



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

November 2, 2017

City Council President Joseph P. Lopes, and
Honorable Members of the City Council
133 William Street
New Bedford, MA 02740

Dear Council President Lopes and Honorable Members of the City Council:

I am submitting for your approval an ORDER that the sum of **EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$875,000)** now standing to the credit of the account from Ordinary Revenue and Municipal Receipts be and the same is hereby transferred and appropriated to as follows:

**GENERAL GOVERNMENT UNCLASSIFIED
RESERVE FOR APPROPRIATION.....\$875,000**

To be certified and approved by the Department Head

This order funds the contract between the City of New Bedford and Local 851 - American Federation of State, County and Municipal Employees.

Sincerely,

Jonathan F. Mitchell
Mayor

JFM/smt

CITY CLERKS OFFICE
NEW BEDFORD, MA
2017 NOV - 2 A 9:08
CITY CLERK

**Tentative Agreement
between
City of New Bedford
and
AFSCME, Local 851**

1. Duration – 3 years – July 1, 2016 – June 30, 2019.

2. Wages

7/1/17 – 1.5% and 1% (2.5% total); eliminate pay grades 1 and 2 and step 1

1/1/18 – 1%

7/1/18 – 1.5%

See attached schedules A1-A3

Signing bonus in the amount of \$500.00 for each bargaining unit member on payroll upon date of ratification.

3. Delete Article I, Recognition

Delete Article I in its entirety and replace with the following:

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for the following classes of employees: All regular full and part-time employees of the City of New Bedford including those Professional Employees listed in Attachment D. The term “Professional Employee” as used herein, either in singular or plural form, shall have the same definition as said work or term is given under the provisions of Chapter 150E of Massachusetts General Laws, but excluding Uniformed Officers, Firefighters, Emergency Medical Technicians (EMT’s), emergency employees or temporary employees with less than thirty (30) weeks of service or twelve hundred (1200) hours in the aggregate, employees of the New Bedford School Department, persons employed under certain federally funded programs, such as (but not necessarily limited to) Community Development Program and such other programs or positions as may by law be excluded from the provisions of Article II of this contract, Department Heads, and other employees identified as belonging to Unit B or Unit C.

The term “part-time” employees include regular employees of the City who are employed on a regular part-time basis having a minimum of twenty (20) working hours per week.

4. Article II – Check-Off of Union Dues

Amend by deleting title and substituting it with the following:

“Article II – UNION FEES, DUES AND ASSESSMENTS”

Delete the first paragraph and replace it with the following:

“The City shall bi-weekly deduct the employee’s share of health insurance and life insurance premiums, union dues, agency fees, dental insurance and any fees or assessments from the earned wages of each employee in such amount as determined by the Union provided that no such deduction shall be made from any employee’s wages except when authorized by the employee on an appropriate form, a copy of which must have been submitted to the City. At least two (2) weeks’ notice of change in any of the above deductions shall be given to the City. When a month contains three pay periods, no deductions shall be taken for the third pay period.”

5. Article III – Grievance and Arbitration Procedure

Amend Step 3 by adding the following paragraph after paragraph one:

“The Union’s failure to meet any time limit or extension to a time limit set forth in this agreement shall render the grievance ineligible for further processing or non-arbitrable and the Employer’s response shall be final.”

6. Article IV, Seniority

Section 1 – no change.

Section 2 – amend as follows:

When, at any time, an opening for promotional advancement occurs within the department, the department shall post a notice for employees of said opening (with a copy to the steward) at least five (5) working days and the employees within that classification in the department, or division within the department shall be given the opportunity to bid with a copy of the list to the President within two (2) business days after bid closes.

Section 3 – former section 5 with no changes:

When an Appointing Authority makes a permanent or provisional appointment under Civil Service to fill a vacancy, the assignment of the newly appointed employee shall be made only after the vacancy has been posted for five (5) working days and the employees within that classification in the department, or division with the department, have been given the opportunity to bid by seniority. Nothing herein shall be construed

to limit the Department Head from making temporary or lateral transfers of employees within the classification. No lateral transfer of an employee on a permanent basis shall be permitted which serves to defeat the purpose of this provision.

Section 4 – (former section 3) amend as follows:

In all cases in which a vacancy exists in a department (except in positions where special training, experience or education is required), the principle of seniority shall govern where ability, dependability, work history and performance, education and training related to the vacant position and capacity (physical or otherwise) to perform the duties are adequate to meet such job requirements and are equal, provided they do not conflict with the requirements and best interest of the City; provided further that the length of time an employee has held a special license as an employee of the City shall be a factor in determining the capacity of an employee to perform the duties of Motor Equipment Operator or other position which requires such special license.

Section 5 (former section 4) – no change.

Section 6 – no change.

Section 7 – no change.

Section 8. For purposes of this Article, the terms “provisional employee”, “permanent employee”, “temporary employee”, “tenured employee”, and “emergency appointment” shall be defined according to their meaning under G.L. c. 31. It is also the intention of the parties that the provisions of this Article should read to conform to the requirements of M.G.L. c. 31.

Employees shall be selected for layoff in each job classification in each Department according to the following order:

1. Emergency appointments, at the discretion of the Appointing Authority;
2. Temporary employees with less than twelve (12) months of service in the department, at the discretion of the Appointing Authority;
3. Provisional employees with less than twelve (12) months of service in the department, at the discretion of the Appointing Authority;
4. Temporary employees with more than twelve (12) months of service in the department, in inverse order of length of service in the position;
5. Provisional employees with more than twelve (12) months of service in the department, in inverse order of length of service in the position;
6. Permanent employees in accordance with the provisions of M.G.L. c. 31.

An employee designated for layoff who is permanent in the job classification from which he/she is to be laid off may exercise the consent to be demoted pursuant to G.L. c. 31,

section 39. An employee who separates from service within the department due to layoff, and who has at least twelve (12) months of service in the department may exercise the following recall rights:

- a. If the employee is a permanent Civil Service employee, he/she shall have recall rights accorded by G.L. c. 31.
- b. Subject to the rights of permanent Civil Service employees, if the employee is a non-permanent Civil Service employee then he/she shall be notified by first class mail or email, of vacancies in his/her job classification in his/her department and prior to filling said vacancies with any other person, the department shall offer the position to qualified responding employees according to their length of service within the department.
- c. Only an employee who has notified his/her department in writing of his/her interest in recall prior to his/her layoff and who had included a mailing address or email address and any changes thereto shall be entitled to notice of vacancies. To be eligible for recall, an employee must respond affirmatively in writing to his/her department within seventeen (17) calendar days of the postmarked date of the notice, or fourteen (14) calendar days from date of email, whichever comes first. The above recall rights for non-permanent Civil Service employees shall run for two years from date of layoff.

7. Article VII – Union Representatives

Amend the third paragraph by adding “No more than two Union officers” and deleting “The above” so it reads as follows:

“No more than two Union officers shall be granted reasonable time off during working hours to investigate and settle grievances arising under the provisions of this Agreement.”

Amend the fourth paragraph, first sentence by adding “no more than two (2)” after attending and “per year” after bodies so it reads as follows:

“During the term of this Agreement, as many as four (4) employees who are union stewards or union officials or elected delegates shall be granted time off, without loss of pay, at any time for the purpose of attending no more than two (2) meetings of State or national bodies per year with which the union is affiliated. No more than two (2) employees from one (1) department may be permitted to attend such meetings. Employees may be granted leave without pay for no more than three (3) conventions or meetings per calendar year.”

Delete the last paragraph in its entirety.

8. Article XI – Sick Leave

Amend Section 11, paragraph A by adding “(for City of New Bedford employees who are members of Local 851 Unit A and Unit B)” to the first sentence so it reads as follows:

A. Establishment

A Sick Leave Bank (for City of New Bedford employees who are members of Local 851 Unit A and Unit B) shall be established for the purpose of making additional sick leave days available to employees who are not “Sick Leave Abusers”, i.e., have never received a warning for excessive absenteeism, have exhausted their entire sick leave accumulation through prolonged illness and who have serious illness or injury.

9. Article XXVIII - Miscellaneous

Insert the following two paragraphs at the end of Article XXVIII:

“The parties agree that Global Position System (GPS) may be activated in City vehicles assigned to employees. Prior to the GPS being activated in a department the City will notify the Union as to the date of activation. The ability to view the location of City vehicles through the Global Positioning System will be available only to City Employees performing their ordinary job functions for the City. The ability to view the location of City vehicles through the Global Positioning System will be limited to offices of the departments to whom said vehicles are assigned and the Union will be notified of the location where the City vehicles may be viewed within the department. The City will not impose discipline against any members of the Union based solely upon information obtained from the Global Positioning System. Notwithstanding the previous sentence, information obtained from the Global Positioning System may result in the dispatch of a field inspector and, if deemed appropriate, discipline may result from information obtained from said inspection.”

“Employees may be temporarily assigned to light duty in accordance with Attachment B.” (attached).

10. Article XXIX – Protection

Delete the fourth and last paragraphs.

11. Amend Article XXX, Joint Labor Management Committee as follows:

Section 1. In order to provide a means for continuing communications between the parties and for promoting a climate of constructive employee relations, a City-wide Labor-Management Committee shall be established which shall consist of no more than

three (3) representatives designated by the Employer and no more than three (3) representatives designated by the Union. Either side may invite additional members to attend meetings based on the topic of the meeting.

Section 2. The Committee shall meet within thirty (30) calendar days from ratification of this agreement and regularly thereafter. Such meetings shall not be for the purpose of discussing pending grievances. The topics discussed shall relate to the general application of this Agreement and to other matters of mutual concern, including improvement of employer/employee relations, health and safety, improvement of productivity, departmental training, trade and other allowances and clothing requirements.

Section 3. The Committee shall report their finding to the Mayor or his designee and to the Union for impact bargaining when necessary.

12. Residency – Amend Article XXXI as follows:

Section 1. Every person first employed by the City of New Bedford in the bargaining unit, regardless of status, on or after September 1, 1978 shall be a resident of the City of New Bedford. An employee subject to this residency policy who has completed three (3) full years (36 months) of full or equivalent part-time service with the City of New Bedford may reside in the following towns: Dartmouth, Fairhaven, Acushnet, Freetown, Westport, Lakeville, Rochester and Mattapoisett.

Section 2.

Notwithstanding the previous section, every person hired by the City, into the bargaining unit, on or after the signing of this agreement (DATE OF SIGNING TO BE INSERTED INTO CONTRACT) shall remain a resident of New Bedford as a condition of continued employment.

13. Delete all references to paramedic conditions of employment as a result of their transfer to a separate bargaining unit.

14. During the 2019 Fiscal Year, the City will conduct a study to evaluate the wage range for each AFSCME position and to evaluate the AFSCME wage schedule.

ATTACHMENT A-1

AFSCME SALARY SCHEDULE (1.5% + 1% = 2.5%)

JULY 1, 2017

STEPS

GRADE	1	2	3	4	5	6
3	\$13.57	\$14.34	\$15.12	\$15.93	\$16.71	\$17.86
4	\$13.85	\$14.67	\$15.52	\$16.33	\$17.16	\$18.33
5	\$14.18	\$15.07	\$15.93	\$16.84	\$17.68	\$18.95
6	\$14.63	\$15.55	\$16.45	\$17.36	\$18.31	\$19.60
7	\$15.08	\$16.09	\$17.06	\$18.04	\$19.04	\$20.41
8	\$15.64	\$16.68	\$17.73	\$18.79	\$19.82	\$21.31
9	\$16.29	\$17.38	\$18.54	\$19.64	\$20.77	\$22.35
10	\$16.99	\$18.21	\$19.44	\$20.64	\$21.89	\$23.58
11	\$17.80	\$19.14	\$20.45	\$21.79	\$23.10	\$24.91
12	\$18.76	\$20.19	\$21.63	\$23.08	\$24.53	\$26.51

ATTACHMENT A-2

AFSCME SALARY SCHEDULE (1.0%)

JANUARY 1, 2018

STEPS

GRADE	1	2	3	4	5	6
3	\$13.71	\$14.48	\$15.27	\$16.09	\$16.88	\$18.04
4	\$13.99	\$14.82	\$15.68	\$16.49	\$17.33	\$18.51
5	\$14.32	\$15.22	\$16.09	\$17.01	\$17.86	\$19.14
6	\$14.78	\$15.71	\$16.61	\$17.53	\$18.49	\$19.80
7	\$15.23	\$16.25	\$17.23	\$18.22	\$19.23	\$20.61
8	\$15.80	\$16.85	\$17.91	\$18.98	\$20.02	\$21.52
9	\$16.45	\$17.55	\$18.73	\$19.84	\$20.98	\$22.57
10	\$17.16	\$18.39	\$19.63	\$20.85	\$22.11	\$23.82
11	\$17.98	\$19.33	\$20.65	\$22.01	\$23.33	\$25.16
12	\$18.95	\$20.39	\$21.85	\$23.31	\$24.78	\$26.78

ATTACHMENT A-3

AFSCME SALARY SCHEDULE (1.5%)

JULY 1, 2018

STEPS

GRADE	1	2	3	4	5	6
3	\$13.92	\$14.70	\$15.50	\$16.33	\$17.13	\$18.31
4	\$14.20	\$15.04	\$15.92	\$16.74	\$17.59	\$18.79
5	\$14.53	\$15.45	\$16.33	\$17.27	\$18.13	\$19.43
6	\$15.00	\$15.95	\$16.86	\$17.79	\$18.77	\$20.10
7	\$15.46	\$16.49	\$17.49	\$18.49	\$19.52	\$20.92
8	\$16.04	\$17.10	\$18.18	\$19.26	\$20.32	\$21.84
9	\$16.70	\$17.81	\$19.01	\$20.14	\$21.29	\$22.91
10	\$17.42	\$18.67	\$19.92	\$21.16	\$22.44	\$24.18
11	\$18.25	\$19.62	\$20.96	\$22.34	\$23.68	\$25.54
12	\$19.23	\$20.70	\$22.18	\$23.66	\$25.15	\$27.18

ATTACHMENT B

TEMPORARY LIGHT DUTY

I. PURPOSE

It is the purpose of this policy to establish the authority for temporary light-duty assignments and procedures for granting temporary light duty to eligible employees.

II. POLICY

Temporary light-duty assignments, when available, are for employees who, because of injury or illness, are temporarily unable to perform their regular assignments. Therefore, it is the policy of the City of New Bedford that eligible personnel be given a reasonable opportunity to work in temporary light-duty assignments where available and consistent with this policy. This policy in no way affects the privileges of employees under the Family and Medical Leave Act or the American with Disabilities Act or other federal or state law.

III. DEFINITIONS

Eligible Personnel: For purposes of this policy, any full-time employee of the City suffering from medically certified illness or injury requiring treatment of a licensed health-care provider and who, because of injury or illness is temporarily unable to perform his/her regular assignment but is capable of performing alternative assignments is eligible for light duty in his/her department.

IV. PROCEDURES

A. GENERAL PROVISIONS

1. Light duty assignments are granted at the discretion of the of the department head after consultation with the Personnel Director. Employees on work related illness or injury shall be given preference for light duty assignments.
2. Decisions on temporary light-duty assignments shall be made based upon the availability of an appropriate assignment given the employee's knowledge, skills and abilities; availability of light-duty assignments; and the physical limitations imposed on the employee that includes an assessment of the nature and probable duration of the illness or injury, prognosis for recovery, nature of work restrictions and familiarity with the light-duty assignment and the fact that the employee can physically assume the duties involved as certified by a physician designated by the City at no cost to the employee.
3. Department heads shall notify the Personnel Department and the Union when a decision is made to assign light duty to an employee.

4. Assignment to temporary light duty shall not affect an employee's pay classification, pay increases, promotions, retirement benefits or other employee benefits.
5. No existing position shall be designated or utilized exclusively for personnel on temporary light duty.
6. Light duty assignments are strictly temporary and normally should not exceed six months in duration. After six months, employees on temporary light duty who are not capable of returning to their original duty assignment may request an extension of temporary light duty, with supporting documentation, to the department head.
7. Light-duty assignments shall not be made for disciplinary purposes.
8. Employees may not refuse temporary light-duty assignments that are supported by and consistent with the recommendations of a physician or certified health-care provider appointed by the City.

Details of New 3-year Contract Between City of New Bedford and AFSCME Local 851

The City of New Bedford and the American Federation of State, County and Municipal Employees (AFSCME) Local 851, Council 93 have reached a new 3-year labor agreement. AFSCME Local 851 members ratified the agreement on Thursday, October 26, 2017 (104-35).

The City of New Bedford employs nearly 326 AFSCME union employees, who serve the public in a variety of roles including as clerks, custodians, carpenters, electricians, maintenance workers, mechanics, inspectors, pipefitters, zoo keepers, 911 dispatchers, among other positions.

- Highlights of the contract include:
 - Term: The agreement covers the period July 1, 2016 – June 30, 2019.
 - Residency: Employees hired by the City after the date of the agreement shall remain a New Bedford resident for the entire tenure of their employment.
 - Wage/Position Study: The City will conduct a study to evaluate the wage range and schedule for every AFSCME position. This type of study has never been done for New Bedford's AFSCME positions and will help to inform the City's efforts to attract and retain qualified employees to fill those positions. In addition, in furtherance of Mayor's goal of providing the City's lowest paid employees a living wage, two grades and one step have been eliminated from the bottom of the pay scale. (By July 2018, the lowest paid AFSCME position will earn \$13.92 an hour.)
 - GPS Technology: Use of Global Position System(GPS) technology in City vehicles. Use of this technology will assist in the deployment and coordination of City personnel and equipment.
 - Temporary Light Duty: Employees who are injured or ill and temporarily unable to perform regular assignments will be given an opportunity to work in a temporary light-duty assignment when available.
 - Improved employer/employee relations: Establishment of a Joint Labor Management Committee to improve communications between management and labor, encourage discussion of health and safety improvements, training, and employee productivity among other matters.
- No wage increases were granted for the first year of the contract (July 1, 2016-June 30, 2017). AFSCME employees will receive wage increases of 1.5% and 1% on July 1, 2017; 1% on January 1, 2018; 1.5% on July 1, 2018. AFSCME employees will also receive a \$500.00 signing bonus.
- AFSCME had been working without a settled contract since the prior agreement expired on June 30, 2016. In March of 2017, the City and AFSCME reached an agreement which was ratified by the union membership but the City Council declined to fund the agreement.



CITY OF NEW BEDFORD

CITY COUNCIL

November 9, 2017

ORDERED: That the sum of **EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$875,000)** now standing to the credit of the account from Ordinary Revenue and Municipal Receipts be and the same is hereby transferred and appropriated to as follows:

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