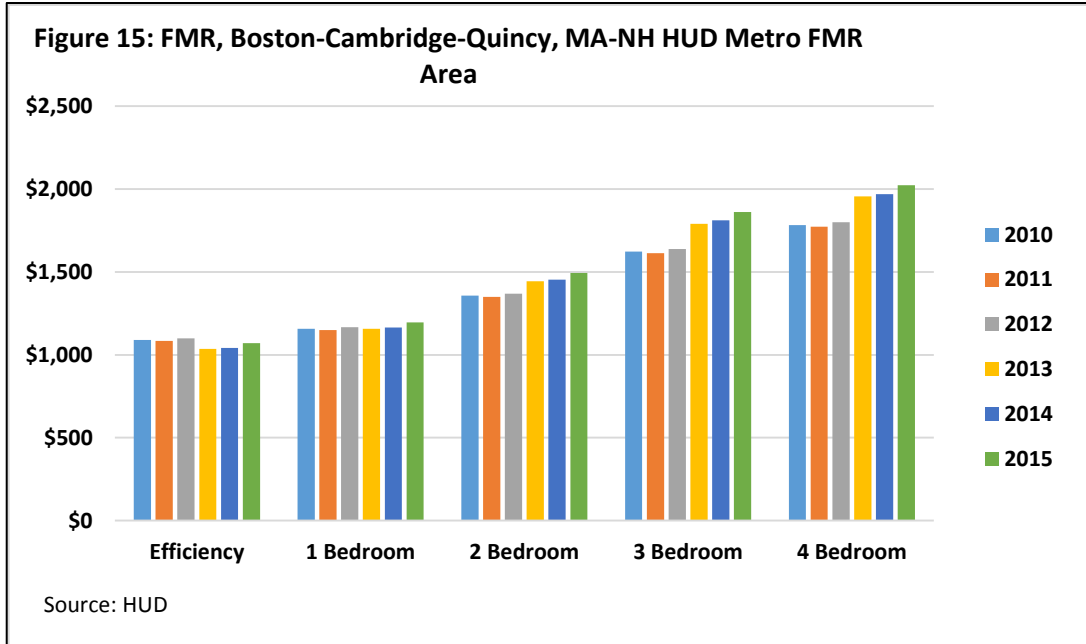
Table 17 Reading Units listed for rent on Trulia.com, 9/14/17

Bedroom size	Median Rent
1-bedroom units (5 listings)	\$1,994
2-bedroom units (4 listings)	\$2,462
3-bedroom units (2 listings)	\$3,713

Source: Trulia.com, September 14, 2017

Reading households would have to earn over \$51,000 to afford the 2015 median rent in Reading according to the ACS. However, using the current rental listings from Trulia.com, a household would have to earn \$79,680 to afford a one-bedroom at the median price. Therefore, a 3-person low-income household earning \$70,350 would not even be able to afford a one-bedroom rental at the median price based on recent listings.

Another measure of housing affordability is whether local rent exceeds HUD-determined Fair Market Rents (FMR) that were established as guidelines for Section 8 voucher holders. HUD does not permit voucher holders to rent apartment units above the FMR because HUD has determined the FMR to be a fair and reasonable price for the geographic area. In Figure 17 below, the upward trend reflects the annual adjustment factor intended to account for rental housing market demands. Given the constraints on the Greater Boston rental housing market, rising FMR's are unsurprising and point to the need for more rental housing at multiple price points. Although HUD determines a certain level of rent in an area to be fair, FMR's do not take into account household income, so even an apartment at the FMR is not necessarily affordable to people at all levels of income.



6. M.G.L. Chapter 40B Subsidized Housing Inventory

Under M.G.L. Chapter 40B, affordable housing units are defined as housing that is developed or operated by a public or private entity and reserved by deed restriction for income-eligible households earning at or below 80% of the AMI. In addition, all marketing and placement efforts follow Affirmative Fair Housing Marketing guidelines per the Massachusetts Department of Housing and Community Development (DHCD). Housing that meets these requirements, if approved by DHCD, is added to the subsidized housing inventory (SHI). Chapter 40B allows developers of low- and moderate-income housing to obtain a comprehensive permit to override local zoning and other restrictions if less than 10% of a community’s housing is included on the SHI.

A municipality’s SHI fluctuates with new development of both affordable and market-rate housing. The percentage is determined by dividing the number of affordable units by the total number of year-round housing units according to the most recent decennial Census. As the denominator increases, or if affordable units are lost, more affordable units must be produced to reach, maintain, or exceed the 10% threshold.

Within the past 6 years, Reading has made great progress with increasing the number of affordable units within the Town. According to the state’s Subsidized Housing Inventory (SHI), approximately 9.35% of year-round housing units in Reading are considered affordable as of December 2017.

Table 18 below illustrates the status of subsidized housing in Reading from March 2004 to December 2017.

Table 18: Reading SHI Units

Time Period	Total SHI Units	Difference in Units from Previous Period	Percent Affordable
March 2004	682	NA	7.74%
June 2011	684	2	7.14%
December 2017	896	212	9.35%

The 212 increase in units is comprised of:

- 20-24 Gould Street 55 units
- Postmark Square 10 units
- Schoolhouse Commons 20 units
- Reading Village 68 units
- Oaktree 11 units
- Johnson Woods II 12 units
- Reading Woods 43 units
- Department of Developmental Services (DDS) Units 6 units
- Reading Housing Authority Units -13 units (affordability period expired)

Table 19 compares the number of SHI units with neighboring communities that abut Reading.

As identified in the table, Reading has a percentage of affordable housing units that is higher than four of the neighboring communities and lower than three – right in the middle of the neighboring communities.

Table 19: Total Subsidized Housing Units for Reading and Neighboring Communities

Community	Year Around Housing Units 2010	Total Subsidized Housing Units			Percent SHI Units	
		March 2004	Dec 2017	Percent Change	March 2004	Dec 2017
Reading	9,584	682	896	31%	7.74%	9.35%
North Reading	5,597	83	540	551%	1.72%	9.65%
Saugus	10,754	654	732	12%	6.47%	6.81%
Wilmington	7,788	615	799	30%	8.61%	10.26%
Woburn	16,237	1489	1419	-5%	9.72%	8.74%
Stoneham	9,399	494	495	0%	5.35%	5.27%
Wakefield	10,459	729	758	4%	7.35%	7.25%
Lynnfield	4,319	78	495	535%	1.84%	11.46%

Source: Department of Housing and Community Development, Chapter 40B Subsidized Housing Inventory (SHI)

5. Existing Subsidized Housing Stock

Table 20 below identifies the existing subsidized housing units currently included on the SHI list (through September 2017). This information is regularly gathered and reported by the Department of Housing and Community Development (DHCD). The properties are listed by property type (not chronological).

Table 20: Reading Subsidized Housing Inventory Properties

Development Name	SHI Units	Property Type	Subsidizing Agency	Zoning Permit	Affrd End
RHA: Senior housing	80	Age Restricted Rental	DHCD/PHA	Local	Perp
RHA: Family Scattered Site	12	Family Rental	DHCD/PHA	Local	Perp
RHA: Scattered Site	6	Family Rental	DHCD/PHA	40B	Perp
RHA: Pleasant Street	2	Family Rental	FHLBB	Local	2020
RHA: Wilson Street	2	Family Rental	FHLBB	Local	2021
EMARC Reading	12	Supportive Housing	HUD	Local	2036
Reading Community Residence	3	Supportive Housing	HUD	Local	2037
Hopkins Street Residence	4	Supportive Housing	HUD	Local	2042
DDS / DMH Group Homes	52	Supportive Housing	DDS	Local	NA
Cedar Glen	114	Age Restricted Rental	MassHousing	40B	Perp
Peter Sanborn Place	74	Age Restricted Rental	MassHousing	40B	Perp
Residences at Pearl	86	Assisted Living	MassHousing	Local	2046
Reading Commons	204	Family Rental	FHLBB	40B	Perp
Oaktree	11	Family Rental	DHCD/40R	40R	Perp
Reading Village	68	Family Rental	MassHousing	40B	Perp
Schoolhouse Commons	20	Family Rental	MHP	40B	Perp
20-24 Gould Street	55	Family Rental	DHCD/40R	40R	Perp
Sumner/Cheney	1	Ownership	FHLBB	40B	Perp
George Street	3	Ownership	MassHousing	40B	Perp
Maplewood Village	9	Ownership	DHCD/LIP	40B	2054
Governor's Drive	2	Ownership	DHCD/LIP	40B	2103
Johnson Woods	11	Ownership	DHCD/LIP	Local	Perp
Johnson Woods II	12	Ownership	DHCD/LIP	Local	Perp
Reading Woods	43	Ownership	DHCD/40R	40R	Perp
Postmark Square	10	Ownership	DHCD/40R	40R	Perp
TOTALS	896				
Census 2010 Units	9.35%				

Key to Subsidizing Agency:

MHP – Massachusetts Housing Partnership

DHCD/PHA: Department of Housing and Community Development, Public Housing Authority

DHCD/LIP: Department of Housing and Community Development, Local Initiative Program

DHCD/40R: Department of Housing and Community Development, 40R
DDS: Department of Developmental Services
FHLBB: Federal Home Loan Bank of Boston
HUD: Federal Housing and Urban Development Public Housing Authority

Reading also has a few projects in the pipeline, which will generate additional affordable units to the Subsidized Housing Inventory (SHI).

The Community Planning and Development Commission (CPDC) recently (2/12/18) approved a mixed-use 40R project at the former Sunoco station property at 467 Main Street. The project consists of 31 rental units, 8 of which will be affordable. As a rental project for which at least 25% of the units are affordable, the total number of units in the project will qualify for inclusion on the SHI. These will be added to the SHI in the coming months, which will bring Reading's SHI percentage to 9.67%.

Johnson Woods phase II has an additional 7 ownership units to construct and sell. The units will be included on the Town's SHI once Certificates of Occupancy are issued.

The Zoning Board of Appeals (ZBA) recently received of a 120-unit rental Comprehensive Permit application known as Eaton Lakeview Apartments. The project received a Project Eligibility Letter from MassHousing in October 2017. As a rental project for which at least 25% of the units are affordable, the total number of units in the project will qualify for inclusion on the SHI. The ZBA hearing is scheduled to open in March, 2018.

C. Affordable Housing Efforts

Reading has pursued a proactive planning based strategy in an effort to increase the supply of affordable housing and meet the 10% minimum statutory requirement. The Town has made strides towards meeting that goal through adopting zoning changes and utilizing current planning best practices. The Town's 2013 HPP created a roadmap to follow as the Town worked towards meeting its affordable housing goals.

Safe Harbor — As reported earlier, in CY 2017 Reading added 98 affordable housing units to the Subsidized Housing Inventory (SHI), the inventory used by the Commonwealth of Massachusetts to monitor the affordable housing statutory requirements. As a result, the Town secured a two-year safe harbor certification through February 22, 2019.

1. Adoption of Smart Growth Districts (40R)

Gateway Smart Growth District (GSGD)

In December 2007, Reading adopted the Gateway Smart Growth District under MGL Chapter 40R and 760 CMR 59.05(4). The overlay district is located at the southern town line, near Interstate 95/Route 128 and Route 28 (Reading's Main Street). The 424 unit Reading Woods project is currently completed and nearly fully occupied. The GSGD includes 200 of the 424 units. Of those 200 units, 43 are affordable and are included on the SHI. This site was formerly a commercial use owned by the Addison Wesley Corporation.



Downtown Smart Growth District (DSGD)

In November 2009, Reading adopted the Downtown Smart Growth District (DSGD) under MGL Chapter 40R and 760 CMR 59.05(4). This zoning change was also a response to the 2007 Housing Plan which identified downtown as an area for future housing opportunities. At that time, the DSGD overlay district did not encompass the downtown in its entirety. The DSGD will allow for 203 additional housing units by right. The first project that was permitted and constructed within the DSGD was the Oaktree Development located at the former Atlantic Market site on Haven Street. This project is a mixed-use development with retail uses on the ground floor and 53 residential units above. At 53 units, this project exceeded the maximum density allowed, but was granted a waiver from the CPDC for a density of 73 units per acre. A total of 11 units are affordable and are listed on the SHI.



In September 2017, Postmark Square, an adaptive re-use of the historic Reading Post Office, received 40R Plan Review approval from the Reading Community Planning and Development Commission (CPDC). Postmark Square will be a mixed-use project with 50 ownership residential units, 10 of which will be affordable.



Expanded Downtown Smart Growth District (DSGD)

In April of 2017, Town Meeting adopted and the AG's office approved, an expansion of the DSGD to include approximately 21 additional acres, with a potential for 113 new residential units.

Increased Affordable Housing Percentage Requirement (rental) in the DSGD

In April 2017, Town Meeting also adopted, and the AG's office approved, increasing the affordable housing requirement from 20% to 25% for rental projects within the DSGD. Pursuant to MGL Chapter 40B, the increase to 25% will allow the Town to count all of the units in a rental project versus only the actual number of affordable units.

In November 2017, 20-24 Gould Street, a redevelopment of the former EMARC site (which is within the expanded DSGD area), received 40R Plan Review approval from the Reading Community Planning and Development Commission (CPDC). The mixed-use project will include 55 residential units, at least 14 of which will be affordable. As a rental project for which at least 25% of the units are affordable, all 55 units qualified for listing on the SHI.



The proposed mixed-use 40R redevelopment of the Sunoco station property, mentioned above, is also within the expanded DSGD area. The 31-unit rental project is currently under review by the Community Planning and Development Commission. As a rental project for which at least 25% of the units are affordable, the total number of units in the project will qualify for listing on the SHI.

Planning Efforts

- **2015 Economic Development Action Plan (EDAP)** - The EDAP recommendations include expanding housing and mixed use. A key recommendation was to expand the DSGD. The EDAP link is: <http://www.readingma.gov/planning-division/files/economic-development-action-plan-with-appendices>
- **Metro North Regional Housing Office (MNRHSO)** – In 2015, Reading established the MNRHSO comprised of the towns of Reading, North Reading, Wilmington, and Saugus. The MNRHSO shares the expenses of a full-time housing coordinator who monitors

existing affordable housing and provides expertise related to affordable housing. An Advisory Committee oversees the MNRHSO. Massachusetts has only a handful of RHSO's and Reading is proud to have developed this for the Metro North region.

- **Comprehensive Update of the Reading Zoning Bylaw (ZBL)** – In 2014, the ZBL was updated to clarify, simplify, and modernize zoning for ease of use by developers. Accessory Apartments are now allowed “by-right” if performance standards are met and if the unit is located in an existing single-family structure. A special permit is required for accessory apartments in detached structures, or involving increases in gross floor area to an existing single-family structure or new construction. Permitting checklists have been developed to simplify zoning further.

2. Challenges and Constraints to the Development of Affordable Housing

a. Existing Housing Allowances

The Reading Zoning Map illustrates residential uses taken from the Reading Zoning Bylaw effective as of April 2017. The tables below identify which types of residential and business uses are allowed in each zoning district. “YES” indicates uses allowed by right. “SPP” means the use requires a Special Permit from the Community Planning and Development Commission and “SPA” means the use requires a Special permit from the Zoning Board of Appeals. “No” denotes a use that is not allowed.

Table 21: Uses for Residential Districts

Principal Uses	RES S-15 S-20 S-40	RES A-40	RES A-80	PRD-G PRD- M	PUD-R
Residential Uses					
Single Family Dwelling	YES (1)	YES	NO	SPP	SPP
Two Family Dwelling	NO	YES	NO	SPP	SPP
Multi-Family Dwelling	NO	YES	YES	SPP	SPP
Age Restricted Multi-Family Dwelling	NO	SPP	SPP	SPP	SPP
Boarding House	NO	YES	NO	NO	NO

Table 22: Uses for Business and Industrial Districts

Principal Uses	Bus A	Bus B	Bus C	IND	PUD-B Overlay	PUD-I Overlay
Residential Uses						
Single Family Dwelling	Yes (1)	No	No	No	No	No
Two Family Dwelling	Yes	No	No	No	No	No
Multi-Family Dwelling	Yes	No	Yes (2)	No	No	No
Age Restricted Multi-Family Dwelling	No	No	Yes	No	No	No
Boarding House	No	No	No	No	No	No

Source: Town of Reading Zoning By-Law, Tables 5.3.1 and 5.3.2, Table of Uses, September, 2017

Although Reading is primarily zoned for single family homes, other zoning districts including A-40, A-80 and Business A allow for other forms of residential development such as apartments or multi-unit homes. Table 23 below identifies the base zoning districts in Reading.

Table 23: Reading Base Zoning Districts

Zoning District	Short Name	Area (sq miles)	Acreage	Percent
Single Family 15 District	S-15	3.3	2,120.1	33.2%
Single Family 20 District	S-20	4.1	2,643.2	41.3%
Single Family 40 District	S-40	1.9	1,235.1	19.3%
Apartment 40 District	A-40	0.0	30.8	0.5%
Apartment 80 District	A-80	0.0	12.8	0.2%
Business A	BUS A	0.1	48.4	0.8%
Business B	BUS B	0.1	55.2	0.9%
Business C	BUS C	0.1	38.8	0.6%
Industrial	Ind	0.3	209.1	3.3%
	Totals	10.0	6393.4	100.0%

Source: Town of Reading Zoning By-Law, April 2017

In addition to the base zoning districts, Reading has several overlay districts. Table 24 below is a comprehensive list of all the zoning districts, including overlays within the Town of Reading.

Table 24: Town of Reading Zoning and Overlay Districts

Type	Full Name	Short Name
Residence	Single Family 15 District	S-15
Residence	Single Family 20 District	S-20
Residence	Single Family 40 District	S-40
Residence	Apartment 40 District	A-40
Residence	Apartment 80 District	A-80
Business	Business A District	Bus A
Business	Business B District	Bus B
Business	Business C District	Bus C
Industrial	Industrial	Ind
Overlay	Flood Plain District	F
Overlay	Municipal Building Reuse District	MR
Overlay	National Flood Insurance Flood Management District	NF
Overlay	Aquifer Protection District	AQ
Overlay	Planned Unit Development	PUD
Overlay	Planned Residential Development	PRD
Overlay	Gateway Smart Growth District	GSGD
Overlay	Downtown Smart Growth District	DSGD

Source: Town of Reading Zoning By-Law, April 2017

b. Development Capacity and Constraints:

Residential development is constrained by many factors including availability of land, land use regulations, natural resources such as wetlands and threatened and endangered species, and limitations on infrastructure capacity. In order to evaluate the potential development capacity, the availability of land must be evaluated against potential development constraints.

Available Land: The Town of Reading is approximately 10 square miles in size and contains 6,394 acres of land. Using a GIS analysis it was estimated that 1,756 acres (27.5%) of land in Reading is undeveloped or Chapter 61 Land. Of that, 372 acres are potentially developable, and only 139 acres of developable land remain after regulatory constraints⁷ are applied. This results in approximately 262 buildable lots based on the minimum lot size of 15,000 square feet required in the S-15 residential zoning district. However, this build-out is for undeveloped land and does not take into account previously developed land that could be subdivided to yield more homes. Using the same GIS analysis and regulatory constraints, it is estimated that a potential of 513 new homes could be built on currently developed land.

⁷ Only residentially-zoned parcels were included in the analysis. Constraints include FEMA 100 year flood zones, 100' buffers around wetlands, streams, and vernal pools, and 200' buffers around perennial streams. Aquifer protection district and slope were not included as constraints. Infrastructure needs were not considered in calculating potential lots.

However, the actual number is likely to be significantly less when taking into account infrastructure costs, lot shape, or other geological conditions, as well as particular zoning district (specifically S-20 or S-40).

As identified above, Reading has several overlay districts. Overlay districts are zoning districts which may be placed over the underlying districts. The provisions for the overlay district may be more stringent or flexible based on the purpose of the particular overlay. The following are overlay districts that relate to housing development and the provision of affordable housing in Reading. Some of the overlays allow for other forms of development, increased density in development, and may have requirements for affordable housing.

Planned Unit Development – Residential

Denoted as PUD-R this overlay district allows, by a Special Permit from the CPDC, single family, two family, apartments, elderly housing, among other uses. At least ten percent of all residential units in the PUD-R must be affordable. The affordable percentage requirement increases to 15% for property within 300-feet of a municipal boundary. It should also be noted that the Planned Unit Development – Industrial (PUD-I) overlay district also allows residential development when the proposed development is within 200-feet of another residential district.

Planned Residential Development (PRD)

A PRD district is an overlay zoning district which may be applied to parcels within the S-15, S-20, S-40 and A-80 residential zoning districts and must be approved through Town Meeting. Upon approval of the overlay, the CPDC may issue a Special Permit for residential development. In Reading, there are two types of PRD districts; General (PRD-G) and Municipal (PRD-M). The PRD-G requires a minimum lot size of 60,000 square feet and encourages affordable unit development. PRD-M development is allowed on current or former municipally-owned land of at least eight acres and requires a certain percentage of affordable units.

Municipal Building Reuse District

The Municipal Building Reuse District is an overlay district that allows for the redevelopment or reuse of surplus municipal buildings. At least ten percent of the residential units must be affordable.

Smart Growth Districts (40R)

Reading has adopted two Smart Growth 40R Districts. The Downtown Smart Growth (DSGD) District is an overlay district that allows for mixed-use or multi-family residential within the downtown area via plan approval by the Community Planning and Development Commission. This overlay district requires a minimum of 20% affordable units (homeownership projects) and a minimum of 25% affordable units if the development is rental or limited to occupancy by elderly residents. The Gateway Smart Growth District (GSGD) is also an overlay district located at the intersection of Route 28 (Main Street) and

Interstate 128/95. This district is fully developed with one 424-unit project (200 of the units are technically within the GSGD) and includes 43 affordable units (10%).

Natural Resource Limitations: Wetlands and other natural resources such as endangered species habitats can place constraints on development. As mentioned above, many lots are considered unbuildable due to the presence of some of these resources. Almost one-fourth of the land in Reading is considered wetland or within the jurisdictional buffer zones of resource areas. Another 6% of land is within the 100-year flood zone. Reading is located within the Aberjona, Ipswich and Saugus river watersheds and many of Reading's wetland areas are located in associated floodplains.

Rare and Endangered Species: There are three areas in Reading which contain rare or endangered species. These areas are protected under the Massachusetts Endangered Species Act and the Massachusetts Wetlands Protection Act. Any development within these areas is subject to review by the Massachusetts Natural Heritage and Endangered Species Program (NHESP). The three areas of designation include a large tract of land within the western side of the Town Forest and two separate tracts of land within the Cedar Swamp near the Burbank Ice Arena located on the eastern side of the town.

c. Infrastructure

Public Water: The Town of Reading's water distribution system is comprised of 115 miles of distribution main, 2 water booster stations and 2 storage facilities; one 0.75 M gallon elevated tank located at Auburn Street and one 1.0 M gallon standpipe located at Bear Hill. Presently, Reading purchases all of its drinking water from the MWRA which is supplied into the Town's distribution system via a 20" water main located on Border Road. Construction of a second 36" redundant supply pipe line was recently completed by the MWRA which will provide a second supply source to the Town's distribution system at Leech Park on Hopkins Street. The Town also has 5 emergency water connections with 3 of the bordering communities.

Prior to purchasing water from the MWRA, Reading operated a water treatment plant adjacent to the Town Forest which drew water from nine wells within the Town Forest and Revay Swamp, all contained within the Ipswich River Watershed. Following the temporary closure of wells as a precautionary measure to avoid contamination from an overturned petroleum vehicle on Rte. 93 and to aid in relieving stress to the Ipswich River aquifer, the Town decommissioned the treatment plant in 2006 and began purchasing 100% of the Town's drinking water from the MWRA. Reading continues to maintain the wells as a backup water supply until the redundant MWRA water supply source is on-line.

Reading has established a strong water conservation program offering residents rebates for the installation of low flow fixtures and appliances, irrigation sensors and rain barrels. The program has been extremely successful and has lowered water consumption by 10% over a 10 year period. In 2016 the average daily water consumption equaled 1.7 MGD with

a maximum daily demand of 2.2MGD.

All water purchased from the MWRA is metered at the supply mains through meters owned by the MWRA and the Town of Reading. Residential and Commercial meter reading is modern and efficient, with an automatic system that uses radio transmitters for optimal accuracy and efficiency. Water rate changes are established by the Board of Selectmen based on recommendations from staff.

Reading's water distribution system is maintained on a GIS mapping and database system. The operation of the water system is overseen by the Department of Public Works, and is on an enterprise basis, through which the full costs of operations are borne by the water users, and not paid for by local property taxes.

Public Sewer: The sewer system is owned and operated by the Town and serves approximately 98% of all properties within the Town. While 159 individual properties throughout the Town are not yet connected to available public sewer, the only major unsewered areas are portions of Main Street north of Mill Street, and the westerly portion of Longwood Road. The system consists of 107 miles of sewer main, 12 wastewater pump or lift stations, and approximately 7,800 local service connections.

All sewage from the Town's system discharges into the MWRA's regional collection system through 2 major outfalls; one along Rte. 93 in the west adjacent to Arnold Avenue, and one at the end of Summer Avenue in the south. An isolated collection system servicing Border Road and a small portion of the West Street area discharges into the regional sewerage system via the City of Woburn. The regional sewerage system is operated by the MWRA, with principal treatment at Deer Island facility.

Water usage meters measure outfall flows and discharges. Sewer rate changes are established by the Board of Selectmen based on recommendations from staff. The Town's connection policy requires all new development to tie into the public sewer system and requires conversion to public sewer when residential septic systems fail. In addition, the Town sewer connection policy requires that all new developments perform system Inflow/Infiltration improvements or that equivalent contributions of twice the new flow multiplied by \$4.00 are made to the Town.

Reading's sewer system is maintained on a GIS mapping and database system. The operation of the sewer system is overseen by the Department of Public Works, and is on an enterprise basis, through which the full costs of operations are borne by the sewer users, and not paid for by local property taxes.

Stormwater System: Reading is located in the upper reaches of three (3) separate drainage basins; the Ipswich River basin to the north, Saugus River basin to the southeast, and Aberjona River basin to the southwest. All stormwater is collected through a series of approximately 3,400 catch basins, 80 miles of piped system, numerous open water bodies

and 450 outfalls. The GIS mapping of the stormwater system was updated in 2016.

The town has evaluated problematic areas of the Aberjona and Saugus River basins and has developed a capital plan for the improvements. The system is operated and maintained by the Department of Public Works and is funded partially through local property taxes and the balance through enterprise funds. Following the authorization of the MS4 permit program by the EPA in 2003, the Town established a stormwater enterprise in 2006 to fund the additional operation and maintenance of the stormwater system mandated by the MS4 permit. The enterprise funding is apportioned based on the extent of impervious area within the parcel.

Through the policies established under the Town's MS4 permit program, all new developments are required to install and maintain stormwater management systems. Each system must include a long-term operation and maintenance plan which includes annual reporting to the Town.

Roadway Network: Reading contains approximately 102 miles of streets and roads, however, the Town only maintains approximately 92.7 miles. The remainder of roadways not maintained by the Town are state-owned or privately-owned roadways. The Town is bordered by Interstate Highway 95 (also known as state Route 128) on the south and southeast, and Interstate Highway 93 on the west.

Reading's roadway system consists of several arterial, collector and local roadways. Arterial streets, carrying large traffic volumes and serving as principal local routes as well as regional routes, include: Main Street (Route 28), and Salem Street and Lowell Street (Route 129). These three main arterials intersect at the Common in the middle of Town, and are lined almost uninterruptedly with commercial and densely developed residential uses.

Minor arterial streets include: Haverhill Street (residential), Walkers Brook Drive (commercial and industrial), Washington Street (residential), Woburn Street (commercial through Downtown and otherwise residential) and West Street (almost entirely residential).

Collector streets, serving traffic from neighborhood streets and feeding into the arterial streets in Town, include: Franklin Street, Grove Street, Forest Street, Charles Street, Washington Street, High Street, Summer Avenue, South Street, Hopkins Street, and Willow Street.

Since 2000, Reading has utilized a computerized pavement management system to assist in developing a roadway capital improvement plan. In 2011 the system was converted to a GIS based management system. The system enables the Town to reliably develop cost effective roadway maintenance plans. Based on roadway inspections, each roadway is given a pavement condition index (PCI) that is used to identify the overall condition of the

roadways. PCI values range from 0 to 100 and the 2016 average PCI of all roadways was 77. Every 3-4 years, each roadway is physically inspected to update the database for pavement distresses factors, which are used to determine pavement longevity in the program. Through the use of the computerized program, state Chapter 90 roadway funds and the general operating funds (which is a result of a proposition 2 ½ override), the Town's planned annual expenditure of roadway maintenance will insure an overall increase in the roadways PCI value for the next 10 to 15 years.

Commuter Rail: Reading is served by the Massachusetts Bay Transportation Authority (MBTA) Commuter Rail system. The current MBTA schedule has 19 commuter rail trains each weekday inbound to North Station in downtown Boston. A total of 23 commuter trains travel outbound to Reading each weekday from North Station and of those 13 continue on to the final destination of Haverhill. The Reading train station is located in the heart of downtown at the "Depot". There is a mix of MBTA/Town parking available at the Depot. The 113 MBTA-owned spaces are available for a rate of \$4.00/day and there are also several Town-owned parking spaces available to residents only for a one-time fee of \$150. The most current ridership data available is contained in the MBTA "Blue Book" dated July, 2014. The 2014 Blue Book statistics show a typical weekday station boarding (inbound) at Reading station as of April, 2013 was 799 commuters. The average boarding count for the period 2007 – 2013 for Reading Station (inbound) was 834 with a high of 1010 in 2011 and a low of 444 in 2012. The 2009 ridership in Reading was higher than any other station on the Haverhill/Reading MBTA line. Lawrence had the second highest ridership at 722.

Bus Service: The MBTA operates two bus routes from Reading to the Malden Center Orange Line subway station. Bus 136 service begins at the Depot and travels east on Salem Street through Wakefield then continues south on Main Street with service in Melrose and eventually terminates at the Malden Center subway station. Bus 137 also departs from the Depot. This route travels south on North Avenue through Wakefield and continues south through Melrose on Main Street and terminates at the Malden Center subway station. The entire route from Reading to Malden takes approximately 40 minutes.

Electrical – Reading Municipal Light Department (RMLD): In 1891, the Massachusetts Legislature passed a law enabling cities and towns to operate their own gas and electric plants. Following several years of study and Special Town Meetings, Reading began producing electricity for 47 streetlights and 1,000 incandescent lamps on September 26, 1895. Special legislation was enacted on April 8, 1908 authorizing the Town of Reading to sell and distribute electricity to Lynnfield, North Reading and Wilmington. As a result, RMLD began delivering power to Lynnfield Center on December 10, 1909; to North Reading in 1910 and to Wilmington in 1912.

There have been decades of advancement and achievement since those early days of electricity, but some things have remained constant. After more than 110 years, RMLD is still committed to reliable service at competitive rates, but maintaining that commitment requires astute planning, innovative ideas and close attention to detail.

The Gaw substation on Causeway Road in Reading was constructed in 1969-1970 allowing RMLD to connect to the grid and purchase power from almost anywhere on the northeast power pool. In June 2000, construction was completed on a distribution substation connected to 115,000-volt transmission lines in North Reading in order to accommodate growth and enhance the entire system's efficiency and reliability. To ensure reliability, RMLD has an ongoing preventative maintenance program aimed at solving problems before they occur.

Today, RMLD serves more than 27,000 customers in its four-town service area. A professional staff of 80+ employees brings a broad scope of utility experience to RMLD's daily operation, including an up-to-date understanding of the evolving energy market. With its peak demand for electricity at more than 155 megawatts, RMLD purchases electricity from a number of different sources through long-and-short-term contracts. Recent technological advances at RMLD include a fiber optic cable network that links all substations for state-of-the-art system monitoring and control. Computer systems are also state-of-the-art, and now include a sophisticated website. Meter reading is modern and efficient, with an automatic system that uses radio transmitters for optimal accuracy and efficiency.

RMLD supports in-lieu-of-tax payments, community development and energy education programs. This includes energy conservation programs, school safety projects, school-to-work partnerships, outreach to senior groups, community support, and active memberships in local civic groups.

Infrastructure Capacity for Planned Production: Reading's overall infrastructure contains adequate capacity and capital facilities for existing build out and anticipated future development. The Town also periodically reviews and assesses its 10-year Capital Plan to insure that infrastructure will be maintained and sustained for projected growth. The Town expects to continue the policy and practice of requiring mitigation from developers, financial or otherwise, for the impacts of their proposed projects, including infrastructure improvements. Therefore, as needs are identified through staff level and consultant review of individual permitting applications, the Town expects to require - as conditions for approval - adequate improvements and upgrades to systems, resources and capacity to allow for development under this Housing Production Plan, while protecting and enhancing natural, cultural and historical assets consistent with the 2005 Master Plan.

Section 2: Affordable Housing Goals and Strategies

The housing goals and strategies included in this section are aimed primarily at creating more housing choice and affordable housing in Reading. The goals and strategies also support the Town's ability to achieve other interrelated community goals, including goals for economic development as well as protecting quality of life and community character.

Housing Goals

In reviewing the previous Reading Housing Plan of 2013, other Reading related documents, analyzing the current housing situation in Reading, and in discussing housing issues with town citizens and officials, the Town has identified six housing five-year goals that are the most appropriate and most realistic for the community. They are identified below.

Goal 1 – Create SHI-eligible housing units

Support the creation of affordable housing units, both rental and ownership units, that will count on the state's Subsidized Housing Inventory to reach the state's 10% affordable housing goal while also focusing on the specific housing needs of Reading residents.

Goal 2 – Support Reading's low-income residents

Support the housing needs of Reading's most vulnerable residents including families, seniors, and individuals with disabilities, especially households with extremely-low and very-low incomes.

Goal 3 – Preserve existing affordable housing

Preserve existing affordable housing to ensure the units remain affordable and qualify for listing on the subsidized housing inventory.

Goal 4 – Proactively manage growth

Manage growth and proactively plan to mitigate impacts of new housing and mixed-use development to preserve and enhance the quality of existing residential neighborhoods and commercial areas and to provide a greater diversity of housing options to support housing needs.

Goal 5 – Support affordable rental properties and tenants

Support owners of affordable rental units to ensure appropriate maintenance and upkeep and seek opportunities to increase affordable housing units within these properties.

Goal 6 – Strengthen education and local relationships

Educate the public on affordable housing issues and strengthen relationships with other local entities and regional partners on the topic.

Housing Strategies

This section includes descriptions of local regulatory strategies, local initiative strategies and an action plan, all of which are intended to assist the Town of Reading in meeting its affordable housing goals. The strategies are listed immediately below and discussed in more detail on the following pages.

Strategy 1: Encourage development in the Priority Development Areas

Strategy 2: Adopt an Inclusionary Zoning bylaw

Strategy 3: Explicitly Permit Congregate Housing

Strategy 4: Provide support for 40R, 40B and Local Permit applications

Strategy 5: Seek opportunities for locally-initiated development

Strategy 6: Strengthen the Affordable Housing Trust

Strategy 7: Explore Creation of a First-Time Homebuyer Program

Strategy 8: Identify potential homes for congregate housing

Strategy 9: Seek funding to create a local aging-in-place program

Strategy 10 Foster partnership initiatives with landlords

Strategy 11: Work in cooperation with community partners to promote enhanced public understanding of housing needs and promote creation of affordable housing

Strategy 12: Support the Metro North Regional Housing Services Office

Reaching 10%

The Housing Production Plan guidelines require that the HPP set an annual goal for housing production, pursuant to which there is an increase in the municipality's number of SHI Eligible Housing units by at least 0.50% of its total units during every calendar year included in the HPP, until the overall percentage exceeds the 10% Statutory Minimum.

There should be a direct link between the setting of these goals and the results of the needs assessment. The numerical goal should be based on the total year-round number of housing

units. The total year-round housing units is the total number of units for the community in the latest U.S. Census including any changes due to demolition or new construction.

The Table below projects the Town of Reading SHI. Note that the unit counts for projects on the first three lines are forecast. The denominator of Year-round housing units will be updated by the Census and then reported by DHCD in 2021/2022. These projections are not included in this update, but will be included in the 2023 update.

	FY18	FY19	FY20	FY21	FY22	FY23
Johnson Woods			7			
Eaton Lakeview 40B				120		
467 Main Street 40R			31			
SHI Units Created	896	0	38	120	0	0
Cumulative SHI Units	896	896	934	1054	1054	1054
Year Round Units (2010 Census)	9584	9584	9584	9584	9584	9584
SHI %	9.35%	9.35%	9.75%	11.00%	11.00%	11.00%
10% Requirement	958.40	958.40	958.40	958.40	958.40	958.40
+/- 10%	-62.4	-62.4	-24.4	95.6	95.6	95.6

Regulatory Strategies

Regulatory strategies refer to recommendations that entail amendments to local zoning bylaws or other local development regulations to help encourage development of more housing options including affordable housing.

Note: There is a new state funding source—MassHousing’s Planning for Housing Production Program⁸—that could help to support Reading’s efforts to implement the plan’s regulatory strategies. The Program provides municipalities with funding for additional technical capacity to implement recommendations of the housing production plan and deliver new mixed-income housing.

⁸ More information about MassHousing’s Housing Production Program: www.masshousing.com/portal/server.pt/community/planning_programs/207/planning_for_housing_production

Strategy 1: Encourage mixed-use development in the Priority Development Areas by considering adoption of various regulatory tools.

Redevelopment in the PDAs could generate ~410 new housing units, capturing 43% of town-wide housing demand.

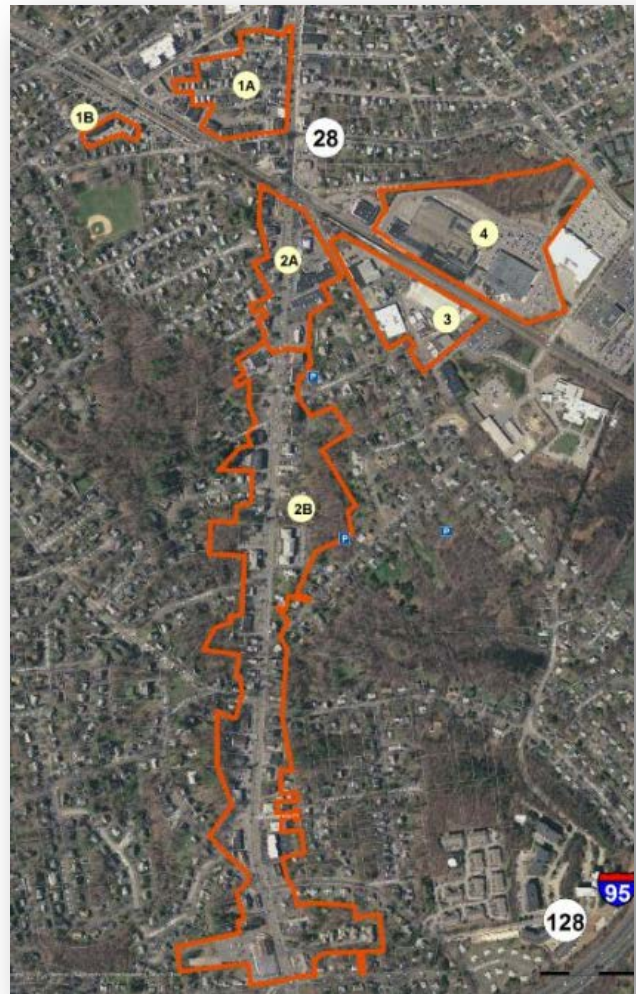
As part of the Reading Economic Development Action Plan 2016-2022 (EDA Plan), the town identified four regionally-significant Priority Development Areas (PDAs). As described in the EDA Plan, redevelopment in these PDAs will help meet projected regional demands for housing and commercial uses and strengthen existing places by improving the mix of development types in areas where development already exists. The PDAs are sited in areas defined as having major growth

potential and near existing transportation resources including public transit, bike, and trail facilities, thus contributing to the creation of more walkable communities.

The four PDAs are described below, as excerpted from the EDA Plan (page 6):

PDA #1 - Downtown Reading. PDA #1 is a nine-acre area consisting of 46 parcels – the Town’s 40R Smart Growth Overlay District was expanded to include a portion of this area (PDA #1A) in April 2017. PDA #1A is bounded by Haven Street, Main Street, Washington Street, and High Street and includes mixed use, commercial, and residential development. PDA #1B is adjacent to the Commuter Rail and is bounded by Lincoln and Prescott streets and includes commercial and residential development – this property is the location of an approved Comprehensive Permit.

PDA #2 – South Main Street. PDA #2 is a 26-acre area consisting of 82 parcels located south of the downtown on South Main Street. PDA #2A presently contains primarily low-density commercial development and underutilized parcels. PDA #2B consists primarily of low-density residential development. The Town is interested in facilitating more retail and mixed-use development and implement streetscape and road reconfigurations that will enhance safety and the street’s overall connectivity to downtown.



Reading Priority Development Areas
Source: EDA Plan

PDA #3 – New Crossing Road Redevelopment District and Ash Street Parcels. PDA #3 consists of the five-acre New Crossing Road Redevelopment District, which consists of four parcels and includes vacant lots, derelict buildings, sites with industrial uses, and adjacent parcels on Ash Street.

PDA #4, - 1 General Way. PDA #4 is one large 20-acre parcel with a mix of single-story commercial uses and ample parking. The Town is interested in facilitating a more vibrant mix of uses and structures of different densities in this area.

In accordance with the recommendations of the Reading Economic Development Action Plan 2016-2022, the Town recently expanded the Downtown Smart Growth District (DSGD) to PDA #1A and the rest of the underlying Business B zone in the downtown area to continue fostering mixed use development in the Commuter Rail station area. This zoning will facilitate mixed-use infill development, which will help meet Reading’s Economic Development goals as well as regional demand and potential shortages of housing.

More specifically, this strategy recommends the following:

Adopt Sub-Districts with Design Guidelines for PDA #1

To ensure appropriate development and redevelopment of properties in the DSGD, the Town should adopt sub-districts with design guidelines tailored to enhance the character and further the Town’s vision for each sub-district.

Consider zoning changes to promote more compact, mixed-use development

In accordance with the recommendations of the Reading Economic Development Action Plan 2016-2022, facilitate more compact, mixed-use development in PDAs #2 (or as a 40R, described above), #3, and #4. Amend underlying zoning (or through adoption of 40R) to facilitate higher density mixed use and in PDA #2—South Main Street—with a focus on increasing mixed-use redevelopment potential in PDA#2A, which has underutilized retail parcels that could be redeveloped to mixed use with commercial on the first floor and residential above. Rezoning for mixed use will generate more foot traffic downtown. Facilitate development in alignment with South Main Street Design Best Practices.

Adjust zoning requirements to facilitate mixed use in PDA #3 and #4. Work with property owners, developers and major tenants to pursue parcel consolidation to facilitate redevelopment.

Consider zoning changes to parking requirements to promote more compact, mixed-use development

In accordance with the recommendations of the Reading Economic Development Action Plan 2016-2022, evaluate parking requirements and consider zoning amendments to make parking requirements consistent with best practices.

Strategy 2: Adopt an Inclusionary Zoning bylaw

The purpose of inclusionary zoning bylaws (IZ) is to ensure that production of affordable housing units keeps pace with construction of new dwelling units. IZ mandates that developers provide affordable housing units in addition to market-rate housing. Section 9 of the Zoning Act authorizes communities to adopt bylaws that require a developer to provide a certain portion of affordable units (usually 10% to 25%) within an overall development. To help offset the cost of providing these units, the bylaw may offer an incentive, most commonly a density bonus. Other incentives include a waiver of zoning requirements or permit fees, fast-track permitting, local tax abatements, and subsidized infrastructure.⁹

Many variations of inclusionary zoning provisions have been adopted in Massachusetts communities with varying levels of success at producing affordable units. IZ provisions include:

- a unit threshold that triggers the affordable unit requirements
- minimum percentage of affordable units required
- maximum household income targets (e.g., at or below 80 percent of the area median income)
- eligibility for the state’s Subsidized Housing Inventory
- density bonuses, if applicable

For example, density bonuses are sometimes offered to encourage deeper affordability of units (e.g., units affordable to extremely low-income households) or a higher percentage of affordable units.

The Town should consider allowing cash payments, off-site units, and donated buildable land as an alternative in lieu of construction of units. The cash payments and donated buildable land could be allocated to the Reading Affordable Housing Trust to create or preserve affordable housing.

It will be important to examine the most current information regarding best practices for Inclusionary Zoning provisions and to customize a Reading bylaw to ensure a successful outcome.

Strategy 3: Amend the Zoning Bylaw to explicitly permit congregate housing

Congregate housing is a shared living environment designed to integrate the housing and services needs of elders and disabled individuals. The goal of congregate housing is to increase self-sufficiency through the provision of supportive services in a residential setting. Some types of congregate housing are often in converted single-family homes; however, the Reading zoning bylaw restricts dwelling units to “families” or not more than four unrelated individuals, and this restriction may pose an issue in certain situations for congregate housing, which will often house up to 16 people.

⁹ Excerpted from the Housing Toolbox for Massachusetts Communities:
<https://www.housingtoolbox.org/zoning-and-land-use/adaptive-reuse>

In addition, congregate housing sometimes provides small kitchen facilities in each private unit in addition to the shared common facilities, which may constitute multi-family housing under the current bylaw's use regulations and thus be prohibited in certain residence districts (S-15, S-20, and S-40).

Reading's zoning bylaw does not appear explicitly permit congregate housing (a.k.a. group homes), which can be an important housing choice to accommodate later life stages for an older population and provide supportive housing for individuals with disabilities.

The Reading zoning bylaw provides the below definition for "family," which presents Fair Housing considerations. Policies that require relations by blood/marriage and/or have a limit of unrelated adults in a household may be considered discriminatory if they have an adverse impact on a protected class including people with disabilities. For example, limiting the number of unrelated persons in a dwelling can impact group home uses, foster families, or other alternative household composition.

Family: One or more persons living together in one dwelling unit as a single housekeeping unit; provided, however, that a group of more than four individuals who are not related by blood, marriage, or legal adoption shall not be deemed to constitute a family.

Dwelling, single family: A detached dwelling unit arranged, intended or designed to be occupied by only one family.

However, it is important to note that despite these limiting definitions and lack of zoning provisions for congregate housing or group homes, the Dover Amendment exempts educational uses from local zoning and programs and services that provide support, training, and skill building for persons with disabilities have been found to be educational in nature. Many congregate living and group home facilities provide such services to residents and would qualify as educational in nature. In addition, federal laws prohibit municipalities from discriminating against persons with disabilities through their land use and zoning policies.¹⁰

The zoning bylaw should be amended to ensure consistency with these laws and to explicitly permit congregate housing in all residential districts. This strategy would help to support the local initiative Strategy 8 to identify existing houses with potential for conversion to congregate housing.

Strategy 4: Provide necessary support for 40R, 40B/Comprehensive and Local Permit applications.

The Town has had multiple development proposals in recent years that can help to create a more diverse housing stock including affordable and mixed-income units. The Town should continue to provide technical and political support for appropriate projects that further the Town's housing and economic development goals. These projects could be developments in

¹⁰ Federal laws referenced here includes Section 504 of the Rehabilitation Act of 1973, the Fair Housing Amendments Act of 1988, and the American with Disabilities Act of 1990.

40R Smart Growth Districts, 40B Comprehensive Permit applications, or local permit applications.

Local Initiative Strategies

Local initiative strategies refer to recommendations that the town can undertake to foster the creation of more housing options, especially affordable housing. These initiatives are not regulatory in nature – they deal with allocation of town resources including staff time, funding, and property.

Strategy 5: Seek opportunities for locally-initiated development of affordable housing.

Continue to catalogue, prioritize and target tax-foreclosed, foreclosed, and surplus public properties with development potential

Tax-foreclosed, foreclosed, and underutilized surplus public properties can have negative impacts on neighborhoods and municipal finance. These properties can be developed or reused as affordable, mixed-income housing and/or mixed-use development and can present opportunities for neighborhood improvement.

The Town has been tracking such properties and should continue to do so to identify properties with development potential for town acquisition and/or or a cooperative effort with non-profit partners.

In addition, the Town should adopt a tax title disposition plan or policy that lays out a process for town officials, including the Treasurer, to work collaboratively to foster development/reuse for affordable housing of appropriate properties. Property acquired in tax title foreclosure can be disposed of under Chapter 60 by auction or under Chapter 30B when the tax title custodian transfers the property to another municipal agency (including an Affordable Housing Trust). Such a property disposition through Chapter 30B can specify that the property be developed within a time frame and for a specific purpose, including affordable housing.¹¹

Current Tax Title Inventory: As of October 2017, the town had three tax title properties with existing single-family houses that could have potential for conversion to affordable units (9 Swan Road, 179 Pearl Street, and Brook Street/Redfield Road).

Public Property: There are roughly 332 acres of state land including Camp Curtis Guild (25 River Road) with 291 acres (part of which is under consideration for use as a new DPW garage). The property will require further study to determine if there are environmental constraints or contamination. State land also includes a property at 9 Causeway Road (lot 31-9) with 4.7 acres. In addition, the Town declared an approximately 4.3-acre parcel on Oakland Road (near the High School) as surplus in April

¹¹ Source: CHAPA, *Back on the Roll in Massachusetts: A Report on Strategies to Return Tax Title Properties to Productive Use*, 2000.

2017. The Board of Selectmen will establish a fully public process to help determine the future disposition of the land; many options for development or use of this parcel are possible.

Explore partnership opportunities with the Reading Housing Authority to create and preserve public housing units

The Reading Housing Authority (RHA) was established in 1963 and has been developing and operating housing for low-income elderly/handicapped persons, families, and people with special needs throughout the Town of Reading. The Authority owns and manages public housing units for both families and seniors.

The RHA owns fourteen (14) or so units of housing that it leases to income eligible tenants. These units are currently unrestricted, despite efforts to work with the RHA to preserve units on the SHI. Some units have expired restrictions, and were recently lapsed from the SHI. In 2017, the Housing Authority hired a new director, which presents an opportunity for the Town to revisit collaborative efforts to restore the affordability of these units by regulating them as Local Action Units under the Local Initiative Program. The Town has identified locations of these fourteen units as follows: Summer/Main (6), Sanborn Schoolhouse (4), 13 Pierce (1), and Gazebo Circle (3).

The Housing Authority owns property on Waverly Road, which could have some potential for development of additional units. In addition to exploring the development potential of the Housing Authority’s existing properties, the Town plans to work collaboratively with the Housing Authority to identify other properties for possible expansion of the public housing inventory—possibly through the development or redevelopment of tax-foreclosed, foreclosed, and/or surplus public properties, as described above.

Strategy 6: Strengthen the Affordable Housing Trust with Additional Sources of Revenue and Further Collaboration

The town adopted the Reading Affordable Housing Trust (AHTF) through a special act in 2001. In 2001 the Reading Town Meeting passed a warrant article which authorized the Selectmen to petition the Massachusetts General Court to establish an Affordable Housing Trust Fund for creation and preservation of affordable housing. The State legislature approved the special legislation. The Board of Selectmen act as the Trustees of the Trust.¹²

Partial List of Potential Funding Sources for Affordable Housing Trusts

- Inclusionary Zoning payments, including 40R incentive payments
- Payments in lieu of providing affordable units
- Voluntary developer payments
- Proceeds from sales of surplus municipal or tax-foreclosed properties
- Private donations
- Revenue from the lease of municipal land for cell towers
- Proceeds from resale of affordable units

¹² Mitchell, Robert P., FAICP, *Affordable Housing Trust Funds: A Report to the Town of Reading, MA*. 2013.

The AHTF is required to submit an allocation plan to Town Meeting annually indicating how Trust funds will be utilized in the coming year and accounting for how the prior year's funds were allocated. The AHTF requires a majority vote of the full combined membership of the Board of Selectmen and Housing Authority for all expenditures.

Secure additional funding for the AHTF

Adoption of an Inclusionary Zoning bylaw with provisions for cash payments in lieu of units can provide a source of revenue for the AHTF, in addition to other potential sources (see side bar above). The current balance of the AHTF is approximately \$263,000. The AHTF's past funding sources included the buy-out of an affordable unit at Sumner Cheney and the sale of surplus lands. No Town-generated funds have been allocated to the AHTF.

Collaboration with Community Partners

The AHTF funds can be leveraged by working in collaboration with community partners including non-profit housing organizations to create and preserve affordable housing. The AHTF funds could support a first-time homebuyer program (see below), locally-initiated developments, or other local initiative strategies.

Strategy 7: Explore Creation of a First-Time Homebuyer Program

AHTF funds can be used to support the programmatic and administration costs of homeownership assistance programs, which assist low- to moderate-income households to purchase a home. The programs can be designed in a variety of ways including the following three examples:

- 1) Down Payment Assistance: Down payment assistance programs provide financial support to assist with down payment and closing costs. This assistance is provided in the form of deferred payment loans with recapture provisions. However, this type of program does not create units that would count on the state's Subsidized Housing Inventory because the subsidy provided is modest and would not create a deed-restricted unit—therefore, Reading would benefit from considering alternative models, as described below.
- 2) Purchase/Rehab Model: In this model, the sponsoring entity, such as the AHTF or a non-profit organization, acquires property, rehabilitates it as necessary, and sells it to a qualified buyer for an affordable price with a deed restriction to secure ongoing affordability. It is important to determine an acceptable level of rehabilitation for the subject properties which stays within the program's budget and does not place unreasonable repair costs on the new homebuyer. These units may be eligible for inclusion on the state's Subsidized Housing Inventory.
- 3) Subsidy Model: In this model, the sponsoring entity, such as the AHTF or a non-profit organization, qualifies potential buyers, who then locate a market rate home to purchase with the help of a subsidy from the sponsoring entity which buys-down the cost of the mortgage to an affordable price. A permanent deed restriction is then executed for the property to secure ongoing affordability. It is critical to set program parameters, including

maximum subsidy per unit, maximum property acquisition cost, and minimum property condition/rehabilitation needs with quality standards, at the start of the process to ensure the sustainability of the program. These units may also be eligible for inclusion on the state's Subsidized Housing Inventory.

In all of these homeowner assistance models, the sponsoring entity must create a transparent, fair, and affirmative process to market the program and select qualified buyers to ensure compliance with federal Fair Housing laws and the Massachusetts Anti-Discrimination Act.

For the units to count on the state's Subsidized Housing Inventory, the program guidelines and marketing plan must meet with the requirements of the Department of Housing and Community Development (DHCD) under the state's Local Action Unit program. Units must have a permanent deed restriction, be affirmatively and fairly-marketed, and comply with DHCD's resident selection criteria.

Strategy 8: Identify existing houses with potential for conversion to congregate housing.

Congregate housing, a shared living environment designed to integrate the housing and services needs of elders and disabled individuals, is often created by converting larger single-family homes to house up to 16 residents with private bedrooms and shared common areas including kitchen, living, dining, and outdoor space. Congregate housing will often also have a resident manager with a small (accessory) apartment within the house or in an outbuilding on site. In addition, it is often beneficial for congregate housing to be in a walkable neighborhood that is close to community services, shops, and public transportation including bus and commuter rail.

The town, perhaps working through the AHTF and in conjunction with community partners, should inventory existing single-family properties to identify potential for conversion to congregate housing. AHTF funds could support acquisition and/or rehabilitation costs of community partners to facilitate such conversions.

Strategy 9: Seek funding to create a local aging-in-place program

To help low-income seniors afford to stay in their home as they age, it can be helpful to fund small repairs and safety improvements including handicap accessibility improvements. The town could fund such a program. There are many models. It will be important to design a model program that has limited administrative needs, due to limited staff capacity.

As an example, the town of Agawam applied for \$85,000 in federal Community Development Funds to create the Agawam Aging in Place Program (AIP Program).¹³ The AIP Program would provide grants up to \$5,000 per qualified senior household to complete non-structural modifications to increase the health and safety of the occupants. To be eligible, owner occupants must be 65 years of age or older, meet HUD income guidelines for low/moderate-income persons, and have home safety needs that fall under the purview of the program.

¹³ Although Agawam did not receive the award of federal funds in FY2018, the city is applying again for FY2019.

Funding per unit would vary from a few hundred dollars to the maximum \$5,000 to support improvements to the health and safety of participants' homes allowing seniors to remain living independently in their own homes. Specific improvements will include the installation of grab bars, door levers, slip resistant stair treads, dead-bolts, peep holes, smoke and/or carbon monoxide detectors, the cleaning of furnaces and chimneys or other similar work and activities.

Strategy 10: Foster partnership initiatives with landlords to upgrade existing apartment complexes and convert to affordable apartments.

Reading has a significant stock of rental units in older, mid-size to larger rental complexes of 20+ units. About 40 percent (777) of rental units are in buildings with 20+ units.¹⁴ Of these units, about 38 percent are in older buildings that were constructed prior to 1980.¹⁵

Community workshop participants supported upgrading older apartment complexes and converting more market-rate rental units to affordable units that would count on the SHI. The Town could work to foster and support private deals to upgrade and convert some of these complexes to affordable apartments.

The Town could target local funds (e.g., AHTF) to work with private partners to purchase, upgrade, and convert. The Town could release a Notice of Fund Availability (NOFA) or Request for Proposals (RFP), in accordance with MGL c.30B, to seek proposals from private developers or existing property owners to upgrade the complex and units in return for long-term affordability restrictions.

In addition, the Town/AHTF could work collaboratively with property owners and non-profit organizations to encourage use of the state's new Donation Tax Credit for property donations to non-profit organizations to convert existing buildings to affordable units. As part of the Act Relative to Job Creation and Workforce Development (H.4569), the state created the Donation Tax Credit that provides a credit against Massachusetts income tax liability for property owners who donate existing housing properties or other structures for the conversion of housing to qualified non-profits that commit to long-term affordability. The credit is worth 50 percent of the donated value, but may be increased to 65 percent by DHCD. Perhaps in Reading this tax credit could help to encourage conversion of market-rate apartment complexes to affordable units.

Strategy 11: Work in cooperation with community partners to promote enhanced public understanding of housing needs and creation of affordable housing opportunities

The Town, working with community partners, should expand community outreach and education efforts by initiating a public awareness campaign to build and maintain support for local affordable housing initiatives. Towards that end, the Metro North Regional Housing Services Office could help with this effort by clearly articulating the unmet local housing needs, perhaps through creation of infographics to include in brochures, posters, and online.

¹⁴ 2012-2016 ACS, B25032: *Tenure by Units in Structure.*

¹⁵ 2012-2016 ACS, B25127: *Tenure by Year Structure.*

In addition, the Town could solicit the assistance of other organizations to help with this effort, such as the Reading Clergy Associations or other groups invested in issues related to affordable housing.

As part of this effort, the Town and Metro North Regional Housing Services Office could consult a variety of publications exploring a variety of concerns and debunking myths related to multifamily housing development and density. For example, the Massachusetts Housing Toolbox may provide ideas to help gain support and address fears of new development, specifically around affordable housing initiatives, including strategies for community engagement and dispelling misperceptions: <https://www.housingtoolbox.org/>

There are multiple organizations working to create or preserve affordable housing and to provide needed services in Reading and the region such as Habitat for Humanity and Mystic Valley Elder Services. The Town has established strong dialogue with these organizations and should continue to have regular dialogue with non-profit entities to promote the creation of affordable housing opportunities, possibly in combination with fostering local initiative projects, as described earlier in this section.

Strategy 12: Continue to support the work of the Metro North Regional Housing Services Office

The Town of Reading is the host town for the Metro North Regional Housing Services Office (MNRHSO). The MNRHSO includes the towns of Reading, North Reading, Wilmington and Saugus. The MNRHSO provides affordable housing support and information to member communities and citizens looking to live in our region. Its primary task is monitoring the more than 2,500 units in the four member towns with the mission of expanding low- and moderate-income housing options and ensuring that owners of affordable properties are in compliance with their restrictions.

The MNRHSO maintains a website with useful information for current and future residents of the member towns including housing opportunities, refinancing instructions and current inventory presentations. <https://www.readingma.gov/regional-housing-services-office>

The Table below shows the relationship between the Goals and Strategies. Some strategies address multiple goals. All goals are addressed by at least one strategy.

	Goal 1: Create SHI Units	Goal 2: Support Residents	Goal 3: Preserve Units	Goal 4 Manage Growth	Goal 5: Rental Support	Goal 6: Education and Relationships
Strategy 1: Encourage mixed-use development in the Priority Development Areas by considering adoption of various regulatory tools	*			*		
Strategy 2: Adopt an Inclusionary Zoning bylaw	*			*		
Strategy 3: Amend the Zoning Bylaw to explicitly permit congregate housing	*	*				
Strategy 4: Provide necessary support for 40R, 40B/Comprehensive and Local Permit applications.	*					
Strategy 5: Seek opportunities for locally-initiated development of affordable housing	*			*		*
Strategy 6: Strengthen the Affordable Housing Trust with additional sources of revenue and further collaboration	*	*	*		*	*
Strategy 7: Explore creation of a First-Time Homebuyer Program	*					
Strategy 8: Identify existing houses with potential for conversion to congregate housing	*	*				*
Strategy 9: Seek funding to create a local aging-in-place program		*				
Strategy 10: Foster partnership initiatives with landlords to upgrade existing apartment complexes and convert to affordable apartments	*				*	*
Strategy 11: Work in cooperation with community partners to promote enhanced public understanding of housing needs and promote creation of affordable housing	*					*
Strategy 12: Continue to support the work of the Metro North Regional Housing Services Office						*

Action Plan

The Reading Public Services Department, specifically the Planning Division, having spearheaded this planning effort, will be the natural entity to oversee all aspects of its implementation and to provide regular updates on progress to the Board of Selectmen and Community Planning and Development Commission. The matrix below provides more specific assignment of responsible entity, supporting entity, and timeframe to implement the housing strategies.

Housing Strategies	FY2018	FY2019	FY2020	FY2021	FY2022	Responsible Entity	Supporting Entities
Strategy 1: Encourage mixed-use development in the Priority Development Areas by considering adoption of various regulatory tools						CPDC Town Meeting	Planning Division
Strategy 2: Adopt an Inclusionary Zoning bylaw						CPDC Town Meeting	Planning Division
Strategy 3: Amend the Zoning Bylaw to explicitly permit congregate housing						CPDC Town Meeting	Planning Division
Strategy 4: Provide necessary support for 40R, 40B/Comprehensive and Local Permit applications.						Planning Division	Boards, Committees & Commissions
Strategy 5: Seek opportunities for locally-initiated development of affordable housing						BOS RHA	Planning Division
Strategy 6: Strengthen the Affordable Housing Trust Fund with additional sources of revenue and further collaboration						BOS Town Meeting Town Manager	RHA
Strategy 7: Explore creation of a First-Time Homebuyer Program						Planning Division	Local banks
Strategy 8: Identify existing houses with potential for conversion to congregate housing						Planning Division	State
Strategy 9: Seek funding to create a local aging-in-place program						Planning Division Human Elder Services Division	BOS Council on Aging
Strategy 10: Foster partnership initiatives with landlords to upgrade existing apartment complexes and convert to affordable apartments						Planning Division Town Manager	State
Strategy 11: Work in cooperation with community partners to promote enhanced public understanding of housing needs and promote creation of affordable housing						Planning Division	Community Partners
Strategy 12: Continue to support the work of the Metro North Regional Housing Services Office						Planning Division Town Manager	Town Meeting BOS

AHT = Affordable Housing Trust
 CPDC = Community Planning
 and Development Commission
 BOS = Board of Selectmen

Appendices

Housing Profile

Summary of Housing Needs & Demand

POPULATION & HOUSEHOLDS (Census)

- As of the 2010 US Census, the population of Reading is 24,747, an increase of 4.4% since 2000.
- In 2010, the largest age group of Reading's population was 35-54 year olds (35% of total population).
- Between 2000-2010, population change by age groups was:
 - 0-9 years old decreased by 4.8%
 - 10-19 years old increased by 6.6%
 - 20-24 years old increased by 26.9%
 - 25-34 years old decreased by 8.9%
 - 35-59 years old increased by 3.8%
 - 60-74 increased by 17.1%
 - 75+ increased by 12.6%
- As of the 2010 Census, 35.9% of Reading's 9,305 households (a household consists of all those occupying one housing unit), have children under 18 years old, and 26.3% have persons age 65+.
- The median age increased from 39.1 years old in 2000 to 41.6 years old in 2010.
- Racial make-up is predominantly white, with 93.5% of the population; 4.2% of the population is Asian; 1.5% of the population is Hispanic or Latino.
- 9% of Reading's total population and 37.2% of Reading's 65+ population reports having one or more disabilities.

HOUSEHOLD INCOME & COST OF HOUSING

- In 2015, Reading's median household income was \$107,654; a 39.7% increase from 1999, and significantly more than the Boston-Cambridge-Quincy Metro Area (\$98,500) or the state as a whole (\$68,563). (ACS)
- An estimated 26.3% of Reading households have incomes at or below 80% of AMI. (CHAS)
- 2.8% of Reading's population is below the poverty line (annual income below \$24,600 for a household of 4), much lower than Middlesex County (8.4%) and Massachusetts (11.6%). (ACS)
- The 2016 median price of single family homes in Reading was \$525,000. The 2016 median price of all homes, including condos, was \$479,600. After a dip in prices during the national recession in the mid-2000's, housing prices have been rising steadily since 2012 and are now the highest they have ever been. (Warren Group)
- Of the 7,405 of Reading households who own their homes, 29.4% are cost-burdened (spending over 30% of their income on housing), while 33.1% of Reading's renters cost-burdened. 71% of Reading's low-income households are cost-burdened. (CHAS)
- A recent survey of available rentals on Trulia.com shows a median rent in Reading of \$2,100. The Census reports a median gross rent in Reading of \$1,282.

HOUSING SUPPLY (Census & ACS)

- The 2011-2015 ACS reports that of Reading's 9,168 occupied housing units, 78.2% are owner occupied and 21.8% renter occupied.
- The number of owner-occupied units increased by 83 while the number of rental units increased by 534 between 2000 and 2010.
- The Town's housing stock remains primarily single-family at 74.8% of total housing units. 7.5% of units are in two to four family buildings, 7% of units in 5-19 unit buildings, and 10.6% of units in multi-family buildings with 20 or more units.

AFFORDABILITY (DHCD Sales Price Calculator, Trulia.com, CHAS)

- 8.78% (841 units) of Reading's total housing stock is counted as affordable on the State's Subsidized Housing Inventory (SHI), which falls short of the State's minimum affordability goal of 10%.
- A low-income 3-person household earning 80% of the Area Median Income (AMI) could roughly afford a home that costs \$262,000 or a monthly rent of \$1,760. There are 780 Reading households (8.4%) who earn 80%-100% AMI and Trulia.com (as of September 2017) shows that there are 2 homes (both small condos) for sale in Reading under \$300,000. There are 3 rental units at this rent.
- Reading's 2016 median sale price of \$525,000 requires an annual income of approximately \$140,918, over \$33,000 higher than Reading's median household income of \$107,654.
- Based on the median sale price, Reading's ownership affordability gap is \$125,000 for median income households, and \$263,000 for low income households. Based on current median rents, Reading rentals are out of reach for low-income households. In addition, there are not very many rentals available.

AFFORDABLE HOUSING STOCK (DHCD SHI & CHAS)

- There are 841 units listed on the SHI, 91 ownership and 750 rental units.
- Most (87) of the affordable ownership units were built through the Local Initiative Program (LIP) – 34 units, or through Chapter 40R permits as part of smart growth zoning districts – 53 units.
- Of the 750 rental units on the SHI, 325 are family units, 268 are age-restricted, 71 are supportive housing units for people with disabilities, and 86 are assisted living units.
- Only 109 of the family rental units are affordable to households earning 80% or less of the AMI; the rest are market-rate units.
- Approximately 2,445 households (26.3% of total households) are eligible for affordable housing, but there are only 570 housing units in Reading restricted for households at or below 80% of AMI.

The Bottom Line: Reading has grown since 2000, with increases in population, the number of households, and housing units. In particular, the growth of the 65+ population and is projected to continue. Reading's median income has risen significantly, but nearly 1/4 of the population is low-income, and 30% of households are housing cost-burdened. Much of Reading's housing stock is out of reach for lower income households. There is a need for more affordable housing,

Reading, MA Housing Profile

Income Limits (2017)

Published annually by Housing and Urban Development (HUD)

# Persons, AMI%	2017							
	1	2	3	4	5	6	7	8
30% Published	\$20,650	\$23,600	\$26,550	\$29,450	\$31,850	\$34,200	\$36,730	\$40,890
Very Low Income (50%)	\$36,200	\$41,400	\$46,550	\$51,700	\$55,850	\$60,000	\$64,150	\$68,250
Low Income (80%)	\$54,750	\$62,550	\$70,350	\$78,150	\$84,450	\$90,700	\$96,950	\$103,200
100% AMI	\$72,400	\$82,800	\$93,100	\$103,400	\$111,700	\$120,000	\$128,300	\$136,500

Sources :

2010 Federal Census (Census)

2011-2015 American Community Survey (ACS)

2010-2014 Comprehensive Housing Affordability Strategy (CHAS) Data

The Warren Group

Metropolitan Area Planning Council (MAPC) Demographic Profiles

Trulia, trulia.com

Key to Abbreviations:

AMI: Area Median Income set by the Federal Department of Housing and Urban Development

DHCD: MA Department of Housing and Community Development

SHI: MA Subsidized Housing Inventory

Interagency Policy

INTERAGENCY AGREEMENT

Regarding Housing Opportunities for Families with Children

This Interagency Agreement (this "Agreement") is entered into as of the 17th day of January, 2014 by and between the Commonwealth of Massachusetts, acting by and through its Department of Housing and Community Development ("DHCD"), the Massachusetts Housing Partnership Fund Board ("MHP"), the Massachusetts Housing Finance Agency (in its own right and in its capacity as Project Administrator designated by DHCD under the Guidelines for Housing Programs in Which Funding is Provided By Other Than a State Agency, "MassHousing"), the Massachusetts Development Finance Agency ("MassDevelopment") and the Community Economic Development Assistance Corporation ("CEDAC"). DHCD, MHP, MassHousing, MassDevelopment and CEDAC are each referred to herein as a "State Housing Agency" and collectively as the "State Housing Agencies".

Background

A. DHCD's 2013 Analysis of Impediments to Fair Housing Choice ("AI") includes action steps to improve housing opportunities for families, including families with children, the latter being a protected class pursuant to fair housing laws, including the federal Fair Housing Act, as amended (42 U.S.C. §§ 3601 *et seq.*) and Massachusetts General Laws Chapter 151B. In order to respond to development patterns in the Commonwealth that disparately impact and limit housing options for families with children, such steps include requiring a diversity of bedroom sizes in Affordable Production Developments that are not age-restricted and that are funded, assisted or approved by the State Housing Agencies to ensure that families with children are adequately served.

B. The State Housing Agencies have agreed to conduct their activities in accordance with the action steps set forth in the AI.

C. This Agreement sets forth certain agreements and commitments among the State Housing Agencies with respect to this effort.

Definitions

1) "Affordable" - For the purposes of this Agreement, the term "Affordable" shall mean that the development will have units that meet the eligibility requirements for inclusion on the Subsidized Housing Inventory ("SHI").

2) "Production Development" - For purposes of this Agreement "Production Development" is defined as new construction or adaptive reuse of a non-residential building and shall include rehabilitation projects if the property has been vacant for two (2) or more years or if the property has been condemned or made uninhabitable by fire or other casualty.



Agreements

NOW, THEREFORE, DHCD, MHP, MassHousing, MassDevelopment and CEDAC agree as follows:

Bedroom Mix Policy

1) Consistent with the AI, it is the intention of the State Housing Agencies that at least ten percent (10%) of the units in Affordable Production Developments funded, assisted or approved by a State Housing Agency shall have three (3) or more bedrooms except as provided herein. To the extent practicable, the three bedroom or larger units shall be distributed proportionately among affordable and market rate units.

2) The Bedroom Mix Policy shall be applied by the State Housing Agency that imposes the affordability restriction that complies with the requirements of the SHI.

3) The Bedroom Mix Policy shall not apply to Affordable Production Developments for age-restricted housing, assisted living, supportive housing for individuals, single room occupancy or other developments in which the policy is not appropriate for the intended residents. In addition, the Bedroom Mix Policy shall not apply to a Production Development where such units:

- (i) are in a location where there is insufficient market demand for such units , as determined in the reasonable discretion of the applicable State Housing Agency; or
- (ii) will render a development infeasible, as determined in the reasonable discretion of the applicable State Housing Agency.

4) Additionally, a State Housing Agency shall have the discretion to waive this policy (a) for small projects that have less than ten (10) units and (b) in limited instances when, in the applicable State Housing Agency's judgment, specific factors applicable to a project and considered in view of the regional need for family housing, make a waiver reasonable.

5) The Bedroom Mix Policy shall be applicable to all Production Developments provided a Subsidy as defined under 760 CMR 56.02 or otherwise subsidized, financed and/or overseen by a State Housing Agency under the M.G.L. Chapter 40B comprehensive permit rules for which a Chapter 40B Project Eligibility letter is issued on or after March 1, 2014. The policy shall be applicable to all other Affordable Production Developments funded, assisted, or approved by a State Housing Agency on or after May 1, 2014.



Capital Improvement Plan (CIP)

8/25/2022 15:22	FY-2021	FY-2022	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY23-33
Facilities - General/CORE	350,000	690,000	62,000	250,000	50,000	345,000	120,000	640,000	742,000	50,000	105,000	50,000	50,000	2,464,000
Facilities - School Buildings	50,000	-	15,000	163,000	91,000	100,000	40,000	-	87,000	872,000	920,001	-	-	2,288,001
Facilities - Town Buildings	15,000	-	15,000	76,000	-	-	-	-	18,000	-	-	-	-	109,000
Public Schools - General	215,000	365,000	110,000	140,000	110,000	187,000	135,000	675,000	135,000	135,000	160,000	160,000	160,000	2,107,000
Administrative Services	200,000	195,000	100,000	100,000	100,000	125,000	125,000	125,000	125,000	125,000	150,000	150,000	150,000	1,375,000
Finance	-	-	-	-	100,000	-	-	-	-	-	600,000	-	-	700,000
Public Library	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	110,000
Public Services	90,000	375,000	25,000	-	-	195,000	750,000	-	325,000	-	210,000	-	-	1,505,000
Public Safety - Fire/EMS	322,000	1,300,000	435,000	130,000	950,000	175,000	225,000	605,000	377,000	1,100,000	125,000	-	900,000	5,022,000
Public Safety - Police/Dispatch	-	110,000	100,000	-	-	50,000	25,000	-	175,000	-	50,000	500,000	30,000	930,000
Public Works - Equipment	437,500	505,000	584,000	1,260,000	-	960,000	735,000	461,000	544,000	-	656,000	610,000	312,000	6,422,000
Public Works - Parks & Cemetery	25,000	100,000	200,000	275,000	300,000	515,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	3,390,000
Public Works - Roads	600,000	850,000	1,125,000	625,000	1,225,000	650,000	725,000	800,000	875,000	900,000	950,000	950,000	950,000	9,775,000
TOTAL CAPITAL REQUESTS	2,304,500	4,500,000	2,781,000	3,029,000	2,936,000	3,312,000	3,190,000	3,616,000	3,713,000	3,492,000	4,236,001	2,730,000	2,862,000	35,897,001
Net Revenues (000s)		107,232	111,593	115,126	117,680	121,210	124,847	128,592	132,450	136,423	140,516	144,732	149,074	
less excluded debt		(2,792)	(2,733)	(2,686)	(1,280)	-	-	-	-	-	-	-	-	
Baseline for FINCOM Policy		104,440	108,860	112,440	116,400	121,210	124,847	128,592	132,450	136,423	140,516	144,732	149,074	
FINCOM policy: 5% debt + capital	5,002,983	5,222,000	5,443,000	5,622,000	5,820,000	6,060,520	6,242,336	6,429,606	6,622,494	6,821,169	7,025,804	7,236,578	7,453,675	70,777,180
- Net Included Debt	2,136,676	1,963,844	3,245,784	3,095,194	3,315,338	2,750,775	3,048,850	2,810,975	2,713,750	3,308,750	2,708,750	2,288,300	1,635,950	30,922,416
FINCOM Target Capital Funding	2,866,307	3,258,156	2,197,216	2,526,806	2,504,663	3,309,745	3,193,486	3,618,631	3,908,744	3,512,419	4,317,054	4,948,278	5,817,725	39,854,765
Original Funding Voted or Proposed	2,937,000	3,195,000	2,200,000	2,504,000	2,487,713	3,312,000	3,190,000	3,616,000	3,908,744	3,512,419	4,317,054	4,948,278	5,817,725	39,813,933
Additional temp funding		375,000	481,000	525,000	448,287									1,454,287
Emergency cuts	(880,000)													-
Additional Funding Sept TM		385,000												-
Additional Funding Nov TM	247,500	400,000	100,000											100,000
Additional Funding April TM		145,000												-
TOTAL CAPITAL REQUESTS	2,304,500	4,500,000	2,781,000	3,029,000	2,936,000	3,312,000	3,190,000	3,616,000	3,713,000	3,492,000	4,236,001	2,730,000	2,862,000	35,897,001
Capital & Debt Policy	4.44%	6.05%	5.54%	5.45%	5.37%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Annual Surplus (Deficit)		-	-	-	-	-	-	-	195,744	20,419	81,053	2,218,278	2,955,725	
Cumulative Surplus (Deficit)		-	-	-	-	-	-	-	195,744	216,163	297,216	2,515,494	5,471,219	
Capital Projects Identified but there is no proposed funding yet in the Capital Plan (shading/bold/crossout indicates a change from last Town Meeting)														
1. RMHS Ropes course	325,000	this is add-alternate part of the Turf 1 project, so it may be funded there												
2. RMHS Fldhouse floor/bleachers	1,700,000	this has been reported as a safety issue to the schools - added FY27 may be needed sooner												
3. Wood End field repairs	325,000	was removed until elementary school space was planned, it is now returned to the CIP in FY29												
4. Artificial Turf@Parker MS	2,000,000	estimate increased from old \$800k figure												
5. BM Master Plan up to \$10mil. in total														
-A. Support & General Circulation \$750k-\$1.2mil														
-A. Imagination Station Parking \$450-550k														
-A. Lacrosse Wall \$100-150k														
\$2.0mil now proposed as debt funding in FY25 for Phase A														
6. Killam Building project TBD Excluded Debt														
- Killam Field improvements, drainage, repaving (\$350k HOLD for Killam project)														
7. Community Center TBA Excluded Debt if >\$5mil														
8. DPW Bldg improvements (scope changed)														
9. Community projects (no formal capital requests yet)														
<i>Legend: xDebt has been approved by the voters as excluded from the Prop 2-1/2 levy; debtni has been authorized by Town Meeting but not yet issued; debtna has not yet been authorized by Town Meeting</i>														

Capital Improvement Plan (CIP)

8/25/2022 15:22	FY-2021	FY-2022	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY23-33	
Facilities - CORE	350,000	690,000	62,000	250,000	50,000	345,000	120,000	640,000	742,000	50,000	105,000	50,000	50,000	2,464,000	
Energy (Performance Contract) \$4.95mil debt	Debt	Debt	Debt	Debt	Debt									-	
Energy Improvements II OPM/Design	300,000													-	
Energy Improvements II \$5.0mil/15yr			Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	-	
Energy (Green Repairs) \$1.05mil debt	Debt	Debt												-	
Bldg Security - \$4.0mil debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt			-	
Bldg Sec. - window film (schools)		140,000												-	
Permanent Bld Committee	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	550,000	
RMHS Building project ~\$55mil debt	xDebt	xDebt	xDebt	xDebt										-	
RMHS Bldg proj - \$6 mil Litig. some debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt							-	
RMHS Retaining Wall - \$0.5mil debt	Debt													-	
RMHS Turf 2 - \$2.225 mil debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt				-	
RMHS Stadium OPM/Design		250,000												-	
RMHS Glycol Reclamation & Installation				200,000										200,000	
RMHS Stadium Turf/Track \$3 mil/10yr			Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	-	
RMHS/RISE playground design			12,000											-	new
RMHS/RISE playground improvements					140,000									-	new
RMHS Fldhouse floor/bleachers \$1.7 mil TBD debt (\$175K design; \$1.3mil project)														-	
Parker MS roof project OPM/design		250,000												-	
Parker MS Roofing project \$2.7mil/10yr			Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	-	
Parker MS Roofing project \$500/10yr				Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	-	
Coolidge MS roof project design									447,000					447,000	move out 5yrs+\$120k
Coolidge Alarm Panel							70,000							70,000	move out 5yrs+\$120k
Coolidge MS Roofing project \$3.7mil/10yr										Debtna	Debtna	Debtna	Debtna	-	move out 5yrs+\$800k
Modular Classrooms \$1.2m debt	Debt	Debt	Debt	Debt										-	
Killam Building project TBD xDebt														-	
Barrows/Wd End Bldg projects \$0.8mil debt	xDebt	xDebt	xDebt	xDebt										-	
Barrows/Wd End Bldg projects debt	Debt	Debt	Debt	Debt										-	
Birch Meadow ES roof project design									190,000					190,000	move out 5yrs+\$40k
Birch Meadow Roofing project \$1.9 mil/10yr										Debtna	Debtna	Debtna	Debtna	-	move out 5yrs+\$400k
Library Building project \$18.4 mil debt	xDebt	xDebt	xDebt	xDebt	xDebt									-	
Police Sta. project \$1.5mil/10yr			Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	Debt	-	
Town Hall Roofing project \$450k								450,000						450,000	move out 1yr
Main St. Fire Sta Roofing project \$225k	w/ surplus													-	
Community Center TBA xDebt if >\$5mil														-	
DPW Bldg project TBD														-	
Electrician Van Ford E350 Econoline (2014)						55,000								55,000	
Carpenter's Pickup Ford F-350 (2013)						55,000								55,000	
Carpenter's Cut-away Van (2017)								55,000						55,000	
Plumber's Cut-away Van (2017)										55,000				55,000	
Pickup Truck Chevy 2500HD (2016)								55,000						55,000	
Van E350 Econoline (2006)								55,000						55,000	
Bob Cat skid steer	w/ surplus													-	
Bobcat Skid - snowplow (2008)					45,000									45,000	
Bobcat Utility - snowplow (2013)								30,000						30,000	

Capital Improvement Plan (CIP)

8/25/2022 15:22	FY-2021	FY-2022	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY23-33		
Birch Meadow Master Plan														-		
Birch Meadow Master Plan Design		150,000												-		
Phase 1 \$2.0mil/10yr debt					Debtna	Debtna	Debtna	Debtna	Debtna	Debtna	Debtna	Debtna	Debtna	-	new	
Support & general Circulation \$750k-\$1.2mil														-		
Imagination Station Parking \$450-550k														-		
Lacrosse Wall \$100-150k														-		
Phase 2 \$3.25mil/10yr debt														-		
Pickleball Cts, Playground, Parking \$800k-\$1.0mil														-		
Basketball Courts \$500-650k														-		
Morton Field improvements \$600-950k														-		
Castine Field \$75-100k														-		
Higgins Farm Conserv Area \$100-150k														-		
Birch Meadow Drive Improvements \$250-400k														-		
Phase 3 \$6.0mil/10yr debt														-		
Softball/Multi purpose new turf field \$3.2-3.6mil														-		
Coolidge Field turf \$2.2-2.4 mil.														-		
Artificial Turf@Parker MS (replace) moved \$800k to TBD														-		
Barrows Tennis court repairs							125,000							125,000		
Barrows Basketball court repairs							100,000							100,000		
Barrows Replace backstop & repair infield							125,000							125,000		
Killam Field improve, drainage, repaving (\$350k) held for Killam project decision														-		
Wood End Field Repairs									325,000					325,000		
(*) below indicates \$950k in state bond bill details TBA (\$805k identified below)																
*Wash Pk:Replace backstop & shift field							150,000							150,000		
*Wash Pk:Walking Paths							100,000							100,000		
*Mem Pk: Replace Band Stand						50,000								50,000	move up 1yr	
*Mem Pk:Court resurface						20,000								20,000	move up 1yr	
*Symonds:Replace backstop							150,000							150,000	move up 1yr	
*Hunt Pk:Replace backstop						125,000								125,000	move up 1yr	
Sturges Pk:Tennis court repairs											75,000			75,000		
Sturges Pk:Basketball court repairs											85,000			85,000		
Sturges Pk:Backstop repairs											50,000			50,000		
Public Safety - Fire/EMS	322,000	1,300,000	435,000	130,000	950,000	175,000	225,000	605,000	377,000	1,100,000	125,000	-	900,000	5,022,000		
Ladder Trk #1 (2008: \$800k, next FY22) (15 years)		1,300,000												-		
Ladder Truck & Equipment		Grant Funded TBD													-	new
Pumper Eng #1 (2010-\$525k; next FY30)										1,100,000				1,100,000		
Pumper Eng #2 (2007-\$410k; next FY25)					950,000									950,000		
Pumper Eng #3 (2016 \$630k; next FY36)														-		
Pumper Eng #4 (2020 \$800k; next FY40)														-		
Ambulance #1 (2017- 10 yrs)								425,000						425,000		
Ambulance #2 (2010 - 10yrs) & equip			400,000										500,000	900,000	combined +\$5k	
Ambulance equipment								40,000					45,000	85,000		
Passenger Car#1 (2005 - 10yrs)				65,000										65,000		
Passenger Car#2 (2009 - 10yrs)				65,000										65,000		
Passenger Car#3 (2018 - 10yrs)									77,000					77,000		
Pickup Truck #1 (2019 - 12yrs)											85,000			85,000		
Pickup Truck #2 (2012 - 12yrs)						80,000								80,000		
Alarm Truck (1994 - 20yrs)														-		
ALS Defibrillator (2019 - 7yrs)	90,000					40,000							50,000	90,000		

Capital Improvement Plan (CIP)

8/25/2022 15:22	FY-2021	FY-2022	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY23-33	
BLS AEDs (2020-8yrs)						25,000							30,000	55,000	
Rescue Tool											40,000			40,000	
Breathing Apparatus (2017-12yrs)								20,000	300,000					320,000	
Breathing Air Compressor	62,000													-	
Breathing Air Bottles						30,000								30,000	
CPR Compression Device								20,000						20,000	
Thermal Imaging (2018 - 10yrs)								60,000						60,000	
Fire Hose			35,000					40,000						75,000	
Turnout Gear (2014 - 5yrs)	170,000						225,000						275,000	500,000	
Public Safety - Police/Dispatch	-	110,000	100,000	-	-	50,000	25,000	-	175,000	-	50,000	500,000	30,000	930,000	
Police Unmarked Vehicle						50,000					50,000			100,000	
Police equipment (tasers) (7 years)		110,000							175,000					175,000	new
Firearms Replacement (12 years)			100,000											100,000	
Vehicle Video Integration														-	
Radios (Police & Fire 2010 - 12yrs)												500,000		500,000	
AEDs							25,000						30,000	55,000	
Public Works - Equipment	437,500	505,000	584,000	1,260,000	-	960,000	735,000	461,000	544,000	-	656,000	610,000	312,000	6,122,000	
Large Trucks	-	-	-	480,000	-	665,000	215,000	290,000	465,000	-	300,000	320,000	312,000	3,047,000	
C-03 Dump Truck C3 (2016)												75,000		75,000	
C-04 Dump Truck C2 (2012)								70,000						70,000	
H-05 Small Dump Truck #7 (2012)						65,000								65,000	
H-06 Aerial Pickup Truck #14 (2017)														-	
H-07 Truck #10 (2018)									230,000					230,000	
H-08 Truck #9 - Sander (2017)													250,000	250,000	
H-09 Truck #8 - 10 wheeler (2016)												245,000		245,000	
H-10 Truck #22 - Sander (2015)											240,000			240,000	
H-11 Truck #4 - Sander (2014)									235,000					235,000	
H-12 Truck #16 - Sander (2011)								220,000						220,000	
H-14 Truck #3 - Sander (2010)							215,000							215,000	
H-15 Truck #5 (2008)						200,000								200,000	
H-16 Truck # 7 (2008)				240,000										240,000	
H-17 Truck # 11 (2008)				240,000										240,000	move up 2yrs
H-18 Truck #19 - Sander (2007)						200,000								200,000	
H-19 Truck #18 - Sander (2006)						200,000								200,000	move out 2yrs
P-03 Dump truck #24 Parks (2017)													62,000	62,000	
P-04 Dump truck #12 Parks (2015)											60,000			60,000	
Pick-ups/Cars/Vans	-	-	-	235,000	-	167,000	110,000	121,000	-	-	130,000	-	-	763,000	
C-02 Pickup Ford Utility #C1 (2014)												60,000		60,000	move out 1yr
C-06 Cem. #4 Ford Sedan (2006)							40,000							40,000	move up 4yrs
CAR 1 Ford Escape (2016)								60,000						60,000	
CAR 2 Car #3 Ford Escape HYBRID (2008)				55,000										55,000	battery-
E-01 Chevy Traverse (2019)														-	
F-02 Pickup Chevy #9 Parks (2011)				100,000										100,000	
H-01 Pickup #16 (2015)								62,000						62,000	
H-02 Pickup #18 (2006)						60,000								60,000	
H-03 Pickup #4 (2020)											70,000			70,000	
H-04 Pickup Ford Utility #11 (2014)						67,000								67,000	
M-02 Pickup #1 (2020)														-	
PFC-01 Ford Escape (2017)								59,000						59,000	
P-02 Pickup Ford #2 Parks (2015)							50,000							50,000	

Capital Improvement Plan (CIP)

8/25/2022 15:22	FY-2021	FY-2022	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY23-33	
Pickup for P/F/C Supervisor				80,000										80,000	
Backhoes/Loaders/Heavy Equipment	275,000	-	-	280,000	-	80,000	-	-	-	-	-	-	-	360,000	
C-07 Backhoe Loader (2020)														-	
H-20 Loader JD 624 (2020)														-	
H-21 Loader JD 624 (2017)														-	
Loader to replace Sicard				280,000										280,000	new
H-22 Backhoe JD 710L HWY (2020)	190,000													-	
H-23 Bobcat Loader (2015)														-	
P-05 Ventrac tractor (2020)	85,000													-	
P-06 Tractor JD4520 (Parks) (2012)						80,000								80,000	new
Specialty Equipment - Heavy Duty	-	460,000	395,000	225,000	-	-	180,000	50,000	-	-	111,000	-	-	961,000	
F-04 Bucket Truck #21 Forestry (2009)		275,000												-	
F-05 Chipper/Loader/Truck #23 (2008)			210,000											210,000	
H-24 Forklift (2016)														-	
H-25 Crawler Dozer (2003)														-	
H-26 Snow Primoth SW4S (2016)										111,000				111,000	move out 7yrs
H-27 Snow Trackless (2015)							180,000							180,000	move out 1yr
H-28 Snow Holder #1 c992 (2015)			185,000											185,000	move up 2yrs +\$5k
H-29 Snow Holder #2 c480 (2013)		185,000												-	
H-31 Leeboy Pavement Sprd (2014)														-	
H-32 Hamm Roller, Large (2014)														-	
H-33 Hamm Roller, Small (2016)								50,000						50,000	
H-34 Leeboy Roller, Small (1998)														-	
H-41 Screener (2018)														-	
Blower unit for Loader				225,000										225,000	new
W-23 Sicard HD Snowblower (1999)														-	500k new
Specialty Equipment - Light Duty	162,500	35,000	39,000	16,000	-	-	80,000	-	10,000	-	115,000	280,000	-	540,000	
C-14 SmithCo 48" Sweeper (2012)							30,000							30,000	
C-15 SKAG Leaf Vac (Cem) (2015)											25,000			25,000	
C-16 Carmate Trailer (2019)											20,000			20,000	
C-17 Big Tex Trailer (2013)									10,000					10,000	
F-06 Vemeer Chipper (2018)												225,000		225,000	new
F-08 Stump Grinder new (2021) (replace 20 yrs)	80,000													-	
F-09 Trailer Dump Trailer (2015)											50,000			50,000	
F-10 Truck Mount Sprayer 500gal (2015)											20,000			20,000	
H-35 Tack Machine for Paving (2004)														-	
H-36 Curb-builder for Paving (2010)														-	
H-37 HotBox for Paving (2020)	57,500													-	
H-38 Cement Mixer Tow Behind (2005)														-	
H-39 Mobile Compressor (1) (2019)	25,000													-	
H-40 Mobile Compressor (2) (2020)														-	
H-42 Trailer (2012)														-	
H-43 Trailer, Roller (1998)														-	
H-44 Eager beaver Trailer #2 (1996)		35,000												-	
P-11 Smithco SuperStar (2016)												30,000		30,000	
P-12 Smithco 60 Turf Sweeper (2016)							40,000							40,000	
P-13 Sweeper/Blower/Mower (1985)			15,000											15,000	
P-14 Leaf Vac SKAG (2016)												25,000		25,000	
P-15 Trailer (2016)							10,000							10,000	
P-16 Trailer (2013)				16,000										16,000	

Capital Improvement Plan (CIP)

8/25/2022 15:22	FY-2021	FY-2022	FY-2023	FY-2024	FY-2025	FY-2026	FY-2027	FY-2028	FY-2029	FY-2030	FY-2031	FY-2032	FY-2033	FY23-33	
P-17 Trailer (stump grinder)			24,000											24,000	
P-18 Trailer Enclosed (2007)														-	
Lawnmowers	-	10,000	150,000	24,000	-	48,000	150,000	-	69,000	-	-	10,000	-	451,000	
C-08 Mwr SKAG TT #2 (2017)									24,000					24,000	
C-09 Mwr (Cem.) SKAG 48" (2016)									12,500					12,500	
C-10 Mower SKAG 61" (2008)				24,000										24,000	
C-11 Mwr (Cem.) Scag 52" Stander (2021)												10,000		10,000	
C-12 Mwr SKAG 36" (2012)									12,500					12,500	
C-13 Mwr SKAG TT 61" #3 (2011)		10,000				24,000								24,000	
P-07 Mwr SKAG TT #5 (2017)						24,000								24,000	
P-08 Mwr SKAG									20,000					20,000	
P-09 Mwr (Pks) TORO 5910N (2014)							150,000							150,000	
P-10 Mower - TORO Gang (2007)			150,000											150,000	
DPW: Parks & Cemetery	25,000	100,000	200,000	275,000	300,000	515,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	3,390,000	
Gen'l Fence Replacement	25,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	550,000	
DPW Yard Improvements														-	
Strout Avenue Improvements														-	
School Site Improvements						215,000								215,000	
(parking lots, sidewalks, walkways)						B Meadow								-	
Field, Playground and Court Improvements				100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	
Rock Wall repairs - Memorial Park			100,000											100,000	
Rock Wall Repair Program				100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	
Rock Wall repairs - Laurel Hill														-	
Rock Wall repairs - Joshua Eaton														-	
Gen'l Parking Lot Improvements		50,000	50,000	25,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	525,000	
DPW: Roads														-	
Track Road Bridge #1														-	
Track Road Bridge #2				grant funded TBD											
Sidewalk/Curb/Ped. Safety	100,000	200,000	100,000	100,000	100,000	100,000	125,000	150,000	175,000	175,000	200,000	200,000	200,000	1,625,000	
Skim Coating & Crack Seal Patch	100,000	100,000	100,000	100,000	100,000	100,000	125,000	150,000	175,000	175,000	200,000	200,000	200,000	1,625,000	
West Street - Local shr (\$1.3mil)	Debt	Debt	Debt	Debt	Debt									-	
Lowell Street \$500k			500,000		600,000									1,100,000	
General Fund - various roads	400,000	550,000	425,000	425,000	425,000	450,000	475,000	500,000	525,000	550,000	550,000	550,000	550,000	5,425,000	
TOTAL GENL FUND VOTED - ROADS	600,000	850,000	1,125,000	625,000	1,225,000	650,000	725,000	800,000	875,000	900,000	950,000	950,000	950,000	9,775,000	
Grants - various roads	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	6,600,000	
TOTAL ROAD CAPITAL	1,200,000	1,450,000	1,725,000	1,225,000	1,825,000	1,250,000	1,325,000	1,400,000	1,475,000	1,500,000	1,550,000	1,550,000	1,550,000	16,375,000	
Biggest Changes in Capital since November 2021 Town Meeting								Concerns							
Coolidge & Birch Meadow roof projects (debt) moved out 5 years from FY24/25 to FY29/30								RMHS Fieldhouse bleachers/floor \$1.7mil funded FY27 - safety issue							
Coolidge MS roof increased to \$3.7mil from \$2.8mil															
Birch Meadow ES roof increased to \$1.9mil from \$1.5mil								Killam ES - any costs not Excluded debt should be identified very soon							
Birch Meadow Field project phase I (\$2mil) added as debt in FY25 (design work underway)								Debt projects planned for FY24 need public discussion							
RISE playground surface added FY23/24 (\$132k)								1. \$1 mil 'community sustainability'							
HVAC work (\$1.7mil) for Barrows & Wood End added back to plan								2. downtown improvements/Haven Street (\$7 mil identified; \$5mil in state bond bill)							
Barrows \$710k in FY28/FY29															
Wood End \$1.012mil in FY29/FY30															
Strout Avenue Improvements (\$100k in FY23) removed from plan															

Reading Climate Advisory Committee



Polystyrene Bylaw

August 14, 2022

CAC proposed bylaw to prohibit polystyrene food service items

Regulation

- Food establishments within the Town shall be prohibited from using or distributing disposable food service containers made from foam polystyrene or rigid polystyrene, or polystyrene cutlery or other polystyrene single-use disposable products. Polystyrene comes in two forms
- The rigid form is used for clear food containers, plates, bowls, beverage cups and lids, utensils, and straws.
- The foam form (including Styrofoam) is used for plates, insulated beverage cups and bowls, clamshell food containers, and trays.

This proposed bylaw does not limit

- Service items made of other materials including other plastics
- Polystyrene items offered for sale (usually in bulk)
- Prepackaged meat and produce trays, egg cartons, and other food or beverage products bought from or packaged by any supplier located out of the Town
- Foam polystyrene packaging peanuts
- Foam polystyrene freezer chests

What is the Problem?

Polystyrene is based on **styrene, a neurotoxin and probable carcinogen**. Polystyrene is the only plastic used in food packaging that is based on a carcinogen. Polystyrene resin usually contains a small percentage of residual styrene. Styrene leaching increases with temperature and with certain foods (alcohol, oils or fat).

Polystyrene items **harm wildlife**. The foam form in particular is often mistaken as food by both domesticated and wild animals.

Polystyrene is **not biodegradable**. It fragments through mechanical action and photodegradation in the presence of light; the process takes an estimated 200+ years to complete.

Polystyrene is **almost never recycled** due to its low value. The bulky foam form is not accepted in curbside recycling programs. The rigid form even when collected curbside is never recycled.

No Longer Acceptable

Polystyrene Products:



What is the alternative?

Paper/cardboard

Foil

Plant-based materials

Compostable containers

Other types of plastics
(#1,#2,#3,#4,#5, and #7)



Commonly recycled



Existing Bylaws

MassGreen.org lists Polystyrene Regulations in

47

Cities and Towns in Massachusetts

Abington, Amherst, Andover, Arlington, Athol, Brookline, Buckland, Cambridge, Chelmsford, Concord, Dennis, Eastham, Essex, Georgetown, Gloucester, Grafton, Great Barrington, Greenfield, Hamilton, Hanson, Ipswich, Lee, Lenox, Lexington, Manchester-by-the-Sea, Marblehead, Melrose, Nantucket, Natick, Newton, Northborough, Orleans, Pittsfield, Provincetown (polystyrene), Provincetown (plastic straws), Rockport, Saugus, Shrewsbury, Somerville, South Hadley, Stockbridge, Upton, Wayland, Wellfleet, Westfield, Westford, Williamstown, Winthrop

Def: Polystyrene

“Polystyrene” shall mean and includes:

- Blown polystyrene and expanded and extruded foams (sometimes called “Styrofoam,” a Dow Chemical Co. trademarked form of insulation) also referred to as expanded polystyrene (EPS), which is herein referenced in this bylaw as “Foam Polystyrene.” Foam Polystyrene is generally used to make opaque cups, bowls, plates, trays, clamshell containers, meat trays, and egg cartons; and
- Clear or solid polystyrene which is also known as “oriented,” which is herein referenced in this bylaw as “Rigid Polystyrene.” Rigid Polystyrene is generally used to make clear clamshell containers, and clear or colored cups, plates, straws, lids, and utensils.
- Polystyrene may be labeled with the recycling number “6” or “PS 6”.

Def: Food Establishment

“Food Establishments” shall mean any operations that store, prepare, package, serve, vend or otherwise provide food for human consumption, including, but not limited to, restaurants, mobile food vendors, caterers, residential kitchen operators, schools, farmers markets, public venues, and any establishment requiring a permit to operate in accordance with the State Food Code.

“Public Venues” shall mean operations including, but not limited to, meeting halls, churches, Town offices, the Senior Center, Recreation Department facilities, libraries, and public schools operating in Town.

Def: Food Service Container

“Disposable Food Service Containers” shall mean single-use disposable products used for serving, consuming or transporting food or beverages, including, but not limited to take-out foods or leftovers from partially consumed meals prepared by a restaurant or other food establishment. This includes, but is not limited to, plates, cups, bowls, trays, hinged or lidded containers, straws, cup lids, and cutlery. It shall also include single-use disposable packaging for uncooked foods prepared on the premises, as well as disposable catering trays.

Regulation

Food establishments within the Town shall be prohibited from using or distributing disposable food service containers made from foam polystyrene or rigid polystyrene, or polystyrene cutlery or other polystyrene single-use disposable products.

Enforcement

8.x1.2.5 “Director” shall mean the Health Director or the Health Director’s designee.

8.x1.4.1 The Director shall have the authority to administer and enforce this bylaw. In addition to any other means of enforcement, the provision of this bylaw and any regulations adopted pursuant thereto may be enforced by non-criminal disposition in accordance with the provisions of Section 1.8 of the Town’s General Bylaw and MGL Chapter 40 Section 21D.

8.x1.4.2 Food Establishments shall have fifteen (15) calendar days, after the date that a notice of violation is issued, to pay the penalty or request a hearing in writing to the Director. No more than one (1) penalty shall be imposed upon a Food Establishment within a fifteen (15) calendar-day period.

8.x1.4.3 In the event that compliance with this bylaw is not feasible for a Food Establishment because of either unavailability of suitable alternative containers or economic hardship, the Director may grant a waiver of not more than six (6) months upon application of the owner or owner’s representative. The Director may provide one (1) additional six-month waiver upon showing of continued infeasibility or hardship, as set forth above.

8.x1.4.4 The Director may promulgate rules and regulations to implement this bylaw.

Penalties: To penalty table in Bylaws Section 1.8 add,
First Offense: Warning; Second Offense: \$50; Additional Offenses: \$200

No Longer Acceptable

Polystyrene Products:



Alternatives

Paper Products



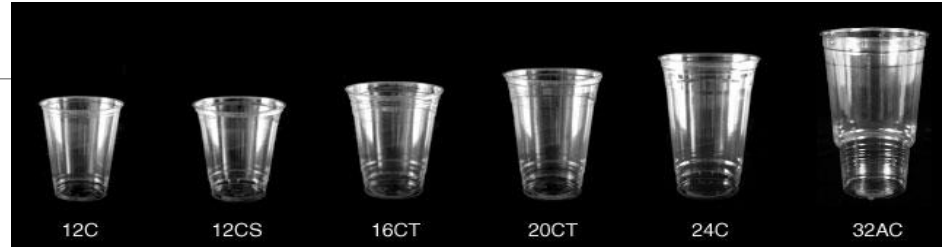
Foil Products



Alternative Plastics



PET / PETE
Polyethylene:



PP
Polypropylene:






Backup

Alternatives

Possible Alternatives to Polystyrene

- ❖ Paper
- ❖ Aluminum
- ❖ Compostable

- ❖ Polyethylene Plastics 
- ❖ Polypropylene Plastics 
- ❖ Miscellaneous Plastics 



Companies/Products:

- ❖ Amazon.com
- ❖ Be Green Packaging
- ❖ BioMass Packaging
- ❖ Cryovac
- ❖ Dart
- ❖ EcoProducts
- ❖ Hubert
- ❖ Fabri-Kal
- ❖ GreenWave
- ❖ Mr. Takeout Bags
- ❖ Packaging Specialties
- ❖ Pactiv
- ❖ TriMark United East
- ❖ US Eco Products
- ❖ Vegware
- ❖ WB Mason

Definitions

Styrene = An organic compound derived from benzene. It is associated with a number of health risks, including cancer.

Polystyrene = Plastic made of styrene. This can take many forms, from coffee lids and sushi boxes to EPS cups.

EPS = Expanded Polystyrene, a bulky, lightweight plastic in the form of a smooth, rigid foam. Widely used for everything from coffee cups to insulation.

XPS = Extruded Polystyrene is the bumpier rougher form of EPS, the kind that breaks off in chunks. Packing materials, e.g.

Styrofoam = A brand name for the XPS manufactured by Dow Chemicals. Informally, “Styrofoam” is widely used to refer to all EPS and XPS.

Polystyrene vs. Polypropylene

Polypropylene cutlery is perfect for use with foods that are not difficult to cut such as softer meals like pasta and are more bendable compared to polystyrene cutlery. Polypropylene plastic also has a shinier surface compared to polystyrene. Polystyrene cutlery features a denser design and is not as bendable as polypropylene cutlery, so they are more prone to breaking under heavy pressure. Their durable design makes them perfect for cutting through tough food items such as steak. This plastic is better suited for creating sharper edges on cutlery so they can cut through tough food items with ease.

Draft Bylaw Revisions

Revision	Date	Changes
Rev-	5/22/2022	Original.
RevA	8/3/2022	In section 8.x1.2.5 changed “DPW” to “Health” in two places. In section 8.x1.4.2 changed “Retail” to “Food” in two places. Correction.
RevB	8/13/2022	In section 8.x1.2.4 replace “not limit to” with “not limited to.” Correction. In section 8.x1.3.1 replace “using, distributing or selling” with “using or distributing.” In section 8.x1.3.2 delete the bullet items for packing peanuts and for freezer chests.
RevC	8/14/2022	In section 8.x1.2.4 replace “means” with “meals.” Correction.

Sect. 8.x1 REGULATION OF POLYSTYRENE & DISPOSABLE FOOD SERVICE CONTAINERS

8.x1.1 Purpose

The purpose of this bylaw is to eliminate the distribution of polystyrene containers and utensils by all food establishments in the Town.

- The use and disposal of polystyrene has significant effects on our Town and our environment.
- The Town has a duty to protect the health of its citizens and the natural environment.
- There are limited recycling options for polystyrene containers and other polystyrene products.
- Appropriate alternative products are readily available from vendors and are already in common use.

8.x1.2 Definitions

The following words shall, unless the context clearly requires otherwise, have the following meanings:

8.x1.2.1 “Polystyrene” shall mean and includes:

- Blown polystyrene and expanded and extruded foams (sometimes called “Styrofoam,” a Dow Chemical Co. trademarked form of insulation) also referred to as expanded polystyrene (EPS), which is herein referenced in this bylaw as “Foam Polystyrene.” Foam Polystyrene is generally used to make opaque cups, bowls, plates, trays, clamshell containers, meat trays, and egg cartons; and
- Clear or solid polystyrene which is also known as “oriented,” which is herein referenced in this bylaw as “Rigid Polystyrene.” Rigid Polystyrene is generally used to make clear clamshell containers, and clear or colored cups, plates, straws, lids, and utensils.
- Polystyrene may be labeled with the recycling number “6” or “PS 6”.

8.x1.2.2 “Food Establishments” shall mean any operations that store, prepare, package, serve, vend or otherwise provide food for human consumption, including, but not limited to, restaurants, mobile food vendors, caterers, residential kitchen operators, schools, farmers markets, public venues, and any establishment requiring a permit to operate in accordance with the State Food Code.

8.x1.2.3 “Public Venues” shall mean operations including, but not limited to, meeting halls, churches, Town offices, the Senior Center, Recreation Department facilities, libraries, and public schools operating in Town.

- 8.x1.2.4 “Disposable Food Service Containers” shall mean single-use disposable products used for serving, consuming or transporting food or beverages, including, but not limited to take-out foods or leftovers from partially consumed meals prepared by a restaurant or other food establishment. This includes, but is not limited to, plates, cups, bowls, trays, hinged or lidded containers, straws, cup lids, and cutlery. It shall also include single-use disposable packaging for uncooked foods prepared on the premises, as well as disposable catering trays.
- 8.x1.2.5 “Director” shall mean the Health Director or the Health Director’s designee.

8.x1.3 Regulation

- 8.x1.3.1 Food establishments within the Town shall be prohibited from using or distributing disposable food service containers made from foam polystyrene or rigid polystyrene, or polystyrene cutlery or other polystyrene single-use disposable products.
- 8.x1.3.2 The following are exempt and not subject to the provisions of this bylaw:
- Prepackaged meat and produce trays, egg cartons, and other food or beverage products bought from or packaged by any supplier located out of the Town.

8.x1.4 Administration and Enforcement

- 8.x1.4.1 The Director shall have the authority to administer and enforce this bylaw. In addition to any other means of enforcement, the provision of this bylaw and any regulations adopted pursuant thereto may be enforced by non-criminal disposition in accordance with the provisions of Section 1.8 of the Town’s General Bylaw and MGL Chapter 40 Section 21D.
- 8.x1.4.2 Food Establishments shall have fifteen (15) calendar days, after the date that a notice of violation is issued, to pay the penalty or request a hearing in writing to the Director. No more than one (1) penalty shall be imposed upon a Food Establishment within a fifteen (15) calendar-day period.
- 8.x1.4.3 In the event that compliance with this bylaw is not feasible for a Food Establishment because of either unavailability of suitable alternative containers or economic hardship, the Director may grant a waiver of not more than six (6) months upon application of the owner or owner’s representative. The Director may provide one (1) additional six-month waiver upon showing of continued infeasibility or hardship, as set forth above.

8.x1.4.4 The Director may promulgate rules and regulations to implement this bylaw.

And

Amend the Table set forth in Section 1.8 (Non-Criminal Civil Disposition of Certain Violations of the Bylaw and any Rule or Regulation of a Town Officer, Board or Department) by adding, after line 8.13, a new line as follows:

Section	Bylaw Title	Enforcing Person	Penalty – First Offense	Penalty – Second Offense	Penalty – Additional Offenses
8.x1	Regulation of Polystyrene & Disposable Food Service Containers	Director of Public Works	Warning	\$50	\$200



Town of Reading

Town Manager Goals

Fidel Maltez – Town Manager

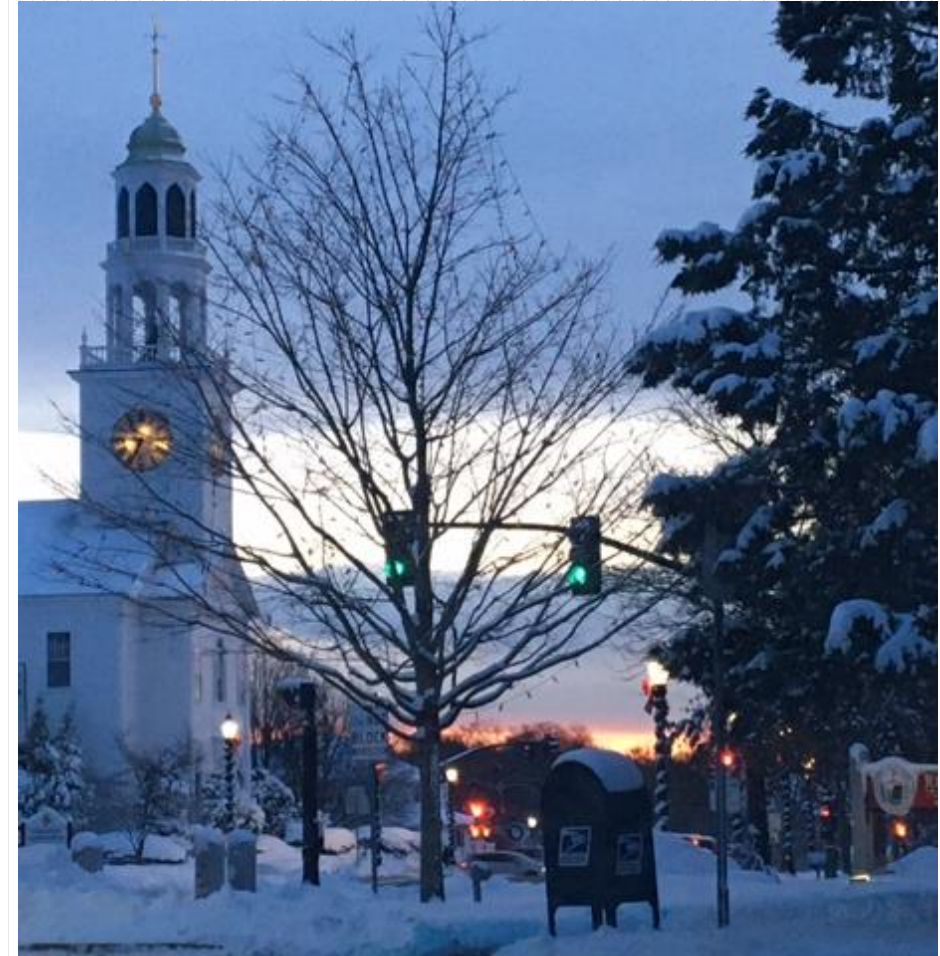
4/19/22





Goals

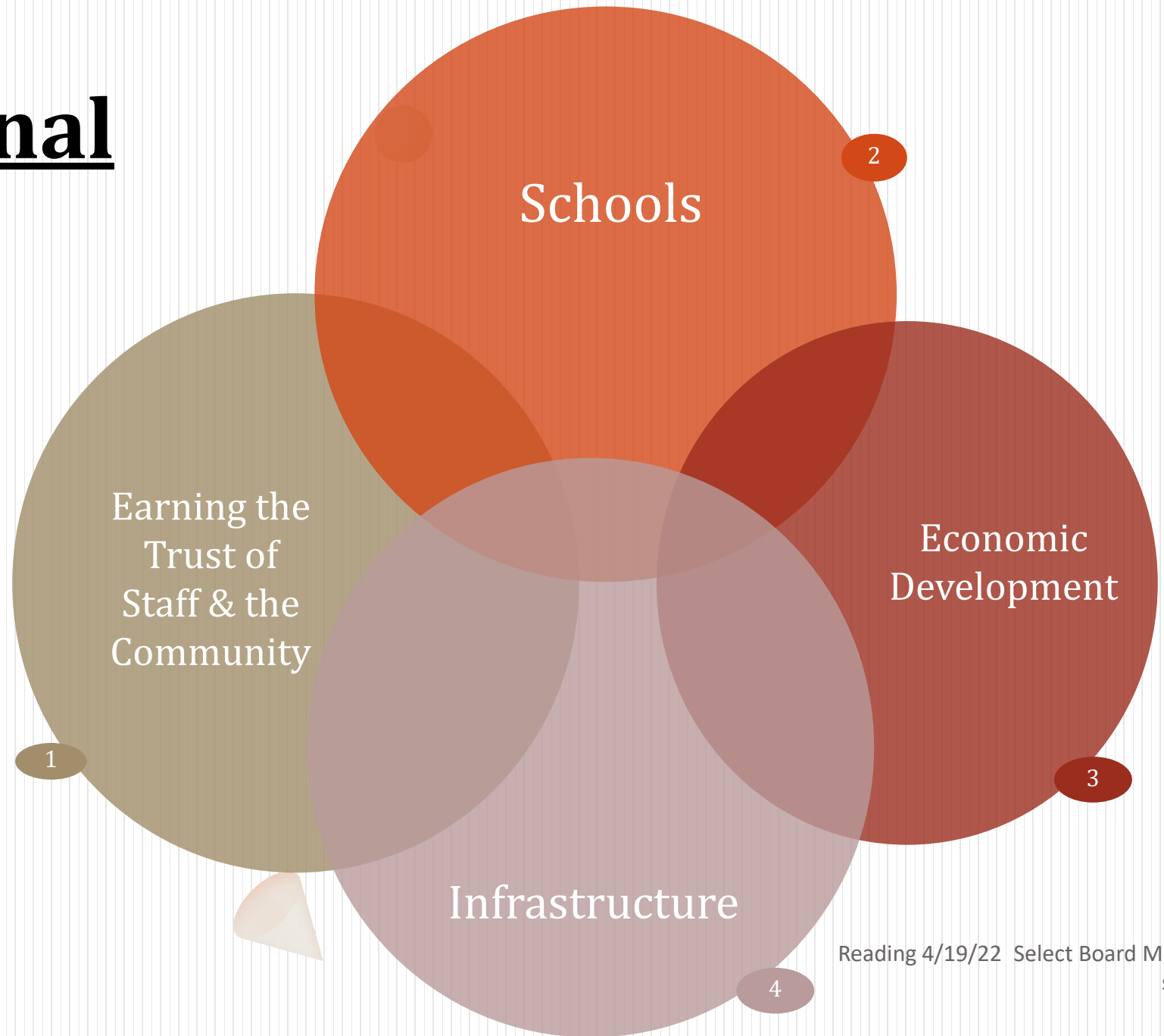
“There’s no telling what you can do when you get inspired by them. There’s no telling what you can do when you believe in them. And there’s no telling what will happen when you act upon them.” — Jim Rohn





Aspirational

1. Earning the Trust of Staff & the Community
2. Schools
3. Economic Development
4. Infrastructure





Earning the Trust of Staff & the Community

- **Build Strong Relationships with Community Partners** - Clergy, Jewish Community, Non-Profits/Volunteers, Business Community, RMLD
- **Enhance Communication/Transparency** – Coffee Hour Events, Newsletter, New Website, Social Media
- **Support Staff** - Open Door Policy, Establish a Vision, Listen, Celebrate Small Wins, Recognize the importance of Public Safety, Communicate with and Support Dr. Chatterjee
- **Continue Employee Attraction/Retention Efforts** - Finalize Personnel Policies, Complete Pay and Class Study, Identify What's Working/Not Working
- **Lead Responsiveness and Accountability** – Culture of Excellence in Delivering Public Services



Schools

- Support School Department Initiatives. Participate in Sporting Events, Celebrations, and Classrooms.
- Continue Excellent Relationship with Superintendent and other School Staff.
- Work Together to Complete MSBA Eligibility Period for Killam School.
- Collaborate on Developing a Sustainable and Balanced Plan to Achieve Free Full Day Kindergarten.



Economic Development

- Support the Downtown and the “Re-Imagine Reading” efforts – BID, Bistro Table Program, Downtown Parking, Downtown Lighting Demonstration project.
- Downtown (40R) Smart Growth Zoning District – Next Steps for “Your Downtown”
- Implementation of Local Rapid Recovery Planning (LRRP) – Next Steps
- Complete Public Engagement Process for Oakland Road and Symonds Way
- Encourage Managed Growth – Attracting Commercial/Industrial/Retail and Mixed-Use as outlined in the Economic Development Action Plan (EDAP) and Residential Development per the Housing Production Plan (HPP).
- Revisit Camp Curtis Guild – Options to Explore? Potential for RMLD Battery?
- Continue Planning Process for Eastern Gateway – Next Steps for “The Yard”
- Next phase of Downtown Cultural Initiatives – Art Box program, Porchfest, Art Walk



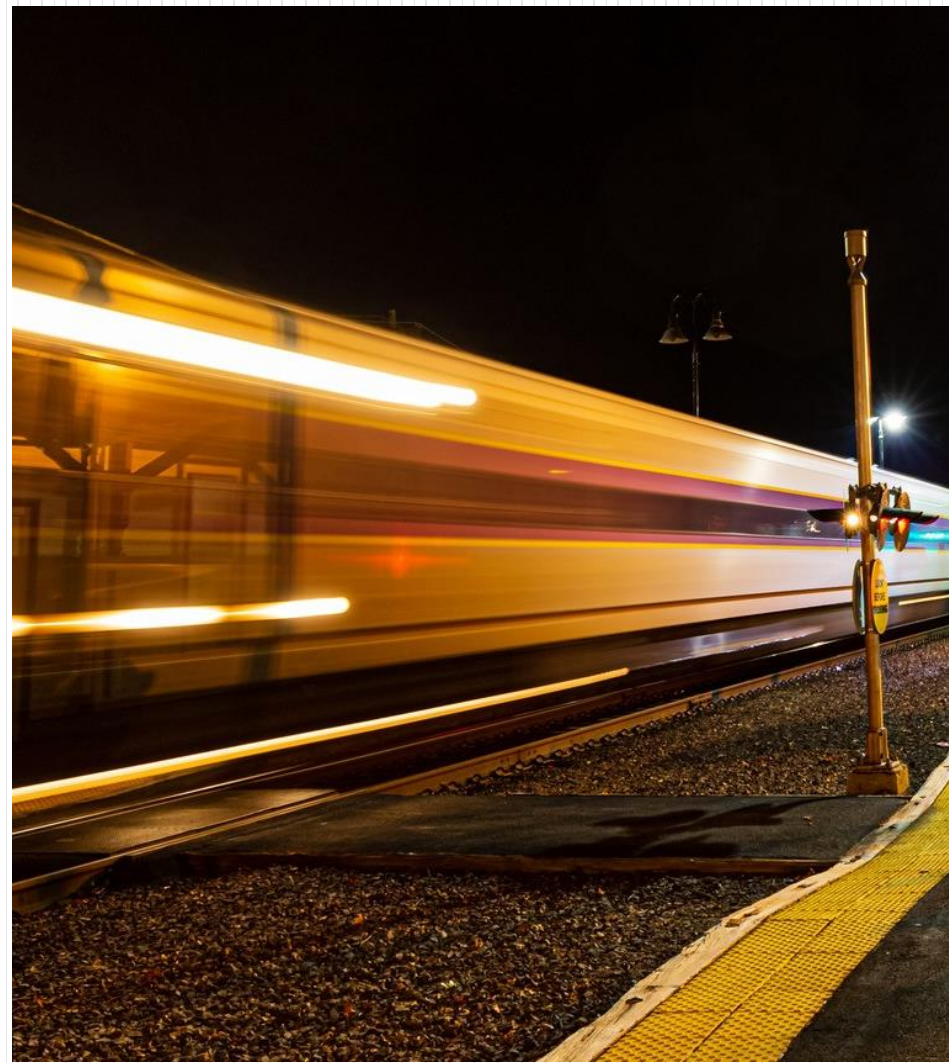
Infrastructure

- Complete the Auburn Water Tank and Pocket Park.
- Complete Downtown Utility Improvements.
- Execute Climate Law Initiatives - EV Chargers, Solar Panels in Municipal and School Buildings
- Increase Public Health Infrastructure; transition into Police Station
- Continue to Pursue State and Federal Grants.
- Hold Public Engagement Process for 10-year Capital Improvement Plan
- ReCalc – Advance Recommendations
- Birch Meadow Master Plan – Seek Funding For Improvements
- Support RAAC Process and Execute Decisions



Thank You!

**FIDEL MALTEZ
TOWN MANAGER**



Volunteer Applicants August 2022

Current Vacancies

<u>NAME</u>	<u>BOARD/COMMITTEE</u>	<u>Full</u>	<u>Associate</u>
Sally Hilgendorff	Board of Cemetery Trustees	0	4
William Hughes III	Town Forest Committee	0	1
Annemieke Rice	Cultural Council	0	4
Walter Talbot	Climate Advisory Committee	1	2



Town of Reading
16 Lowell Street
Reading MA 01867

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READING, MA
ML

2022 AUG -1 AM 10: 25

Town Clerk
781-942-9050

fax: 781-942-9070
website: www.readingma.gov

**Application for Appointment to
Boards, Committees and Commissions**

Name: Hilgendorff Sally Date: 27 July 2022
(Last) (First) (Middle)

Address: 43 Wakefield Street

Phone (Home): 781-944-1896 Phone (Work): _____

Phone (Cell): 339-927-6559 Which number should be listed? Home

Occupation: historian; editor; writer; garden designer Number of years in Reading: nearby 25

E-mail address: theredpencil@gmail.com

Place a number next to your preferred position(s) (up to four choices) with number 1 being your first priority. (Please attach a resume if available)

- | | |
|--|---|
| <input type="checkbox"/> Animal Control Appeals Committee | <input type="checkbox"/> Audit Committee |
| <input type="checkbox"/> Board of Assessors | <input checked="" type="checkbox"/> Board of Cemetery Trustees |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Board of Registrars |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Celebration Trust Committee |
| <input type="checkbox"/> Climate Advisory Committee | <input type="checkbox"/> Commissioners of Trust Funds |
| <input type="checkbox"/> Community Planning and Development Commission | <input type="checkbox"/> Conservation Commission |
| <input type="checkbox"/> Constables | <input type="checkbox"/> Council on Aging |
| <input type="checkbox"/> Cultural Council | <input type="checkbox"/> Custodian of Soldier and Sailor Graves |
| <input type="checkbox"/> Finance Committee | <input type="checkbox"/> Historic District Commission |
| <input type="checkbox"/> Historical Commission | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Human Relations Advisory Committee | <input type="checkbox"/> Permanent Building Committee |
| <input type="checkbox"/> RCTV Board of Directors | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Retirement Board | <input type="checkbox"/> RMLD Citizen Advisory Board |
| <input type="checkbox"/> Town Forest Committee | <input type="checkbox"/> Trails Committee |
| <input type="checkbox"/> Veterans Memorial Trust Fund Committee | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Other _____ | |

Please outline relevant experience for the position(s) sought:
Please see enclosed cover letter
and resume.

RECEIVED
TOWN CLERK
READING, MA.
2022 AUG -1 AM 10:25
/hc

Sally Hilgendorff
43 Wakefield Street
Reading, MA 01867
781-944-1896
theredpenedit@gmail.com

Ms. Laura Gemme
Town Clerk
Town of Reading
16 Lowell Street
Reading, MA 01867

Dear Ms. Gemme,

I hope this finds you to be well and enjoying this (extremely dry and warm) summer.

After a number of years tending to other responsibilities in my life which precluded my ability to volunteer, I again am hoping to be able to give some time to the town. Towards this end, I am writing to indicate my interest in serving as an Associate Member of the Board of Cemetery Trustees.

As you can see from my resume, I have held various positions on boards and committees within Reading. In addition, my work history and volunteer efforts for groups, academic organizations, and associations throughout the decades prove I am not reluctant to learn new skills, research, or to roll my sleeves up, both literally and figuratively, to pitch in on any level from team member to team leader.

Cemeteries have held an interest for me since I was a child in New Jersey, traveling with my family throughout the United States, to my undergraduate and graduate work, as a lot can be learned not only from understanding the evolution of how our ancestors have been memorialized in America but from how our country's religious beliefs, history, contemporary art, political movements, and regional and cultural differences are etched in stone for posterity.

In 2003, I presented a lecture for the Reading Antiquarian Society on New England Graveyards, and served on the RMHS Veterans' Wall Design Committee (2006-2007) with, among others, Pat Schettini, Frank Driscoll, and Lou Cimaglia.

As a historian, educator, and garden designer, I know how important it is to preserve our burial grounds, as places of memory, green spaces, and sanctuaries for contemplation. I would be most appreciative to be considered as a steward for the cemeteries of this town.

Thank you for your time. I look forward to hearing from you.

All the best,



SALLY HILGENDORFF

43 Wakefield Street, Reading, MA 01867 (781) 944-1896

smhilgendorff27@juno.com

B.A. History, 1990, Cedar Crest College; M.A. (American Military) History, 1993, Lehigh University.

Owner/Principal Designer, Gypsy Soul Garden Design, 2022- present; Self Employed, Editor/Consultant, 2013-present; Principal Historian, *Show Me History!*, (Reading, MA), 2007 – 2012; Self Employed, Historical Consultant, 1999 – 2006; *The Reading (MA) Advocate*: Contributing Columnist, “Spin Control,” 1999-2000; *USS Constitution* Museum (Boston, MA): Manager of Volunteer, Group & Interpretive Services, 1997-1998; Adjunct Instructor of History; Lehigh Carbon Community College, Schnecksville, PA, 1996; Bucks County Community College, Newtown, PA, 1996; Cedar Crest College, Allentown, PA, 1994-1996; Charles E. Smith Books, Inc. (Freehold, NJ): Researcher, 1995; Monmouth County Historical Association, (Freehold, NJ): Educator, Interpreter, and Cataloguer, 1994-1995; Adjunct Instructor of History, Northampton County Community College, Bethlehem, PA, 1993.

Teaching Fields: History of Vietnam/The Vietnam War; Independent Study Advisor; Survey of United States History I & II; Twentieth Century World History.

Current Research: My interests have focused on issues of how citizen-soldiers, genders, and races, are affected by military structures and within societies transformed by warfare. Professionally, I have been involved with endeavors to assist veterans (primarily of Vietnam) to understand and to cope with the aftermath of their participation in war.

Professional Organizations: Academy of American Poets, American Historical Association, Berkshire Conference of Women Historians, Organization of American Historians, Phi Alpha Theta, Popular Culture Association, Society for Military History.

Publications:

Newton- Matza, Mitchell. (Ed.), *Disasters and Tragic Events: An Encyclopedia of Catastrophes in American History*. (Santa Barbara, CA: ABC-CLIO, 2014), 6 entries.

Rodriguez, Junius P. (Ed.), *Slavery in the Modern World: A History of Political, Social, and Economic Oppression*. (Santa Barbara, CA: ABC-CLIO, 2011), 3 entries.

“American Women and the Korea War,” in Cook, Bernard. (Ed.), *Women and War: An Encyclopedia*. (Santa Barbara, CA: ABC-CLIO, 2006).

Resch, John S. (Ed.), *Americans at War: Society, Culture, and the Homefront*. (New York: Macmillan Reference USA, 2004), 3 entries.

Tucker, Spencer C., (Ed.), *The Encyclopedia of American Military History*. (New York: Facts on File, Inc., 2003), 7 entries.

“Do some homework on the candidates,” *The Stoneham Sun* (MA), 23 August 2000, Sec. 1, p.6.

“Historical movie themes teach valuable lessons,” *The Stoneham Sun* (MA), 19 July 2000, Sec.1, p.5.

“The Chameleon from Madagascar,” USS CONSTITUTION Chronicle for Kids I (Winter 1998): 6.

Editor:

Surging Forward: Massachusetts for Bill Bradley, Issues No. 1-7, (Reading, MA, January – March 2000).

Poetry:

“What If...” *In Other Words*, Cedar Crest College’s Literary Magazine, (Spring 2007), Vol. 1, No. 2, Allentown, PA: 16.

Papers:

‘An Acceptance of How Things Must Be’: Beatrix Potter: A Curator in the Crosshairs and at a Crossroads.” *Film & Science/The Center for Film & History 2008 Conference*, Chicago, Illinois, October 30 – November 2, 2008.

“‘Aroused and Angry...or Silently Watch the Dead.’: Walt Whitman's Transcendence from Militant Newspaper Man to Elegiac Caretaker of the Wounded.” *Popular Culture Association/American Culture Association Conference*, Boston, Massachusetts, April 4-7, 2007.

“Enlightened and Revolutionary: Thinkers of the Enlightenment,” Early Modern Europe course, Cedar Crest College, Allentown, PA, April 16, 1997.

“‘The Best Lesson of the Century:’ Walt Whitman and the Civil War,” The Adult School of the Chathams, Madison, and Florham Park, Madison, NJ, April 14, 1997.

“‘The Best Lesson of the Century:’ Walt Whitman and the Civil War,” Applewood Estates, Freehold, NJ, April 13, 1997.

“The Big Bang and the Center of the Universe: The United States Enters the Nuclear Age,” War in the Twentieth Century course, Cedar Crest College, Allentown, PA, April 11, 1997.

“Observations: On Memory and Memorials,” Kean College’s Vietnam War course final class, New Jersey Vietnam Veterans Memorial, Holmdel, NJ, August 7, 1996.

“Their Share of History: Women at Gettysburg,” Women’s History Month speaker, St. Michael’s, Limeport, PA, March 20, 1996.

“Searching for Victory: Lincoln and His ‘General’ Problem,” Newtown Historical Society Annual Dinner, Newtown, PA, February 19, 1996.

“‘The Best Lesson of the Century:’ Walt Whitman and the Civil War,” Civil War Round Table of Eastern PA, Whitehall, PA, February 6, 1996.

“The Battle of Gettysburg,” Civil War and Reconstruction course, Kean College, Union, NJ, November 9, 1995.

“The Battle of Gettysburg, the American Civil War, and Civil Rights,” Exchange Student Program - Tezukayama College, Japan at Cedar Crest College, Allentown, PA, August 9, 1995.

“An Introduction to Gettysburg and the Civil War,” Exchange Student Program - Tezukayama College, Japan at Cedar Crest College, Allentown, PA, August 11, 1993.

Volunteer and Community Service:

Parent Communication Liaison, The Allies, The Governor’s Academy (2018- 2019)

Member, The Allies, The Governor’s Academy (2015- 2019)

Kitchen Assistant, Pleasant Street Senior Center, Town of Reading, MA (2014- 2019)

Admissions Volunteer, *The Allies*, The Governor’s Academy, Byfield, MA (2015- 2019)

Baker, *Faculty and Staff Appreciation Luncheon*, The Governor’s Academy (2015- 2019)

Contributor, Wilkie PAC Kitchen, Concerts and Drama, The Governor’s Academy, Byfield, MA (2015- 2019)

Member, Reading Historical Commission, Reading, MA (2013 – 2016)

Citrus Representative, Treble Chorus of New England fundraiser, North Andover, MA (October 2011- 2015)

Treasurer, Reading Historical Commission, Reading, MA (2014 – 2015)

Secretary, Austin Parents’ Guild, Austin Preparatory School, Reading, MA (2014)

Baker, *Faculty and Staff Appreciation Luncheon*, Austin Preparatory School, Reading, MA (June 2014)

Member, Friends of Austin, Austin Preparatory School, Reading, MA (2013 – 2014)

Break Down Volunteer, *Austin Prep Craft and Bake Sale*, Austin Preparatory School, Reading, MA (September 2013)

Baker, *Austin Prep Craft and Bake Sale*, Austin Preparatory School, Reading, MA (September 2013)

Primary Baker, *Faculty and Staff Appreciation Luncheon*, Austin Preparatory School, Reading, MA (June 2013)

Baker, *Austin Prep Craft and Bake Sale*, Austin Preparatory School, Reading, MA (September 2012)

Parent Volunteer, *On Broadway*, Wilmington Dance Academy, Annual Recital, Reading, MA, (June 12, 2011)

Primary Dessert Baker, *Spring into the Arts Auction*, *Creative Arts*, Reading, MA (March 2010)

Primary Dessert Baker, Concessions, *Evita*, Wakefield Repertory Theatre, Wakefield, MA (March 2010)

Member, *Spring into the Arts Auction Committee*, *Creative Arts*, Reading, MA (January 2010 – March 2010)

Baker, Backstage & Ticket Volunteer, *Willy Wonka, Jr.*, Coolidge Middle School, Reading, MA (January 11-16, 2010)

Member, Performathon Committee, *Creative Arts*, Reading, MA (October 2009 – January 16, 2010)

Primary Dessert Baker, Concessions, *She Loves Me!*, Wakefield Repertory Theatre, Wakefield, MA (Oct 2009)

Member, Wakefield Repertory Theatre, Wakefield, MA (2009 – 2010)

Member, Board of Directors, *Creative Arts*, Reading, MA (June 2009 – July 2010)

Member, *Spring into the Arts Auction Committee*, *Creative Arts*, Reading, MA (January – March 2009)

Primary Dessert Baker, *Spring into the Arts Auction*, *Creative Arts*, Reading, MA (March 2009)

Area Chair, *Women in the Sciences. (Film & Science/The Center for Film & History) Conference*, Chicago, Illinois, October 30-November 2, 2008

Gedney, Seaman & Hilgendorff (Florham Park, NJ): Legal Secretary, 1986.
The Noe Pond Club (Chatham, NJ): General Office, Summer 1985.

(* Kelly Services, Bethlehem, PA ** Olsten Temporary Services, Syracuse, NY *** Integro Resources, Whippany, NJ)

Additional:

Student, Vocal Studio of Laura Serafino Harbert, Wilmington, MA, August 2011– 2013.

Student, Yoga East, Reading and Melrose, MA, 2010- 2011.

Member, Ensemble, *She Loves Me!*, Wakefield Repertory Theatre, Wakefield, MA, August – October 2009.

Student, Academy of Traditional Karate, Wilmington, MA, 2007.

Member, Junior Choir & Ensemble, Unitarian Universalist Church of Wakefield, Wakefield, MA, 2005- 2007.



Town of Reading
16 Lowell Street
Reading MA 01867

Town Clerk
781-942-9050

fax: 781-942-9070
website: www.readingma.gov

Application for Appointment to
Boards, Committees and Commissions

Name: Hughes III, William Joseph Date: July 15, 2022
(Last) (First) (Middle)

Address: 235 Pearl Street, Reading, MA 01867

Phone (Home): (781) 942-3636 Phone (Work):

Phone (Cell): (781) 944-2689 Which number should be listed? (781) 944-2689

Occupation: Human Resources Number of years in Reading: 40

E-mail address: william.hughes1@verizon.net

Place a number next to your preferred position(s) (up to four choices) with number 1 being your first priority. (Please attach a resume if available)

- Animal Control Appeals Committee
Board of Assessors
Board of Health
Bylaw Committee
Climate Advisory Committee
Community Planning and Development Commission
Constables
Cultural Council
Finance Committee
Historical Commission
Human Relations Advisory Committee
RCTV Board of Directors
Retirement Board
X Town Forest Committee
Veterans Memorial Trust Fund Committee
Audit Committee
Board of Cemetery Trustees
Board of Registrars
Celebration Trust Committee
Commissioners of Trust Funds
Conservation Commission
Council on Aging
Custodian of Soldier and Sailor Graves
Historic District Commission
Housing Authority
Permanent Building Committee
Recreation Committee
RMLD Citizen Advisory Board
Trails Committee
Zoning Board of Appeals

Other

Please outline relevant experience for the position(s) sought:

Please see attached addendum.

I am applying to become an Associate of the Town Forest Committee. The Reading Town Forest is a 92 year old treasure that is cherished by its residents and admired by the residents of the towns that surround Reading. It is a unique multi - use resource available for all including enjoying nature, bird watching, dog walking, bike riding, cross country skiing and Scouting. It is important that this resource is properly managed by promoting its existence and utilization while at the same time protecting it from impairment. Specifically, I view the mission of the Town Forest Committee as twofold. The first is to conserve Town Forest resources while concurrently providing access for its use and enjoyment in such a manner that the Reading Town Forest will be accessible to all citizens for future generations.

I have been a user, admirer, and steward of the Reading Town Forest for most of my life. As a dog owner, both my dog and I find it very enjoyable to have such open access which allows her to run and to interact / socialize with other dogs. I am familiar with most areas of the Town Forest and am easily able to navigate my way throughout the entire resource.

Scouting in the Town Forest was a big part of my youth. My Eagle Scout project as a member of Troop 702 was to organize and lead fellow Boy Scouts to harvest Poplar tress within a section of the Town Forest. The purpose of the project was to thin out Poplar trees in the area which were preventing the growth of newer and varied species of trees. My utilization and admiration of the Town Forest has been a life-long pursuit.

I have been an employee of the National Park Service for twenty years. My employment has provided me the opportunity to observe first-hand the various and sundry methods used to conserve the cultural and natural resources throughout the National Park system.

As a Human Resources professional, I provide Employee Relations and Labor Relations guidance to National Park Service Superintendents and managers throughout the country. I also represent the Government before third party arbiters ranging from Federal judges, mediators, and arbitrators. This experience would translate into me being able to interpret mandated regulations imposed upon the Town Forest Committee, and to aid in the preparation of grant and permit applications.

I recognize that each person views and uses the Town Forest in their own way. I hope to help support the continued beauty and availability of this great resource. Accordingly, I respectfully request that my application be strongly considered for the Associate member position on the Reading Town Forest Committee.

Respectfully submitted,

/s/ William J. Hughes III

LaVerde, Jacquelyn

From: William Sullivan
Sent: Tuesday, August 9, 2022 10:55 AM
To: Gemme, Laura
Cc: LaVerde, Jacquelyn
Subject: Town Forest Committee

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Laura - I understand that Bill Hughes has submitted an application to fill the vacant associate member position on the Town Forest Committee. Please pass on to the VASC that I highly recommend Bill for this position. Thank you.

Bill Sullivan
Chair, Town Forest Committee



Town of Reading
16 Lowell Street
Reading MA 01867

RECEIVED
TOWN CLERK
READING, MA.

M.C.

2022 JUL -7 AM 11:18
fax: 781-942-9070
website: www.readingma.gov

Town Clerk
781-942-9050

**Application for Appointment to
Boards, Committees and Commissions**

Name: Rice Annemieke Michelle Date: 7/1/2022
(Last) (First) (Middle)

Address: 38 Hopkins St, Reading, MA 01867

Phone (Home): _____ Phone (Work): _____

Phone (Cell): 732-330-8742 Which number should be listed? cell

Occupation: Customer success executive Number of years in Reading: 2

E-mail address: annemieke.rice@gmail.com

Place a number next to your preferred position(s) (up to four choices) with number 1 being your first priority. (Please attach a resume if available)

- | | |
|--|---|
| <input type="checkbox"/> Animal Control Appeals Committee | <input type="checkbox"/> Audit Committee |
| <input type="checkbox"/> Board of Assessors | <input type="checkbox"/> Board of Cemetery Trustees |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Board of Registrars |
| <input type="checkbox"/> Bylaw Committee | <input type="checkbox"/> Celebration Trust Committee |
| <input type="checkbox"/> Climate Advisory Committee | <input type="checkbox"/> Commissioners of Trust Funds |
| <input type="checkbox"/> Community Planning and Development Commission | <input type="checkbox"/> Conservation Commission |
| <input type="checkbox"/> Constables | <input type="checkbox"/> Council on Aging |
| <input checked="" type="checkbox"/> Cultural Council | <input type="checkbox"/> Custodian of Soldier and Sailor Graves |
| <input type="checkbox"/> Finance Committee | <input type="checkbox"/> Historic District Commission |
| <input type="checkbox"/> Historical Commission | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Human Relations Advisory Committee | <input type="checkbox"/> Permanent Building Committee |
| <input type="checkbox"/> RCTV Board of Directors | <input type="checkbox"/> Recreation Committee |
| <input type="checkbox"/> Retirement Board | <input type="checkbox"/> RMLD Citizen Advisory Board |
| <input type="checkbox"/> Town Forest Committee | <input type="checkbox"/> Trails Committee |
| <input type="checkbox"/> Veterans Memorial Trust Fund Committee | <input type="checkbox"/> Zoning Board of Appeals |

Other _____

Please outline relevant experience for the position(s) sought:

Current board member on The Philanthropy Connection, a women's collective giving organization. I'm very familiar with grantmaking processes, and have a passion for those that advance equity and inclusion. I also have a personal interest in various arts (e.g. music, performance) and am eager to get involved as a ^{new} community member in Reading.



Town of Reading
16 Lowell Street
Reading MA 01867

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READING, MA.
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2022 JUN 13 PM 4:44

Town Clerk
781-942-9050

fax: 781-942-9070
website: www.readingma.gov

**Application for Appointment to
Boards, Committees and Commissions**

Name: TALBOT WALTER WILLIAM Date: JUNE 10, 2022
(Last) (First) (Middle)

Address: 33 PASTURE ROAD READING MA 01867

Phone (Cell): 508-471-0951 Which number should be listed? CELL

Occupation: RETIRED (TECH SALES, EDUCATION) Number of years in Reading: 1 1/2

E-mail address: wwtalbot7@gmail.com

Place a number next to your preferred position(s) (up to four choices) with number 1 being your first priority. (Please attach a resume if available)

- Animal Control Appeals Committee
 - Board of Assessors
 - Board of Selectmen
 - Bylaw Committee
 - Climate Advisory Committee FULL MEMBER
 - Community Planning and Development Commission
 - Constables
 - Cultural Council
 - Planning Commission
 - Historical Commission
 - Human Relations Advisory Committee
 - RCTV Board of Directors
 - Retirement Board
 - Town Forest Committee
 - Veterans Memorial Trust Fund Committee
 - Audit Committee
 - Board of Cemetery Trustees
 - Board of Health
 - Celebration Trust Committee
 - Commissioners of Trust Funds
 - Conservation Commission
 - Council on Aging
 - Custodian of Soldier and Sailor Graves
 - Historic District Commission
 - Housing Authority
 - Permanent Building Committee
 - Recreation Committee
 - RMLD Citizen Advisory Board
 - Trails Committee
 - Zoning Board of Appeals
- Other _____

Please outline relevant experience for the position(s) sought:
CURRENTLY ASSOCIATE MEMBER OF CLIMATE ADVISORY COMMITTEE
B.S. ENVIRONMENTAL SCIENCE, B.S. MECHANICAL ENGINEERING, M.B.A.
33 YEARS TECHNICAL SALES AND MARKETING, 10 YEARS HIGH SCHOOL
TEACHER, 2 YEARS ASSOCIATE COLLEGE PROFESSOR
ABLE TO EXPLAIN TECHNICAL SUBJECT ON A LEVEL THAT IS NEITHER
ABROGANT OR CONDENSING