

January 2, 2020

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 **SEVEN HUNDRED FIVE THOUSAND, SEVENTY-EIGHT DOLLARS** (\$705,078) now standing to the credit of the account from **STABILIZATION FUND** be and the same is hereby transferred and appropriated to as follows:

GENERAL GOVERNMENT UNCLASSIFIED
RESERVE FOR APPROPRIATION......\$695,000
FICA.....\$10,078

To be certified and approved by the Department Head

This transfer provides funding in FY20 for the implementation of the contract settlement between the City of New Bedford and the AFSCME Local 851 Union.

Sincerely,

Jon Mitchell Mayor



CITY OF NEW BEDFORD

CITY COUNCIL

January 9, 2020

ORDERED, that the sum of **SEVEN HUNDRED FIVE THOUSAND**, **SEVENTY-EIGHT DOLLARS** (\$705,078) now standing to the credit of the account from **STABILIZATION FUND** be and the same is hereby transferred and appropriated to as follows:

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RESER	VE FOR	APPROPRI	ATION	\$695,000
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Highlights of Ratified AFSCME Local 851 (Unit A) Agreement

After engaging in negotiations, the City of New Bedford and the American Federation of State, County and Municipal Employees "AFSCME" Council 93, Local 851, Unit A (Union) have agreed upon the terms of a new 3-year labor contract. The contract terms were first approved by the AFSCME Union Executive Board and then ratified by vote of the members of the union body on December 12, 2019.

Highlights of the agreement include:

- Term: The agreement covers the period July 1, 2019 through June 30, 2022.
- New Grade Schedule: In their previous contract, the Union and the City agreed to conduct a study to evaluate the AFSCME wage schedule and wage range for every AFCSME position to help inform the City's efforts to attract and retain qualified employees to fill AFSCME positions. A consultant collected information from each AFSCME employee and their supervisor about the job duties and skills required for their position. The consultant used this data to evaluate each job duty questionnaire and in accordance with the Equal Pay Act grouped substantially equal positions into a new Grade schedule.
- New Pay Schedule: The consultant also analyzed the pay grades of similar positions
 in other Massachusetts communities and provided a fiftieth percentile and sixtieth
 percentile salary range for each grade. A wage schedule was developed, utilizing the
 upper limits of the fiftieth percentiles. The City proposed, and the Union accepted,
 an increase of two percent over the initial schedule, with a goal of moving toward a
 starting wage at the fiftieth percentile and an upper wage at the sixtieth percentile.
- Wage Increases: In addition to receiving a retroactive 2% increase effective July 1, 2019, AFSCME employees will receive a 1% wage increase on July 1, 2020; 1% wage increase on July 1, 2021
- Personal Leave: The City has agreed to language that provides increased flexibility around the use of personal time for those employees whose position does not require a minimum overtime assignment for replacement.
- 911 Dispatchers: The parties agreed that Emergency Telecommunications
 Dispatchers shall have a 40-hour work schedule, which will include a 30-minute on-premise paid meal break.
- Housekeeping Changes: The parties agreed to a series of "housekeeping" changes in various areas of their contract to include such changes as adopting gender neutral language throughout and replacing other dated language.

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 A

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 A, 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 XXXIV Term and Effect of Agreement

Amend the term in Article XXXIV as follows:

3 year term – July 1, 2019 through June 30, 2022

2. Article XVI Classification and Compensation Plan

Amend Article XVI, Section 1 by striking the section in its entirety and inserting the following in place thereof:

SECTION 1.

The pay scheduled as of July 1, 2019 shall be amended as follows:

July 1, 2019 – 2%

July 1, 2020 - 1%

July 1, 2021 – 1%

See attached schedules A-1 through A-4

To qualify for retroactive pay, pursuant to this agreement, employees shall be on the payroll on [insert the effective date of the agreement] or have left service due to retirement.

Amend Article XVI, Section 2 to reflect the grade schedule established in the reclassification study.

Amend Article XVI, Section 3 by inserting the following sentence at the end:

Notwithstanding the previous sentence, an employee who accepts an original appointment, who is currently employed in another position within the City, shall be placed at the step closest to the hourly wage the employee was earning in their prior position and this placement shall not trigger a step increase for other employees in the position, as described in Section 8 of this Article.

Amend Article XVI, Section 4 by striking the section in its entirety and inserting the following in place thereof:

SECTION 4.

Full-time employees shall be granted step rate increases upon completion of each year of creditable service effective on the first day of the weekly payroll period in which such service is completed; provided that no step rate increase shall be granted if the Department Head of an employee eligible for such step rate increase recommends to the Mayor, in writing with reasons therefore and with a copy to the employee, that a step rate increase is not warranted or justified upon review of the employee's performance. Notwithstanding the previous sentence, eligible employees who are on the payroll effective July 1, 2019, shall be granted step rate increases upon completion of each year of creditable service, beginning July 1, 2019, effective on the first day of the weekly payroll period in which such service is completed. The decision of the Mayor to grant or disapprove a step rate increase shall be subject to the grievance and arbitration procedure. Creditable service shall be based on a period of fifty-two (52) weeks of work.

An employee who is absent on industrial accident leave, and who returns to work within one year, shall be entitled to receive their next step increase upon their return to work, upon completion of a satisfactory employee performance evaluation, and their absence of not more than one year shall not affect the date of future step raises that the employee may be entitled to. An employee who is absent on industrial accident leave for more than one year shall be entitled to their next step raise once they have returned to work and have worked for twelve months since their last step increase, and upon completion of a satisfactory employee performance evaluation. The step increase for an employee who is absent on industrial accident leave for more than one year shall result in a new date for future step raises.

Amend Article XVI, Section 10 by striking the section in its entirety and renumbering remaining sections accordingly.

3. Emergency Employees

Exclude "emergency employees" in the recognition section and strike references to "emergency employees" from remainder of agreement.

4. Article I Recognition

Amend Article I Recognition, as follows:

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, temporary employees who have worked for the City for less than ninety (90) days and less than seven hundred and twenty (720) hours, 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.

5. Article II Union Fees, Dues and Assessments

Amend Article II Union Fees, Dues and Subscriptions to reflect voluntary agency service fee.

6. Article VII Union Representatives

Amend Article VII Union Representative by inserting the following at the end of the section:

The employer will provide the Union Steward the name, title and starting salary of any new employee hired into the bargaining unit.

The City agrees to allow one-half (1/2) hour 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.

7. Article XI Sick Leave

Amend Article XI Sick Leave, Section 1 by striking the first paragraph of the section and inserting the following in place thereof:

SECTION 1.

Each employee, except temporary employees with less than ninety (90) days and seven hundred and twenty (720) hours of service shall be credited with sick leave with pay at the rate of one and one-quarter (1½) days for each month of service starting after the date of this Agreement. Sick leave credit will begin the first (1st) day of the month following the month in which a new employee is employed. Sick leave may be accumulated up to one hundred eighty (180) days. Any accumulations, which present employees have at the effective date of this Agreement, shall remain in effect.

Amend Article XI Sick Leave, Section 8 by striking the section in its entirety and renumbering the remaining sections.

Amend Article XI Sick Leave, Section 11C to increase additional days that may be granted by the Sick Leave Bank from twenty (20) days to thirty (30) days.

Amend Article XI Sick Leave, Section 12 as follows:

SECTION 12.

Employees may use no more than five (5) sick days per calendar year to care for a mother, father, spouse, child, adopted child, child of spouse, or grandparent of the employee.

8. Article XIII Personal Leave

Amend Article XIII Personal Leave as follows:

Personal leave may be requested in units of not less than three (3) hours, and not more than one (1) working day. Notwithstanding the previous sentence, if the position does not require a minimum overtime assignment for replacement, personal leave may be requested in units of not less than two (2) hours and not more than (1) working day.

9. Article XIV Maternity

Amend Article XIV Maternity Leave by striking the article in its entirety and inserting the following in place thereof:

ARTICLE XIV MATERNITY/PATERNITY LEAVE

The granting of leaves of absence for maternity/paternity reasons shall be subject to applicable state and federal laws.

10. Article XVIII Holidays

Amend Article XVIII, Section 1 by striking the following:

December 26, 1997 shall be a paid holiday for this year only.

Amend Article XVIII, Section 2 by striking the article in its entirety and inserting the following in place thereof:

SECTION 2.

Employees, who have been employed by the City for thirty (30) days or more shall receive holiday pay at their regular straight time hourly rate for each of said holidays based on their regular hours per day. Notwithstanding the previous sentence, temporary or intermittent employees who have worked for the City for less than ninety (90) days and less than seven hundred and twenty (720) hours shall not be entitled to holiday pay.

11. <u>Article XXXII Emergency Telecommunications Dispatchers (E-911Telecommunications)</u>

Amend Article XXXII by inserting the following at the end of Section 1:

Effective [insert the effective date of the agreement], Emergency Telecommunications Dispatchers shall work a forty (40) hour workweek, inclusive of a one-half hour paid meal period, during which the employee shall remain on the premises. The meal period schedule shall be developed by the Chief of Police or his designee.

12. Certifications/License

Amend Article XXVIII Miscellaneous Article by inserting the following after the first paragraph:

1. Any employee who fails to maintain a certification or license, which is a requirement of their job, shall be subject to discharge. In the event the employee can demonstrate to his

or her appointing authority that his or her failure to maintain a certification or license was beyond the employee's control, and that the failure to maintain a required certification or license was not the result of inaction or delay on the part of the employee, the City may grant a reasonable amount of time for the employee to remedy the failure to maintain the certification of license, which is a condition of employment. The City's decision whether to provide an employee time to remedy the failure to maintain a license or certification shall be final and shall not be subject to grievance or appeal.

Amend Article XXVIII Miscellaneous Article by inserting subsection numbers to separate the various topics contained in the section.

13. Drug Testing

Amend Table of Contents and Article XXXIII Drug Testing, section 1 by inserting a reference to "Attachment E" in place of "(see attached)".

14. Uniforms and Tools

The parties agree to utilize the Joint Labor Management Committee, as set forth in Article XXX, to discuss uniforms and tools with an initial meeting to occur within thirty (30) days of [insert the effective date of the agreement].

15. Gender neutrality

Change language throughout contract to be gender neutral.

16. New Certifications

Additional certifications are being considered, which may affect existing members employed by the Department of Public Infrastructure and the Department of Facilities and Fleet Management. The affected positions will be sent for review by the consultant performing the reclassification study to determine if classification of the position would be affected by the proposed certifications. Prior to the implementation of new certifications for existing employees, the parties shall meet to discuss issues pertaining to implementation.

17. HazMat

The parties agree to discuss hazardous materials pay.

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:	City of New Bedford
Kimberly Sylvia, Staff Representative	Jonathan F. Mitchell, Mayor
Mauri/22	Mkaela A. McDermott, City Solicitor
Dun Billemont	Jane M. Friedman, First Asst. City Solicitor
Signed this day of November 2019	

Attachment A-1

				Current	Pro	posed S	tar	ting Sala	iry			• •		
	1	2	 3	4		5		6		7	8		9	10
		3%	3%	3%		3.5%		3.5%		4%	4%		5%	5%
Α	\$ 15.75	\$ 16.22	\$ 16.71	\$ 17.21	\$	17.81	\$	18.43	\$	19.17	\$ 19.94	\$	20.94	\$ 21.99
В	\$ 15.95	\$ 16.43	\$ 16.92	\$ 17.43	\$	18.04	\$	18.67	\$	19.42	\$ 20.20	\$	21.21	\$ 22.27
C	\$ 16.51	\$ 17.01	\$ 17.52	\$ 18.05	\$	18.68	\$	19.33	\$	20.10	\$ 20.90	\$	21.95	\$ 23.05
D	\$ 16.67	\$ 17.17	\$ 17.69	\$ 18.22	\$	18.86	\$	19.52	\$	20.30	\$ 21.11	\$	22.17	\$ 23.28
E	\$ 16.84	\$ 17.35	\$ 17.87	\$ 18.41	\$	19.05	\$	19.72	\$	20.51	\$ 21.33	\$	22.40	\$ 23.52
F	\$ 17.17	\$ 17.69	\$ 18.22	\$ 18.77	\$	19.43	\$	20.11	\$	20.91	\$ 21.75	\$	22.84	\$ 23.98
G	\$ 18.46	\$ 19.01	\$ 19.58	\$ 20.17	\$	20.88	\$	21.61	\$	22.47	\$ 23.37	\$	24.54	\$ 25.77
Н	\$ 18.92	\$ 19.49	\$ 20.07	\$ 20.67	\$	21.39	\$	22.14	\$	23.03	\$ 23.95	\$	25.15	\$ 26.41
1	\$ 19.40	\$ 19.98	\$ 20.58	\$ 21.20	\$	21.94	\$	22.71	\$	23.62	\$ 24.56	\$	25.79	\$ 27.08
j	\$ 19.88	\$ 20.48	\$ 21.09	\$ 21.72	\$	22.48	\$	23.27	\$	24.20	\$ 25.17	\$	26.43	\$ 27.75
K	\$ 20.38	\$ 20.99	\$ 21.62	\$ 22.27	\$	23.05	\$	23.86	\$	24.81	\$ 25.80	\$	27.09	\$ 28.44



Attachment A-2

					Cu	rrer	nt Propo	sed	with 29	6 CI	DLA - Jul	y 1,	2019			
	1		2	,	3		4	4			6		7	8	9	10
Α	\$ 16.07	\$	16.54	\$	17.04	\$	17.55	\$	18.17	\$	18.80	\$	19.55	\$ 20.34	\$ 21.36	\$ 22.43
В	\$ 16.27	\$	16.76	\$	17.26	\$	17.78	\$	18.40	\$	19.04	\$	19.81	\$ 20.60	\$ 21.63	\$ 22.72
C	\$ 16.84	\$	17.35	\$	17.87	\$	18.41	\$	19.05	\$	19.72	\$	20.50	\$ 21.32	\$ 22.39	\$ 23.51
D	\$ 17.00	\$	17.51	\$	18.04	\$	18.58	\$	19.24	\$	19.91	\$	20.71	\$ 21.53	\$ 22.61	\$ 23.75
E	\$ 17.18	\$	17.70	\$	18.23	\$	18.78	\$	19.43	\$	20.11	\$	20.92	\$ 21.76	\$ 22.85	\$ 23.99
F	\$ 17.51	\$	18.04	\$	18.58	\$	19.15	\$	19.82	\$	20.51	\$	21.33	\$ 22.19	\$ 23.30	\$ 24.46
G	\$ 18.83	\$	19.39	\$	19.97	\$	20.57	\$	21.30	\$	22.04	\$	22.92	\$ 23.84	\$ 25.03	\$ 26.29
H	\$ 19.30	\$	19.88	\$	20.47	\$	21.08	\$	21.82	\$	22.58	\$	23.49	\$ 24.43	\$ 25.65	\$ 26.94
I	\$ 19.79	\$	20.38	\$	20.99	\$	21.62	\$	22.38	\$	23.16	\$	24.09	\$ 25.05	\$ 26.31	\$ 27.62
J	\$ 20.28	\$							22.93							
K	\$ 20.79	\$							23.51							



Attachment A-3

				Cu	rrer	nt Propo	sed	with 19	6 C(DLA - Jul	y 1 ,	2020				
	1		2	3		4		5		6		7	8	9	-	10
A	\$ 16.23	\$	16.71	\$ 17.21	\$	17.73	\$	18.35	\$	18.99	\$	19.75	\$ 20.54	\$ 21.57	\$	22.65
B	\$ 16.43	\$	16.93	\$ 17.43	\$	17.96	\$	18.58	\$	19.23	\$	20.01	\$ 20.81	\$ 21.85	\$	22.95
C	\$ 17.01	\$	17.52	\$ 18.05	\$	18.59	\$	19.24	\$	19.92	\$	20.71	\$ 21.53	\$ 22.61	\$	23.75
Đ	\$ 17.17	\$	17.69	\$ 18.22	\$	18.77	\$	19.43	\$	20.11	\$	20.92	\$ 21.75	\$ 22.84	\$	23.99
E	\$ 17.35	\$	17.88	\$ 18.41	\$	18.97	\$	19.62	\$	20.31	\$	21.13	\$ 21.98	\$ 23.08	\$	24.23
F	\$ 17.69	\$	18.22	\$ 18.77	\$	19.34	\$	20.02	\$	20.72	\$	21.54	\$ 22.41	\$ 23.53	\$	24.70
G	\$ 19.02	\$	19.58	\$ 20.17	\$	20.78	\$	21.51	\$	22.26	\$	23.15	\$ 24.08	\$ 25.28	\$	26.55
H	\$ 19.49	\$	20.08	\$ 20.67	\$	21.29	\$	22.04	\$	22.81	\$	23.72	\$ 24.67	\$ 25.91	\$	27.21
1	\$ 19.99	\$	20.58	\$ 21.20	\$	21.84	\$	22.60	\$	23.39	\$	24.33	\$ 25.30	\$ 26.57	\$	27.90
J	\$ 20.48	\$	21.10	\$ 21.73	\$	22.37	\$	23.16	\$	23.98	\$	24.93	\$ 25.93	\$ 27.23	\$	28.59
K										24.58					-	



Attachment A-4

				Cu	rrer	it Propo	sed	with 19	6 C	DLA - Jul	y 1	, 2021			
	 1		2	3		4		5		6		7	8	9	 10
A	\$ 16.39	\$	16.88	\$ 17.38	\$	17.91	\$	18.53	\$	19.18	\$	19.95	\$ 20.75	\$ 21.79	\$ 22.88
B	\$ 16.59	\$	17.10	\$ 17.60	\$	18.14	\$	18.77	\$	19.42	\$	20.21	\$ 21.02	\$ 22.07	\$ 23.18
C	\$ 17.18	\$	17.70	\$ 18.23	\$	18.78	\$	19.43	\$	20.12	\$	20.92	\$ 21.75	\$ 22.84	\$ 23.99
D	\$ 17.34	\$	17.87	\$ 18.40	\$	18.96	\$	19.62	\$	20.31	\$	21.13	\$ 21.97	\$ 23.07	\$ 24.23
E	\$ 17.52	\$	18.06	\$ 18.59	\$	19.16	\$	19.82	\$	20.51	\$	21.34	\$ 22.20	\$ 23.31	\$ 24.47
F	\$ 17.87	\$	18.40	\$ 18.96	\$	19.53	\$	20.22	\$	20.93	\$	21.76	\$ 22.63	\$ 23.77	\$ 24.95
G	\$ 19.21	\$	19.78	\$ 20.37	\$	20.99	\$	21.73	\$	22.48	\$	23.38	\$ 24.32	\$ 25.53	\$ 26.82
Н	\$ 19.68	\$	20.28	\$ 20.88	\$	21.50	\$	22.26	\$	23.04	\$	23.96	\$ 24.92	\$ 26.17	\$ 27.48
1	\$ 20.19	\$	20.79	\$ 21.41	\$	22.06	\$	22.83	\$	23.62	\$	24.57	\$ 25.55	\$ 26.84	\$ 28.18
J								23.39							
K								23.99							



Attachment D

Position Title	New Grade
Supervisors and Advanced Technical Staff	
Collections System Foreman	К
Parks Foreperson	
Sewage Disposal System Mainenance Foreperson	
Street & Sewer Construction Foreperson	
Water Construction Foreperson	
Electrician	J
Project Administrator	
Working Foreperson Diesel Engine Repairperson	
Working Foreperson	Ì
Animal Control Officer	ı
Local Building Inspector	
Project Coordinator	
Senior Plumbing & Gas Fitting Inspector	
Supervising Laboratory Technician	
Water Treatment Plant Operator	
Airport Technician	Н
Diesel Engine Repairperson	
Junior Civil Engineer	
Service Writer	
Senior Zoo Caretaker	
Treatment Chemist	
Carpenter	G
Computer Operations Support Specialist	
Emergency Telecommunications Dispatcher	
Greenhouse Gardener	
Mason	
Plumber	
Plumbing & Gas Fitting Inspector	
Sanitarian	
Sewage Plant Repairperson	
Special Motor Equipment Operator 1A	
Veterinary Technician	
Welder	
Administrative and Technical Staff	
Talling to the recinical Stati	
Airport Maintenance Person	F
Building Maintenance Person	
Computer Operator	
computer Operator	



Position Title	New Grade
Cross Connection Coordinator	
Special Motor Equipment Operator	2
Zoo Caretaker	
Code Enforcement Inspector	Е
Environmental Enforcement Inspector	
Hoisting Equipment Operator	
Laboratory Technician	
Library Assistant	
Metal Body Worker Spray Painter	
Motor Equipment Repairperson	
Office Assistant III	
Storekeeper	7
Veteran's Benefit Invesigator	
Water Machinery Repairperson	
Water Works Craftsperson	
Bookmobile Driver/Clerk	D
Gardener	
Heavy Motor Equipment Operator	
Motor Equipment Maintenance Person	
Parking Enforcement Officer	
Pipefitter	
Office Assistant II	
Financial Assistant II	
Sewage Plant Maintenance Person	
Signal Maintainer	
Water Meter Repairperson	
Water Works Utility Person	
Financial Assistant I	C
Data Entry Assistant	
Parking Meter Repairperson	
Office Assistant I	В
Maintenance Person	- P
Watchperson	
Water System Maintenance Worker	-
Water System Maintenance Worker	
Building Custodian	A
Cashier	
Cemetery Maintenance Worker	
Garage Attendant	
Motor Equipment Operator	
Park Maintenance Worker	
Van Driver	
<u> </u>	

