



CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

July 11, 2019

City Council President Linda M. Morad and
Honorable Members of the City Council
133 William Street
New Bedford, MA 02740

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

I am submitting for your approval an ORDER that the sum of **ONE HUNDRED FIFTY-THREE THOUAND FOUR HUNDRED AND FORTY-THREE DOLLARS (\$153,443)** 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:

EMS SALARIES AND WAGES.....\$88,807
EMS SUPPLIES AND MATERIALS.....\$10,300
EMS CAPITAL OUTLAY.....\$50,000
GENERAL GOVERNMENT UNCLASSIFIED
CHARGES AND SERVICES.....\$4,336

To be certified and approved by the Department Head

This order funds the contract between the City of New Bedford and AFSCME Local 851, Council 93, Unit B. Included in this appropriation are compensation and uniform allowance increases which are required by the contract, as well as funding for a paramedic vehicle which will allow the department to implement the new basic response model.

Sincerely,

Jon Mitchell
Mayor

CITY CLERKS OFFICE
NEW BEDFORD, MA
2019 JUL 11 P 2:52
CITY CLERK



CITY OF NEW BEDFORD

CITY COUNCIL

July 18, 2019

ORDERED, that the sum of **ONE HUNDRED FIFTY-THREE THOUAND FOUR HUNDRED AND FORTY-THREE DOLLARS (\$153,443)** 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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**Memorandum of Agreement
Between the
City of New Bedford
And
American Federation of State, County and Municipal Employees
AFL-CIO
State Council 93
Local 851
Unit B**

This Agreement between the City of New Bedford, hereinafter referred to as the “City”, and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 851, Unit B, hereinafter referred to as the “Union”, collectively referred to as the “Parties”. The Parties agree that their 7/01/2016 - 6/30/2019 collective bargaining agreement (CBA) shall remain in effect with the following changes:

1. Article XXX , Term and Effect of Agreement

Amend term to begin July 1, 2018 and ending June 30, 2021

2. Article XIV, Classification and Compensation Plan

Amend pay schedule as follows:

Delete Steps 1 through 3 for all grades, retaining steps 4 through 7 on the schedule, upon implementation of this agreement.

July 1, 2019 – 1%

July 1, 2020 – 1%

Effective July 1, 2019, employees serving in full-time Paramedic positions, who have held a full-time position in the New Bedford Emergency Medical Services Department, for not less than four (4) consecutive years (including time served as a full-time Basic EMT), as of July 1, shall receive an annual retention stipend in the amount of \$2,000, to be paid on the first pay period during the month of August.

Effective July 1, 2019, employees serving in full-time Basic positions, who have held a full-time position in the New Bedford Emergency Medical Services Department for not less than four (4) consecutive years, as of July 1, shall receive an annual retention stipend in the amount of \$1,000, to be paid during the month of August.

3. Article II, Check-Off Union Dues

Strike Article II in its entirety and insert the following in place thereof:

ARTICLE II

UNION FEES, DUES AND ASSESSMENTS

The City shall bi-weekly deduct the employee's share of health insurance and life insurance premiums, union dues, and/or voluntary 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.

The Employer further agrees to electronically remit, on the Friday following the pay date, the aggregate amount of such deductions made during the preceding week to the Treasurer of the Union along with a list of those employees from whom said dues have been deducted.

The Union agrees to indemnify and hold harmless the Employer from any liability incurred by the Employer as a result of making any dues or voluntary agency fee deduction in accordance with the provisions of this Article and on the basis of an unrevoked authorization of check-off. No revocation of check-off shall be effective unless filed in writing with the City Auditor of the City of New Bedford.

The Employer agrees to notify the Union in writing whenever deductions are not made in accordance with an authorization of check-off due to the fact that an employee is not on the payroll during any payroll period, whether due to illness, retirement, resignation or other cause. The Employer also agrees to notify the Union in writing whenever a new employee is placed on the payroll in any position covered by the contract. Such notification shall be made within ten (10) working days of the date of his/her employment. When a new employee covered by this agreement is hired, the City agrees to allow ten (10) minutes to be allotted to the Union representative and the new employee, if the new employee so chooses, during which time the Union representative may discuss the Union with the employee.

In consideration of the Employer's entering into this collective bargaining agreement, which Agreement includes any voluntary agency service fee provision, the Union hereby agrees to indemnify the said Employer and hold it harmless from any and all claims, liabilities or costs of the Employer which arise out of entering into said provision or which arise out of the payroll deduction of voluntary agency service fees.

4. 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.”

5. Article III , Grievance and Arbitration Procedure

Amend Step 3 by revising the existing second paragraph to read as follows:

“The services of the American Arbitration Association or upon mutual agreement Labor Relations Connection shall be utilized for purposes of arbitration of disputes over the interpretation or application of the terms of this Agreement as provided in chapter 150E of the General Laws, as amended.”

6. Article V, Overtime

Amend the Overtime language pertaining to filling Paramedics shift vacancies as follows:

“In the event of a vacant shift in the position of Paramedic, due to sick leave, personal leave or, injured on duty, the vacant shift will first be offered as an overtime opportunity to the full-time Paramedics. In the event the vacant Paramedic shift cannot be filled with a full-time Paramedic, Senior Paramedics will be offered the opportunity, then per-diem Paramedics. Notwithstanding the previous sentence, if a Paramedic vacancy occurs on an ambulance, and no full-time Paramedic accepts the offer to work the overtime opportunity, the vacant shift will then be offered to Senior Paramedics, then full-time Basics, then per-diem Paramedics. In the event the shift still cannot be filled, each half of the shift will be filled by a full time Paramedic, through a mandated overtime, if necessary. The filling of Paramedic positions with Basics will not apply to Paramedic assignments to a chase trucks (Class V ALS SUV).”

7. Article XVII, Protection

Amend EMT clothing allowance from \$450 to \$750, upon implementation of this agreement.

8. Article XXV Miscellaneous Article

Amend by adding at the end of the article:

“The parties agree that Global Position System (GPS) may be activated in City vehicles assigned to employees. The parties agree that information acquired by and preserved with the GPS system shall not be the sole source of information used to impose discipline or evaluate any employee.”

9. Article XXV Miscellaneous Article – Amend by adding at the end of the article:

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

10. Article XXVIII Residency

Amend by adding Swansea, Somerset, Seekonk, Fall River, Marion and Wareham so the section reads as follows:

Every person first employed by the City of New Bedford on or after September 1, 1978 in the bargaining unit shall be a resident 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, Mattapoisett, Swansea, Somerset, Seekonk, Marion, Wareham, or the City of Fall River.


This Memorandum of Agreement is subject to ratification by the Union membership, approval of the Mayor of New Bedford, and funding of the incremental cost items by the New Bedford City Council.

AFSCME, council 93, Local 851 Unit B

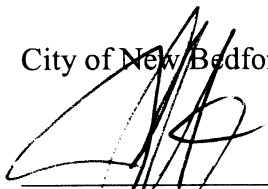


Kim Sylvia, Staff Representative

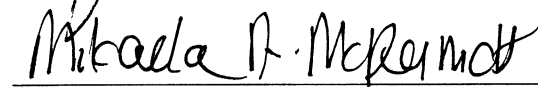




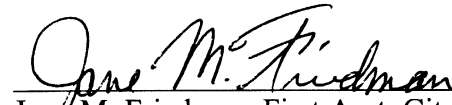
City of New Bedford



Jonathan F. Mitchell, Mayor



Mikaela A. McDermott, City Solicitor



Jane M. Friedman, First Asst. City Solicitor

Signed this ____ day of June 2019

ATTACHMENT E

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. In considering an extension of light duty, the department head will consider the duration of the extension and if there are other employees who may qualify for a light duty position. The decision of the department head shall be final and shall not be subject to the grievance process. Only one extension shall be granted and said extension shall not exceed six months in duration.
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.