

**Reading Municipal Light Board of Commissioners**  
**Executive Session**  
**230 Ash Street**  
**Reading, MA 01867**  
**April 21, 2004**

**Start Time Executive Session: 8:55 p.m.**  
**End Time Executive Session: 9:30 p.m.**

**Attendees:**

**Commissioners: Pacino, Herlihy and Ensminger**  
**RMLD Staff: Mr. Cameron and Ms. Antonio**

**Minutes**

**January 28, 2004, February 18, 2004, March 10, 2004**

The Board deferred voting on the Executive Session meeting minutes due to the absence of Commissioner Soli. The Executive Session meeting minutes will be presented at the next meeting in which Executive Session will occur.

**Union Negotiations**

Mr. Cameron updated the Board by noting that the Clerical Technical (CT) negotiations were finalized a week ago. The disability and ICMA are the same.

Mr. Herlihy inquired if ICMA is an employee option?

Mr. Cameron replied yes. Mr. Cameron also described the change in the section pertaining to meals provided for the employees called in within four hours of a shift.

Ms. Antonio added this impacts the Line Meter Station (LMS) side more than the CT. Station Operators and Troublemens in the Line-Meter-Station bargaining unit in the Control Center. When a Station Operator calls in at the latter end of the four hours it is difficult to find an employee to come in. This result more often than not is that the Station Operator who is currently working stays on for the shift of the employee who is out and gets the dinner. Ms. Antonio noted that FMLA, worker's compensation as well as sick, vacation, personal and accrued comp time have been clarified.

Mr. Cameron pointed out on the CT side the clothing allowance has changed. CT used to receive Land's End clothing. Now the clothing allowance has been limited to Stockmen and Facilities with \$200 in clothing and \$150 in boots. The prior contract stated they received whatever management did. This contract has no weather clause. Mr. Cameron added the sick leave has been capped at ninety days for new hires. Mr. Cameron added the raises would be 3.0%, 3.25% and 3.5% respectively. Mr. Cameron noted the hours of work clause was not obtained. Mr. Cameron noted that work schedules can't be changed unless it is a mutual agreement between union and employer.

Mr. Herlihy inquired about two items, one being the health insurance and the second being the hours of work for the Customer Service group, 37.5 hours versus a 40 hour work week.

Mr. Cameron replied the RMLD health cost percentage is seventy percent paid the employer and thirty percent paid by RMLD employees. The Customer Service group works 37.5 hours. Mr. Cameron then went back to the Station employees. Now for single vacation days they need to provide three days notice. In the LMS contract the language for step increases has been cleaned up. Language in the contract surrounding shift differential for the Troubleman and Station Operator, which had not been changed since 1988, has been attended to. Mr. Cameron explained that they can bid on a shift but it is by seniority. Mr. Cameron noted there are three Troublemens. They work ten days on and four days off.

Ms. Antonio then spoke about another matter within the LMS unit in the Meter Department. Ms. Antonio noted that there was a Step 5 in the Senior Meter Technician position, which was given to an employee in the absence of a Meter manager in that Department. This employee has subsequently been given the position of Meter Supervisor. There were subsequent grievances filed by two employees of the Department seeking the Step 5 of the increase. In order to resolve the negotiations, the Department proposed that two Senior Meter Technicians be given a \$1,000 payout. The union will then withdraw the two grievances, the scheduled arbitration, and Step 5 of the Senior Meter Technician will be permanently eliminated. The union agreed. This gave the Department the opportunity to settle with LMS.

### **Union Negotiations**

Mr. Cameron commended Ms. Antonio on her efforts as this idea of the settlement was hers and saved the Department thousands in arbitration costs. Mr. Cameron added the LMS increases would be 3.0%, 4.0%, and 3.25%.

Mr. Herlihy inquired on another issue. Is the Department's drug testing in conformance with the law?

Mr. Cameron replied the Department has a policy on this and conforms to the DOT standard.

Mr. Cameron discussed [REDACTED] who was terminated because she could not perform the job due to her worker's compensation issue. This is stipulated in the LMS contract. However, the Department has received a settlement offer from the insurance company in the amount of \$25,000. Mr. Cameron pointed out the Board needs to make a motion because this needs to be forwarded to the Town of Reading, Selectmen.

Mr. Ensminger made a motion seconded by Mr. Herlihy that the RMLD Board of Commissioners approve the worker's compensation settlement in the amount of \$25,000 based on the recommendation of the General Manager and the Human Resources Manager.

**The vote carried 3:0:0.**

### **Motion to Adjourn**

At 9:30 p.m. Mr. Ensminger made a motion seconded by Mr. Herlihy to return to Regular Session for the sole purpose of adjournment.

**Motion carried 3:0:0.**

### **Mr. Pacino called for a poll of the vote:**

Mr. Herlihy, Aye; Mr. Pacino, Aye; Mr. Ensminger, Aye.

A true copy of the RMLD Board of Commissioners minutes as approved by  
a majority of the Commission.

Daniel A. Ensminger, Secretary  
RMLD Board of Commissioners