

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**

July 1, 2019 – June 30, 2022

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This Agreement entered into under the provision of Chapter 150E of the Massachusetts General Laws effective the 1st day of July, 2019 by the City of New Bedford, hereinafter referred to as the “Employer”, and Local 851, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I REGOGNITION

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.

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, 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 remit by the fifth (5th) day of each week 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 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 employment.

In consideration of the Employer's entering into this collective bargaining agreement, 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 the payroll deduction of any voluntary agency service fees collected by the Union.

ARTICLE III GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties with regard to the application, meaning or interpretation of this Agreement shall be settled in the following manner: For purposes of this Article, the date of the grievance shall be considered to be the date of which the grievance or dispute is brought to the attention of the union steward. The employee(s) involved shall bring notice of said violation or dispute to the union steward within two (2) working days of the date of the occurrence of said violation or dispute or the date the employee knew or should have known of the alleged violation or dispute.

STEP 1:

The union steward and/or representative, with or without the aggrieved employee, shall take up the grievance in writing with the employee's Department Head within five (5) working days of the date of the grievance. The Department Head shall attempt to adjust the matter and shall respond to the steward within five (5) working days of the presentation of the grievance.

STEP 2:

If the grievance still remains unsettled, it shall be presented to the Director of Labor Relations and Personnel, acting for the Mayor, in writing within five (5) working days after the response of the Department Head is due. The Director shall respond in writing within thirty (30) working days of the presentation of the grievance. Failure by the Director to reply within this period shall be construed as a decision favorable to the employee.

STEP 3:

If the grievance is still unsettled, either party may, within thirty (30) working days after the Director's reply is due, by written notice to the other, request arbitration.

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.

The services of the American Arbitration Association 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.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue the arbitrator's decision in accordance with the rules of the American Arbitration Association.

The expense, if any, for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Grievances involving disciplinary action shall be processed beginning at the second step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

When an employee covered by this Agreement is suspended for any reason by the employee's supervisor or Department Head, said employee shall be given notice in writing of the suspension, together with an explanation of the reason(s) therefore. Copies of such notices must also be provided to the employee's union steward and the union president.

At least forty-eight (48) hours shall be allowed from the time of filing of the notice with the Union before such suspension may be placed in effect, during which time the Union shall attempt to settle the difficulty with the suspending authority; except that in cases in which the cause for suspension involves acts of violence, acts commonly considered to be of a criminal nature, or acts endangering property and/or the safety of fellow employees or the public, such suspension may be implemented and the employee's union steward notified immediately.

Written notice of said suspension shall be furnished to the Union within twenty-four (24) hours of the implementation of the suspension.

Where arbitration is elected by the employee as the method for resolving disputes involving suspension, dismissal, removal or termination, notwithstanding any contrary provision in Sections 39 through 44 of Chapter 31, it shall be the exclusive procedure for resolving any such dispute, except that the City may for any reason discharge or suspend an employee (1) during the employee's probationary period as defined in Par. 12 of the Rules of Personnel Administration and/or (2) an employee appointed as a provisional employee with one year or less of service with the City of New Bedford. Once a demand for arbitration has been made, the employee waives all rights to resolve the dispute under statutory procedures set forth in Chapter 31 and such waiver under Chapter 31 must be in writing and is a condition precedent to filing a demand for arbitration under this article. If both parties agree they may submit a grievance to mediation before arbitration.

ARTICLE IV SENIORITY

SECTION 1.

In all cases in which the Employer promotes employees within the bargaining unit from a list of employees eligible for promotion, which list is issued under the provisions of Massachusetts General Laws, Chapter 31, the principle of seniority shall govern, provided that all other facts reasonably related to qualification for promotions are equal.

SECTION 2.

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) 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.

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 within 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 a 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.

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.

Where there is an existing Civil Service list for a higher position to be filled on a temporary basis, the selection of an employee to perform temporary service in such higher position shall be made in accordance with Civil Service Rules. When there is no existing civil service list for the position to be filled temporarily, the selection of any employee to perform temporary service in such higher position shall be made on the basis of qualifications and ability, and where qualifications and ability are relatively equal, seniority as defined under Civil Service Law and rule shall be the determining factor. In the event that the senior applicant for the position is not selected, the Appointing Authority shall submit reasons to the Union in writing why such senior employee was not selected to fill the position. In making appointments to any vacant position within the bargaining unit, the Appointing Authority agrees not to exercise its judgment arbitrarily, capriciously or unreasonably.

SECTION 6.

Seniority shall be recognized as the controlling factor for shift assignment within a department or division. The exercise of seniority shall be limited to an opening within a classification title only. When an employee is newly assigned to a job, the City may, for a period of three (3) months, select the shift assignment for the employee. Nothing in this section shall be construed to limit the right of the City to establish, change, enlarge or decrease shifts or the number of personnel assigned thereto, provided that the rights of seniority set forth in this Agreement are followed in making the necessary personnel assignments.

SECTION 7.

The term "seniority", as applied to this article, shall be interpreted to mean total service rendered to the City by an employee, regardless of departmental affiliation (including the New Bedford School Department), in a permanent, provisional or temporary classification except that (1) employment in a temporary and/or provisional capacity must have led to a permanent classification in a continuous and unbroken period of service, and (2) because service in the School Department shall be based on the total months of service completed during continuous and unbroken terms of service, with twelve (12) such months being considered equivalent to one year of seniority. Where a break or breaks in employee service has occurred, the seniority starting date shall be the beginning of the current period of time of unbroken service, unless such previous service is permitted under Section 33 of Chapter 31 of the Massachusetts General Laws.

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 the employee 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, the employee 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 the employee shall be notified by first class mail or email, of vacancies in the employee’s job classification in the employee’s 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 the employee’s department in writing of the employee’s interest in recall prior to the employee’s 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 the employee’s 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.

ARTICLE V OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times their regular rate of pay for work in excess of their normal workday and/or normal work week. No employee shall be entitled to be paid more than one and one-half times the employee's hourly rate of pay for any hours worked, except those worked on a holiday.

Any employee called back to work on the same day after having completed the employee's assigned work and left the employee's place of employment and before the employee's next regularly scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. The employee will be guaranteed a minimum of three (3) hours pay at time and one-half. When employees are required to commence work prior to the start time of their regular shift, the Parties agree to the following:

- a. When an employee is directed (verbally or in writing), prior to the completion of the employee's regular shift or any overtime hours worked immediately following the completion of the employee's regular shift, that the employee is to report to work the following day earlier than the regular starting time for the employee's shift, this shall not be considered a "call back" and the employee shall be entitled to receive overtime compensation for only the hours actually worked prior to the start of the employee's regular shift.
- b. When an employee is called in to work early, without having received prior notice as described in paragraph a above, this situation shall be considered a "call back" and the employee shall be entitled to receive a minimum of three hours of overtime compensation for work performed prior to the start time of this or her regular shift.
- c. Employees being paid for a three (3) hour call back shall not receive additional compensation if they are called back within the original three (3) hour call back period.

Attendance at meetings of Boards or Commissions that are scheduled for other than the employee's normal work shift which are clearly defined as "Voluntary" or "Non-obligatory" shall not require payment under the terms of this Article. No discrimination, coercion or other punitive action may be exercised against an employee who elects not to attend such meetings.

Clerks who are required to attend meetings of Boards, Commissions or City Council beyond their regular work day shall be paid time and one-half their regular hourly rate of pay. All previous practices shall be eliminated effective upon the execution of this Agreement.

Compensatory time will be allowed to accumulate in lieu of payment at the option of the employee for overtime at the rate of time and one-half for each hour of overtime. Compensatory time may not accrue beyond ninety (90) hours for each employee. An employee who works overtime and has ninety (90) hours of compensatory time shall be paid for hours worked on

overtime. Use of compensatory time will be allowed to an employee so long as the compensatory time does not cause interference with the regular work in a department or cause additional overtime expense. No employee will be discriminated against for not accepting compensatory time in lieu of payment for overtime.

Part-time employees may accrue forty-five (45) hours maximum of compensatory time. Existing employees shall be allowed to carry over from year to year all previously accrued time on the books as of June 30, 2000. After July 1, 2000, any additional compensatory time accrued must be used in the fiscal year in which it is earned. Employees ordered or requested to forego use of their compensatory time shall be paid in full. Compensatory time earned in June in any calendar year may be carried over to the next fiscal year.

In emergencies or as the needs of the City require, employees may be required to perform overtime work. Employees will be given as much advance notice as possible of overtime work. Scheduled overtime will be posted and distributed to all employees in a department on an equitable and fair basis according to seniority and among those employees who regularly perform such work. In the event a department needs additional employees to perform overtime work, this overtime work shall be divided and rotated as equally as possible among other employees in the bargaining unit according to seniority among those who are qualified to perform the work.

Employees shall have the option of declining offered overtime, but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime work, employees such as are deemed necessary by the City may be required to work on an assigned basis; and provided further that there shall be no discrimination or disciplinary action taken against any employee who declines to work overtime on a voluntary basis.

The Employer shall keep records in each department in a time book of overtime work. In case of a grievance involving such records, they shall be subject to examination by the union representative or the shop steward with the foreman of the division involved.

The posting of overtime shall be prominently displayed and overtime assignments shall be made by assignment and not by calculating the number of hours worked.

Approved leave with pay shall be synonymous with work time for purposes of computing overtime, provided, however, that sick leave shall always be paid at regular wage rates.

Holiday pay is paid time for overtime purposes for employees whose normal work week falls within five (5) consecutive days if the paid holiday falls within said normal work week.

For employees whose work week normally consists of five (5) days within a period of six (6) or seven (7) consecutive days, holiday pay is not paid time for overtime purposes if the holiday falls on a normal day off.

ARTICLE VI SHIFT DIFFERENTIAL

All employees working a late shift on a regular scheduled basis shall be paid a differential of an additional seven percent (7%) of their regular rate of pay. The term "late shift", as herein used, shall mean a shift the major portion of which falls between the hours of 6:00 P.M. and 7:00 A.M. of the next day.

ARTICLE VII UNION REPRESENTATIVES

A written list of union stewards and union officials shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. In the event the officers of Council 93 are required to attend monthly meetings of the local union and an employee who is an officer or steward of the local union is regularly scheduled to work that day, the employee shall be compensated at the employee's regular hourly rate of pay during the period of the employee's absence for the meeting.

The City agrees to notify the Union President of memos and postings regarding union members.

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.

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.

The City agrees to permit union representatives to be present at all hearings and meetings involving personnel matters. No employee shall be refused union representation in matters involving discipline or job performance.

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.

**ARTICLE VIII
MEAL PERIODS**

All employees regularly employed outside of the Municipal Building shall be granted a meal period of three quarters (3/4) hour duration during each work shift, except for those employees who work eight (8) hour shifts which are one of three (3) continuous shifts. Whenever possible, the meal period shall be scheduled at the middle of the shift.

**ARTICLE IX
REST PERIODS**

All full-time employees' work schedules shall provide for a ten (10) minute rest period during each one-half (1/2) shift. To the extent possible, the rest period shall be scheduled at the middle of each one-half (1/2) shift. Part-time employees shall have a rest period of no more than ten (10) minutes to be scheduled in the middle of their shift.

**ARTICLE X
CLEAN-UP TIME**

Employees in the Labor Service shall be granted a ten-minute personal clean-up period prior to the end of each shift. Work schedules shall be arranged so employees may take advantage of this provision; when practicable, the Employer shall make the required facilities available.

In the event that an employee's clothing and/or person become unexpectedly contaminated with malodorous or caustic substances, such as sewage, chemicals, etc., to the extent that a hygienic or personal health problem is caused, such employee shall be granted necessary wash-up time without penalty.

**ARTICLE XI
SICK LEAVE**

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 (1¼) 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.

A full-time employee shall accumulate sick leave credit with pay at the rate of one one-quarter (1¼) workdays for each full calendar month of employment. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits. A full-time employee shall not accrue sick leave credit for any month in which the employee was on leave without pay, or absent without pay for the entire month.

Regular employees of the City, who are employed on a part-time basis having a minimum of twenty (20) hours per week, shall be entitled to one and one-quarter (1¼) days of sick leave per month based on a part-time day of four (4) hours' duration.

A list of accumulated sick leave shall be posted in each department for all employees within that department by January 31 for the previous year ending December 31. No transfer within the service of the City shall affect the amount of earned sick leave credit and accumulation to which an employee is entitled under this Article, including sick leave credit earned while an employee may have been employed with the New Bedford School Department.

Employees who have to their sick leave account a maximum accumulation of one hundred eighty (180) days on each January 1 thereafter will be permitted to use no more than fifteen (15) days of sick leave during the calendar year before any deduction is made from their maximum accumulation.

Notwithstanding this procedure for sick leave use, no employee shall be paid more than one hundred eighty (180) days in Severance Pay pursuant to Article XI, Section 7.

Sick leave shall be allowed in increments of no less than one hour (not in minutes).

SECTION 2.

An employee who is reinstated or re-employed after an absence of less than one (1) year shall be credited with the employee's sick leave credit at the termination of the employee's prior employment.

SECTION 3.

Employees whose service with the City is terminated for cause shall not be entitled to any compensation in lieu of accumulated sick leave credits.

SECTION 4.

Sick leave credits earned by an employee following a return to duty after leave without pay or absence without pay shall not be applied to such period of time.

SECTION 5.

Notification of absences under this Article must be given to the designated representative of the Appointing Authority as early as possible. Each department shall post in a conspicuous place the procedure and person to notify of an illness so that employees will be clearly informed of the procedures to follow.

SECTION 6.

A Department Head may request a doctor's verification of an employee's condition. Medical certification will not be required to substantiate request for approval of sick leave of three (3) days or less. A doctor's verification of illness may be required by a Department Head regardless of duration in cases of frequent use of sick leave or also when the pattern of sick leave used indicates a potential abuse of sick leave privileges. Expenses, if any, resulting from verification of illness will be the responsibility of the employee.

In the event of illness requiring a doctor's certificate, separate certificates for each pay period shall not be required. A doctor's certificate for an illness beyond three (3) days shall be submitted before the next pay period stating the expected length of time the employee will be unable to work and will be considered sufficient proof of illness to insure continuing receipt of sick pay. In the event an illness will exceed the length of time stated by the physician, the first certificate may be extended in writing by a physician. A certificate stating the date on which the employee is capable of returning to the employee's duties shall be submitted by the employee upon the employee's return to work.

SECTION 7.

Each employee retired by the Retirement Board or who dies after ten (10) years of satisfactory service shall receive in one lump sum forty-five (\$45.00) for each day actual accumulated sick leave. Each employee who resigns with ten (10) or more years of service and with at least seventy-five (75) days of accumulated sick leave upon the effective date of resignation, shall receive in one lump sum forty-five dollars (\$45.00) for each day of accumulated sick leave.

SECTION 8.

Employees will be provided an incentive for attendance as of November 15 of each year in which no sick leave days are taken in an amount of \$400.00. The penalties for sick leave use will be in the following amounts:

<u>November 15, 2014</u>	
0 days of sick leave -	\$400.00
1 day of sick leave -	350.00
2 days of sick leave -	300.00
3 days of sick leave -	250.00

4 days of sick leave -	200.00
5 days of sick leave -	150.00
More than 5 days	0.00

Payments will be made by November 30 of each new year. Use of sick leave pending a determination by Workers' Compensation will not be considered sick leave use if the Workers' Compensation claim has been approved for payment and the employee's sick leave has been recredited. Further, in the event an employee is absent due to an injury that is work-related that would be compensable under Workers' Compensation but for the fact the employee was absent for less than five (5) days, use of sick leave will not be charged against the employee's of attendance for the purpose of incentive payment.

Newly hired employees after November 15 of each year who are employed for six (6) months or more during the period November 15 through November 14 of a year will entitled to the following sick leave incentive:

<u>November 15, 2014</u>	
0 days of sick leave -	\$200.00
1 day of sick leave -	175.00
2 days of sick leave -	150.00
3 days of sick leave -	125.00
4 days of sick leave -	100.00
5 days of sick leave -	75.00
More than 5 days	0.00

Employees with six (6) months or less of service shall not be entitled to sick leave incentive payment.

Temporary employees, except temporary employees with less than ninety (90) days and seven hundred and twenty (720) hours of service, as of November 15 qualify for sick leave incentive. The date of hire will be the date used to determine which incentive chart is applied from Section 9. From their date of hire, any work days missed by the employee, for whatever reasons, will be considered days taken as sick time which will reduce the amount paid under the sick leave incentive program.

SECTION 9.

Employees who are absent from work due to an industrial accident which has been reported within three (3) working days of the date of the accident may, at their option, draw upon their sick leave, day by day, until they exhaust their sick leave or upon receipt of their first Workers' Compensation claim, the employee will reimburse the City for that portion of the sick leave which was used during the period in which the employee was waiting for Workers' Compensation approval. The employee shall then be re-credited with the sick leave, which was used during the same period.

SECTION 10.

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. A warning of excessive absenteeism or sick leave abuse shall be removed if the employee works five (5) consecutive years without any notice of sick leave abuse. Participation in the Sick Leave Bank shall be voluntary. Any employee who voluntarily participates in the Sick Leave Bank shall be eligible to use the Bank after using all available time (sick days, vacation, compensatory and personal time) due the employee.

B. FUNDING

The Sick Leave Bank will be initially funded by deducing one (1) sick day from the accumulated sick leave days of each employee who has agreed to participate in the Bank and contributing such day(s) to the Bank. When the Bank is depleted to sixty (60) sick leave days, an additional assessment of one (1) day of sick leave shall be made against the account of each employee who has agreed to continue to participate in the Bank, without a membership solicitation.

C. GRANTING OF DAYS

The initial grant of sick leave days from the Bank shall not exceed forty (40) days, after which the employee may reapply for additional periods of thirty (30) days. The total amount of time may not exceed one hundred eighty (180) days in the aggregate. Requests for Sick Leave Bank days shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and the extent of the illness or injury and the estimated time that the employee will be absent from work.

D. MEMBERSHIP

Employees wishing to join the Bank must apply for membership on a form approved by the Sick Leave Bank Committee. New employees must have three (3) years of service or have accrued twenty (20) days of sick leave in order to be eligible to join the Sick Leave Bank. Current employees of AFSCME wishing to join the Bank must submit an application for membership to Sick Leave Bank Committee, AFSCME, Local 851, 46 Foster Street, New Bedford, MA 02740. Membership will be open to all employees after the finish of their probationary time, staying consistent with

Article XI, Section 1. Employees may join the Sick Leave Bank in November and remain a member until resignation.

E. ADMINISTRATION

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of five (5) persons; three (3) employees of the City who are members of AFSCME, Local 851, and two (2) members designated by the Mayor. The Sick Leave Bank Committee shall submit a copy of membership list with the number of days to be deducted from each member to the Personnel Department, Auditor's Office and employee's department by January 31st of each year. The decisions of the Sick Leave Bank Committee shall be final and shall NOT be subject to the grievance procedure. To be able to serve on the committee, the AFSCME member has to participate in the Sick Leave Bank.

F. WORKERS' COMPENSATION

Employees who are drawing upon Workers' Compensation will not be eligible to draw from the Sick Leave Bank.

G. SICK LEAVE INCENTIVE

Donations to the Sick Leave Bank shall not affect the employee's sick leave incentive.

SECTION 11.

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.

**ARTICLE XII
FUNERAL LEAVE**

1. A maximum of four (4) working days leave of absence within five (5) working days of the funeral shall be granted to an employee on request when a death occurs to an employee's spouse, child, parent or step-child living in the household.
2. A maximum of three (3) working days leave of absence within five (5) working days of the funeral shall be granted to an employee on request when a death occurs to other members of an employee's immediate family.
3. In the case of cremation, one (1) day may be delayed for use at a later time within ninety (90) days of the death.
4. The immediate family is to be considered father, mother, spouse, the spouse of an employee's father or mother if the spouse is not the employee's natural parent, child, brother, sister, step brother, step sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, adopted children, any stepchildren living within the household of the employee and a live-in companion of the employee who has lived with the employee for twelve (12) consecutive months before the death of the companion and is acknowledged to be a live-in companion regardless of sexual orientation.
5. One day's leave of absence will be authorized for the death of aunt, uncle, niece or nephew of the employee, husband or wife of a brother or sister of the employee, including the husband or wife of the brother or sister of the employee's spouse, and a brother, sister, aunt, uncle, grandparent or grandchild of a spouse, stepchild of the employee residing outside the employee's household.
6. The employee must attend the funeral to be entitled to the above payment. No payment shall be made for any days of absence during the bereavement period in which the employee is not regularly scheduled to work, Saturdays and Sundays or holidays. The one-day leave of absence must be taken within the three (3) calendar days of death. No employee shall lose pay to which he is normally entitled to while on leave of absence for death in the family nor will it be charged to sick leave or vacation pay.

**ARTICLE XIII
PERSONAL LEAVE**

All permanent or provisional full-time employees who have successfully completed the required probationary period of six (6) months, or is a provisional employee with six (6) months of service, will be eligible for the following personal leave which may be taken during the calendar year.

20 hours for 20 hour workers
30 hours for 30 hour workers
35 hours for 35 hour workers
37.5 hours for 37.5 hour workers
40 hours for 40 hour workers

No employee will be allowed to use any advance personal leave prior to the conclusion of this six (6) month period.

When a full-time employee becomes eligible at the end of six months for personal leave during the calendar year, the date of hire will be the date used to credit personal days based upon the following schedule:

<u>Date of Eligibility</u>	<u>Personal Leave</u>
January 2 – March 31	5 paid leave days
April 1 – June 30	3.75 paid leave days
July 1 – September 30	2.5 paid leave days
October 1 – December 31	1.25 paid leave day

Temporary employees shall not be eligible for personal leave. Permanent part-time employees shall be eligible for personal leave based upon their part-time day, e.g. an employee who regularly works four (4) hours a day shall be eligible for sixteen (16) hours of personal leave annually after completion of six (6) months of service. If such six (6) months of service occurs after January 1 of a calendar year, such hours shall be reduced in the same manner as a regular full-time employee as described above.

Request for personal leave must be submitted to the employee's immediate supervisor and approved by the Department Head on an "Application of Leave" form. The application must be submitted two (2) working days before the anticipated personal leave, unless the circumstances for requesting such leave did not permit the two (2) working days notice.

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. Personal leave shall not be authorized in the following circumstances:

1. Absences due to inclement weather, such as snowstorms.
2. Absences during periods when the work within a department requires the necessary staff for timely and efficient operations of the department, unless the request for personal leave is for a purpose to conduct necessary personal business that must be conducted during hours on the day requested.

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3. Absences due to illness or injury if the employee has sick leave available for such purposes.

Personal leave shall not accrue from one calendar year to the next year. If personal leave is not taken in any calendar year, any unused personal leave shall be converted to sick days. An employee who is terminated or resigns from employment will not be compensated for any accrued personal leave at the time of termination or resignation.

ARTICLE XIV MATERNITY LEAVE

The granting of leaves of absence without pay for maternity/paternity reasons shall be subject to applicable state and federal laws.

ARTICLE XV JURY PAY

In the event a City employee is called to appear for jury duty or is serving on a jury, the employee shall be excused from working the employee's daily shift during the same twenty-four (24) hour work period as the jury service occurs. The employee should be compensated at the same pay rate as the employee normally receives for working a full shift.

ARTICLE XVI CLASSIFICATION AND COMPENSATION PLAN

SECTION 1.

The pay schedule of July 1, 2019, shown as Attachment A1 shall be amended as follows:

7/1/19 – 2%

7/1/20 – 1%

7/1/21 – 1%

See attached schedules A1-A4

To qualify for retroactive pay, pursuant to this agreement, employees shall be on the payroll on January 14, 2020 or have left service due to retirement.

SECTION 2.

There is attached to this Agreement and made a part hereof a Position Grade Structure referred to as Attachment D wherein job titles are assigned to a specific pay grade contained within Attachment D-1 through D-2.

SECTION 3.

On original appointment, all employees shall be paid at the minimum rate for the pay grade to which the appointment is made. Advancement from the minimum to the maximum rate within a salary grade shall be by annual step rate increases. 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.

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.

SECTION 5.

Part-time or permanent intermittent employees shall be employed initially at the minimum rate in the salary grade to which the appointment is made. Less than full-time employees shall advance on the salary schedule in the same manner as full-time employees as their part-time service bears to full-time.

SECTION 6.

Nothing in this Article shall change the provisions that when a Motor Equipment Operator is assigned to equipment that is temporarily idled for repairs or other temporary causes, he/she shall continue to be paid at the salary grade established for operating such equipment. Laborers assigned to Solid Waste shall continue to receive the differential presently paid for such assignments. The Plumber assigned to pipefitting duties shall continue to receive a trade allowance of \$14.50 per week.

SECTION 7.

Upon the certification by a Department Head to the Mayor that qualified applicants cannot be secured at the minimum salary prescribed for a position, the Mayor may authorize payment of initial compensation above the minimum but not exceeding the maximum of the salary grade for such position. Whenever such recruitment is authorized, all employees in the same class being paid at a rate below such recruitment rate shall be advanced to the recruitment rate of the salary schedule.

SECTION 8.

The salary or compensation of an employee shall not be increased or reallocated to a salary grade higher than set forth in Attachment D unless all positions in the same job title are so increased or reallocated.

SECTION 9.

On promotion or change to a classification in a higher pay grade, an employee shall receive the next higher step rate for the classification to which the change has been made above the employee's current rate.

SECTION 10.

Individual employees shall have the right to appeal the propriety of the classification of the employee's position through the Personnel Director. In order to appeal a classification, the individual employee must establish, to the satisfaction of the Union and Personnel Director, one or more of the following reasons for appeal:

- a. A material change in duties and responsibilities.
- b. A reorganization of departmental operations causing a change in duties, responsibilities and accountability.
- c. The introduction of new technologies of work processes that required the training and/or improvements in the skills of an employee.

d. A material change in the working conditions of an employee.

The City and Union agree that the procedure provided in this section shall be the sole procedure for individual appeals and such appeal may not be the subject of a grievance or arbitration under Article III. Nothing in this section shall be construed to prevent an employee from filing a grievance under Article XXVII – Working Out of Classification.

SECTION 11.

Regular full-time employees who are required to use their personal automobile for official purposes on a daily basis shall be compensated by the City at a rate of five dollars and fifty (\$5.50) per day for the first to hundred fifty (250) miles per week and thirty-one and one-half cents (.315¢) per mile for all travel in excess of two hundred fifty (250) miles per week thereafter.

Employees employed at the Quittacas Pumping Station shall receive an additional one dollar and fifty cents (\$1.50) per day for all days worked.

ARTICLE XVII LONGEVITY

Each employee will be entitled to the following payments, based on the employee's continuous length of service and longevity in any City department, provided that in the case of a School Department employee, the employee shall have resigned from the School Department for the purpose of accepting employment with another department of the City of New Bedford.

Those employees employed with ten (10) through fourteen (14) years of service as of November 30 of the calendar year shall receive four hundred fifty (\$450) dollars per year.

Those employees employed with fifteen (15) through nineteen (19) years of service as of November 30 of the calendar year shall receive five hundred fifty (\$550) dollars per year.

Those employees employed with twenty (20) years through twenty-four (24) years of service as of November 30 of the calendar year shall receive six hundred fifty (\$650) dollars per year.

Those employees employed with twenty-five (25) through twenty-nine (29) years of service as of November 30 of the calendar year shall receive seven hundred fifty (\$750) dollars per year.

Those employees employed with more than thirty (30) years of service as of November 30 of the calendar year shall receive eight hundred fifty (\$850) dollars.

Those employees with more than thirty-five (35) years of service as of November 30 of the calendar year shall receive one thousand (\$1,000) dollars.

The above payment will be paid in a lump sum on the second Thursday in December of each year.

Employees who retire on or after January 1 in a calendar year shall be paid their full longevity increment for the year of retirement. The increment shall be at the amount paid the previous November 30. Employees who resign or who are terminated for cause prior to

November 30 of a calendar year shall not be entitled to longevity payment at the time of their resignation or termination for cause.

The above payment will be paid to an employee's beneficiary upon the employee's death.

Employees who are not on the payroll due to industrial leave of accident on the second Thursday in December will not receive longevity on that day. They will be entitled to longevity payment when they return from industrial leave and this longevity will be prorated if they have been on industrial accident leave for a total of twenty (20) working days during the twelve months preceding November 30 of each year.

Part-time employees (minimum of twenty (20) hours per week) will receive longevity pay at 50% of the amount issued to full-time employees when paid in December 1997.

ARTICLE XVIII HOLIDAYS

SECTION 1.

The City agrees to provide the following paid holidays:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Patriots Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

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.

SECTION 3.

In addition to the regular holidays stated above, Good Friday afternoon, the half workdays before Christmas and New Year's Day shall be paid half holidays; and said half holidays shall be construed to constitute one-half ($\frac{1}{2}$) the number of hours normally worked on those days at straight time, regardless of actual starting time. The Friday after Thanksgiving shall be considered a holiday but this shall not be premium wage day. If called into work, employees shall receive holiday pay plus pay for any hours worked at straight time. Employees required to work more than one-half ($\frac{1}{2}$) the regular hours shall be paid for such hours at their regular hourly rate in addition to their half holiday pay.

SECTION 4.

When any of the above named holidays occur on an employee's regularly scheduled workday, employees who are required to work on such holidays shall receive holiday pay for such day plus straight time for all hours worked on such day. The Employee may elect a floating holiday in lieu of holiday pay. Use of said floating holiday shall be subject to Department Head approval, e.g. can't use overtime, must use in same fiscal year. Notice of the option by the employee to elect a floating holiday in lieu of holiday pay must be given to the employer prior to submission of the payroll for the week including the holiday. Employees who are not regularly scheduled to work on a holiday and who are called in on said holiday shall receive holiday pay for such day, plus time and one-half ($1\frac{1}{2}$) their regular hourly rate, with a minimum of three (3) hours for all hours worked on such day.

SECTION 5.

In the event that a holiday listed in Section 1 falls on a Sunday and is observed and celebrated on a Monday, said Monday shall be construed to be the holiday for purposes of compensating any employee for holiday pay. In the event the holiday falls on a Saturday, the City may, at its option, grant compensatory time in lieu of holiday pay by observing the holiday on the immediately preceding Friday.

SECTION 6.

In order for an employee to receive holiday pay for the holiday or half holiday, the employee must work the employee's regular scheduled day before and after the holiday, unless the employee is on vacation leave or is on a regular scheduled day off. In the event an employee is absent due to illness on the last scheduled workday prior to or after a holiday, eligibility for holiday pay shall be established by the presentation of a doctor's statement certifying the legitimacy of the illness. Employees who have reported for work and actually work for more than one-half ($\frac{1}{2}$) their regular hours on the schedule work day before a holiday will not be required to present a certificate for holiday pay eligibility. Employees who are scheduled to work on a holiday and report sick on said holiday shall be entitled to holiday pay only and shall not be paid for a sick day in addition to their holiday pay.

ARTICLE XIX PROTECTION

The City shall hold the employee harmless from any loss or liability arising out of acts resulting in accidental bodily injury to or the death of any person or accidental damage to or destruction of property, provided that, after investigation, it shall appear to the City that such employee was acting within the scope of the employee's employment and provided further than simple or no negligence can be associated with the employee's act. The employee is expected to exercise all reasonable care and precautions to prevent undesirable consequences from arising as a result of the performance of the employee's duties.

If any employee is required by the City to wear protective clothing or any type of protective device, such clothing or device shall be furnished by the City to protect the employee from illness or injuries. The City will provide and maintain work uniforms for Motor or Diesel Equipment Repairmen (five sets), sewer and drain gang, asphalt crew, four employees in the landfill and the Zoo Caretakers (five sets). The foregoing shall not require the City to furnish additional work clothing or other articles of personal wearing apparel, which may be required other than those now being furnished by the City.

The City shall provide CPR training at no cost to the Van Driver in the Veterans' Services Department.

The City agrees to provide Parking Meter Supervisors (meter maids) and Nurses three hundred fifty (\$350) dollars in allowance in quarterly installments.

The City agrees to supply safety glasses at Quittacas. Glasses or dentures broken by an employee in the performance of the employee's job shall be replaced by the City without cost to the employee.

Hazardous Duty – employees who have been certified to perform duties on CERCLA Superfund sites will be paid time and one-half (1½) of their regular rate of pay for the time in which they perform these duties on a CERCLA site. This does not include confined entry duties.

ARTICLE XX NO STRIKE

Except for the right to strike, which is prohibited, all other union activities are protected unless they have been or are determined to be illegal by a court of competent jurisdiction or state tribunal.

ARTICLE XXI VACATIONS

On July 1, 2014 any new employee hired in the preceding year shall receive a prorated amount of vacation time based on the time he/she actually worked in the previous year. For example, if an employee is hired in the month of January, he/she shall receive one week of vacation time on July 1. Each full-time employee who has five (5) or more, but less than ten (10) years of service as of June 30 of the fiscal year shall receive fifteen (15) working days of vacation with pay during that fiscal year. Each full-time employee who has ten (10) or more years but less than twenty (20) years of service as of June 30 of the fiscal year shall receive twenty (20) working days of vacation with pay during that fiscal year. Each full time employee who has twenty (20) or more years of service as of June 30 of the fiscal year shall receive twenty-seven (27) working days of vacation with pay during that fiscal year. Each full-time employee who has twenty-five (25) or more years of service as of June 30 of the fiscal year shall receive twenty-eight (28) working days of vacation with pay during that fiscal year. Each full-time employee who has thirty (30) or more years of service as of June 30 of the fiscal year shall receive thirty (30) working days of vacation with pay during that fiscal year.

intermittent employees shall not be eligible for vacation pay regardless of their service.

Employees who have had previous service with the New Bedford School Department and whose employment was based on academic or school year, rather than a calendar year, shall, upon transfer or appointment to permanent employment in another City department, be given credit for such time as they worked in the School Department for purposes of vacation eligibility as follows:

- a. Completion of twelve (12) months of service shall be considered a vacation leave credit and said service shall determine the eligibility for vacation benefits normally attendant upon completion of one (1) calendar year of service for full-time employees.
- b. Completion of sixty (60) months of service shall considered as vacation leave credit and said service shall determine the eligibility for vacation benefits normally attendant upon completion of five (5) calendar years of service for full-time employees.
- c. Completion of one hundred twenty (120) months of service shall be considered as vacation leave credit and said service shall determine the eligibility for vacation benefits normally attendant upon completion of ten (10) calendar years of service for full-time employees.

SECTION 2.

Vacation leave earned in any one (1) year shall not be permitted to accumulate or carry over to a succeeding year, except if an employee is ordered or requested to forego or postpone vacation leave in the public interest and thereby is prevented from taking vacation leave in any

one year within the period of July 1 to June 30, such employee may be granted compensatory vacation leave during the next year by the employee's Appointing Authority or Department Head, if said request is made before expiration of the vacation year and has approval of the Mayor and notification of said request is filed with the City Auditor immediately.

SECTION 3.

A regular part-time employee who is employed on a part-time basis having a minimum of twenty (20) working hours per week and who has completed a full year but less than five (5) years of service as of June 30 of the fiscal year shall be entitled to ten (10) working days of vacation with pay based on the number of part-time hours customarily worked by the employee. Twenty (20) hour part-time employees with five (5) years of service but less than ten (10) years as of June 30 of the fiscal year shall be entitled to fifteen (15) working days with pay based upon the number of part-time hours customarily worked by the employee. Twenty (20) hour part-time employees with ten (10) years of service but less than twenty (20) years as of June 30 of the fiscal year shall be entitled to twenty (20) working days of vacation with pay based upon the number of hours customarily worked by the employee.

Twenty (20) hour part-time employees who have twenty (20) or more years of service as of June 30 of the fiscal year shall be entitled to twenty-five (25) working days of vacation with pay based upon the number of hours customarily worked by the employee.

SECTION 4.

Employees who are eligible for vacation under this Article whose service is terminated by dismissal through no fault or delinquency of their own, by resignation or by retirement, or any entrance into the armed forces, shall be paid the amount equal to the vacation allowance as earned in the vacation year prior to such dismissal, resignation, retirement or entrance into the armed forces, which had not been granted, and in addition, that portion of the vacation allowance earned in the vacation year during which such dismissal, resignation, retirement or entrance into the armed forces occurred, up to the time of separation; provided that no monetary or other allowance has already been made therefore.

SECTION 5.

Employees whose services are terminated through dismissal for cause shall be entitled to salary in lieu of their vacation not taken.

SECTION 6.

Employees who are reinstated or who are re-employed, or who return from a leave of absence without pay shall be entitled to their vacation status at the termination of their previous service and allowed such proportion of their vacation under Section 1 as their actual service bears to full-time for the vacation year. No credit for previous service may be allowed where reinstatement or re-employment occurs after absence of two (2) years.

SECTION 7.

Vacation shall not accrue to an employee absent on industrial accident leave for one year or more.

SECTION 8.

Vacation leave earned following a return to duty after leave of absence without pay shall not be applied against such leave or absence.

SECTION 9.

If an employee is on industrial accident leave and has available vacation credits which have not been used, and who, because of the provisions of Section 2 of this Article, would lose such vacation credits, said employee shall be paid for any vacation time that is outstanding at the end of a fiscal year or shall be allowed to apply to the Mayor to carry over that vacation time to a succeeding year.

SECTION 10.

Upon the death of an employee who is eligible for vacation leave under the provisions of this Article, payment shall be made in an amount equal to the vacation allowance as earned in the vacation year prior to the employee's death, but which had not been granted, and in addition, that portion of the vacation allowance earned in the vacation year during which the employee died up to the time of the separation from the payroll; provided that no monetary or other allowance has already been made therefore.

SECTION 11.

Absences on account of sickness in excess of that authorized under sick leave regulations may, at the option of the employee, be charged to vacation leave.

SECTION 12.

The City shall issue vacation slips to employees no later than the third week of February each calendar year. Wherever practicable, vacation will be given at the time most desired by the employee, who will be permitted to indicate the employee's choice by order of seniority, provided the employee does so by April 1 in each calendar year. When all requests have been received and approved, the vacation schedule listing the employee's name and the vacation periods granted shall be posted in each department by May 1 of each year. The head of each department, however, reserves the right to schedule vacations or limit the number of weeks in the current year at such time, in the department head's opinion, as will cause the least interference with the performance of regular work and will not cause additional expense. Employees shall retain the right to change previously approved vacation periods if they so choose, and such changes may be approved, provided they do not impair departmental efficiency or departmental operations or cause additional expense. Once the vacation schedule has been posted, however, any employee wishing to change the employee's vacation period may select from among any of

the open periods thereof subject to the two preceding sentences. The employee may also select a period already chosen by another employee provided such choice does not exceed the number of employees who can be spared at that time nor shall the employee be allowed to select a period which would force an employee with less seniority to forego the less senior employee's approved vacation period. No employee whose vacation selection has been approved and posted shall be required to cancel such selection in order to accommodate a vacation change requested by an employee with greater seniority.

SECTION 13.

No employee shall be granted vacation leave until the employee is eligible therefore under the provisions of this Article. Vacation leave shall not be granted in anticipation of service, provided that an employee may commence the employee's vacation prior to July 1 if said vacation time extends beyond July 1 of the vacation year.

SECTION 14.

The rate of pay for any employee while on the status of vacation leave shall be the rate of pay for the primary classification of such employee. For those employees having a secondary classification, the rate of pay shall be based on the classification in which the employee actually worked, exclusive of overtime, for a minimum of twelve hundred (1200) hours in the aggregate during the twelve (12) months preceding the first day of July of the vacation year.

SECTION 15.

Nothing herein shall be construed as restricting an employee from requesting individual vacation days on short notice, provided that in the opinion of the Department Head, departmental operations are not thereby hindered. Vacation shall not be taken in less than one hour increments.

ARTICLE XXII BULLETIN BOARDS

The City shall permit access to or maintain boards in the main lobby of City Hall, the offices of the Water Works, Pumping Station, Department of Public Works yard, Park Offices, Cemetery Office, City Garage, Municipal Airport, Main Library and its branches, City Hall Annex, and such other locations at which City employees begin and end their shifts for the posting of notices concerning union business and actions of the certified bargaining representative.

Bulletin boards shall be maintained in all the appropriate places where employees generally report for duty.

**ARTICLE XXIII
SPECIAL PROVISIONS APPLYING TO PROFESSIONAL
EMPLOYEES COVERED BY AGREEMENT**

SECTION 1.

Professional employees covered by this Agreement, may, with the Mayor's approval, be given leave without loss of pay for the purpose of attending a meeting or seminar, which pertains to their field of work. Employees attending such a meeting or seminar with the Mayor's approval shall be entitled to reimbursement of expenses.

SECTION 2.

Each professional employee covered by this Agreement shall be entitled, with the approval of the Mayor, to receive a leave of absence without pay and benefits for the purpose of furthering the employee's education in the employee's field of work.

SECTION 3.

The Supervisor of Nurses and the Supervising Laboratory Technician shall be entitled to reimbursement of dues paid for membership in professional organizations related to their field of endeavor, provided that such reimbursement has been approved, in writing, by the Mayor.

SECTION 4.

Whenever notices of courses of study, educational seminars, or other programs of similar nature have been approved by the Mayor which professional employees are expected or required to participate or attend in order to maintain proficiency and/or qualifications, such notices shall be posted in a conspicuous place. All employee affected thereby shall be given equal opportunity to take advantage of same. Such opportunity shall be allowed without regard to whether employee participation is to be on City time or the employee's time.

SECTION 5.

Upon recommendation of the Department Head and approval of the Mayor, a professional permanent employee may be granted tuition reimbursement. The employee must enroll in a program, which in the judgment of the Mayor will lead to an appropriate degree or improved professional competence. Reimbursement will be for 50% of the course cost, not to exceed two (2) courses per school term. Prior to reimbursement, satisfactory completion of each course must be submitted where authorization for payment has been made. The stipend will be limited by budget appropriation.

SECTION 6.

The City agrees to reimburse an employee to a maximum of \$100 per year for the cost of courses approved by the , Health Department, Commonwealth of Massachusetts, provided the

courses are not offered by the City towards the employee's recertification under the requirements for additional continuing educational activities. Prior to reimbursement, the employee shall provide evidence that the employee has satisfactorily completed the course. Notwithstanding the provisions for reimbursement in this section, the City reserves the right to offer courses and programs for the necessary additional continuing educational activities to meet recertification requirements and to require employees to participate in said courses or programs in lieu of employees being reimbursed for courses.

SECTION 7.

The regular hours of the Nurses and Lead Inspectors shall be forty (40) hours per week.

ARTICLE XXIV WATER DEPARTMENT CERTIFICATION REQUIREMENTS

SECTION 1.

In order to insure the proper management operation and maintenance of public water systems, the Commonwealth requires employees to hold certificates issued by the Board of Certification of Operators of Drinking Water Supply Facilities. These certificates are issued in accordance with the demonstrated skill, knowledge, experience and character of the operator. Under State regulations, the person with the responsibility for, or having active field supervision of, distribution and/or treatment activities must hold an appropriate certificate issued by the Board under 236 CMR 4.00 through 5.01. This includes requirements for certificate renewals through the accumulation of Training Contract Hours.

SECTION 2.

Employees who are required to be certified and who currently have their certification must renew their certification in accordance with 236 CMR 4.07. Employees who have an expired or invalid certification because of the failure to renew their certification are subject to the penalties expressed in 236 CMR 4.07(4) and will be removed from their positions. If the employee holds a permanent title and is on a leave of absence from that title, the employee will be returned to the employee's permanent title if the employee is not properly certified at the proper grade in accordance with the employee's job classification. Otherwise, the employee is subject to discharge.

SECTION 3.

The following options are established to assist in the acquisition and maintenance of certifications:

- a. The Superintendent of Water may establish State-approved in-house training as a means of complying with State renewal requirements for Training Contract Hours (TCH).

- b. The Superintendent of Water may require employees to attend training programs offered by Federal and State agencies and manufacturers that are or may become available. Employees required to attend such courses by the Superintendent during non-scheduled working hours shall be paid time and one-half (1½) of regular hourly rate of pay for the employee.
- c. Employees may elect to secure certification renewal credits (TCH) required by State regulations by attending courses or seminars. Courses and seminars for which an employee is enrolled on their own will be subject to full tuition reimbursement.

Requests for tuition reimbursement must be submitted and approved by the Superintendent of Water prior to enrolling for any course. Courses and programs eligible for reimbursement must, in the Superintendent's opinion, be relevant to the employee's present job and/or qualify for TCH credit.

The amount of tuition reimbursement for approved job-related courses will be at 100% provided the employee passes the course and provides verification of a passing grade (if applicable).

No reimbursement will be paid for courses commenced prior to the execution of this Agreement.

To apply for reimbursement, employees must complete a Tuition Reimbursement Application and obtain prior approval through the signature of the Superintendent.

To receive reimbursement, employees must submit a copy of the application, their official grade record or certificate and canceled checks to the Superintendent.

Tuition reimbursement will be made only for the actual cost of the course tuition, books and registration and does not include transportation costs or other attendance fees.

ARTICLE XXV MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the City retains all right of management, including the right to direct employees, to hire, classify, promote, train, transfer, assign and retain employees and to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work, lack of funds, or for causes beyond the City's control; to provide uniforms and equipment when required, to determine organization and budget, to maintain the efficiency of the operations entrusted to the City and to determine the methods, technology, means and personnel by which such operations are to be conducted, including contracting and subcontracting; similarly, to take whatever action may be necessary regardless of prior commitments to carry out the responsibilities of the City in an emergency or any unforeseen combination of circumstances which calls for immediate action.

The City and its management officials have the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement. The City agrees, however, pursuant to the above, that whenever it wishes to transfer an employee from a position identified under Unit C of said plan, it will notify the Union at least thirty (30) days before such transfer is planned to take place.

When a new position is to be established by the City within the scope of Units A or B of the above-mentioned Classification and Compensation Plan, the City agrees to notify the Union of its intent prior to the establishment of said position, for the purpose of negotiating hours, wages and such other working conditions as may be required after consultation with the Union.

ARTICLE XXVI CONTRACT PROVISIONS

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement. All terms and conditions of employment not covered nor abridged by this Agreement shall continue to be subject to the City's exclusive direction and control, and shall not be subject to negotiation during the life of this Agreement. The City shall reimburse the Union for fifty (50%) percent of the cost of printing and make available to the Personnel Department one hundred (100) copies of the contract.

This Agreement cannot be changed, altered or modified, except in writing, signed by both parties, which writing shall be considered as an addendum to this Agreement.

ARTICLE XXVII WORKING OUT OF CLASSIFICATION

Whenever an employee covered by this Agreement is required by a Department Head or his designee in writing or under standard operating procedures to perform the duties normally performed by an employee of a higher grade or classification in the employee's department for more than four (4) hours in any given shift, said employee shall be paid at the higher grade and at the next step rate above the employee's current position. Employees may elect to refuse to perform duties in a higher classification.

ARTICLE XXVIII MISCELLANEOUS ARTICLE

SECTION 1

The Employer will reimburse the employees for special license fees used in the performance of the employee's job. Nurses, Journeyman Electrician, Master Electrician, Journeyman Plumber,

Master Plumber, Master Gas Fitter, Elevator Operator, Treatment Plant Operator, Backhoe Operator, Reg. of Sanitarians and Fireman.

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 or 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.

SECTION 2.

An employee not otherwise scheduled to work who is a witness on behalf of the Commonwealth in a criminal matter pending in any Court of the Commonwealth, as approved by the employee's department head or who is required by official summons or subpoena to testify on matters which are related to the employee's official duties shall be entitled to and shall receive compensation for all hours in attendance, with a minimum of three (3) hours at a time and one-half of the employee's rate of pay.

An employee not otherwise scheduled to work who attends as a witness on behalf of the City in a matter pending before any Court or administrative body of the Commonwealth, as approved by the employee's department head, shall receive compensation for all hours in attendance, with a minimum of three (3) hours at a time and one-half of the employee's rate of pay.

It shall be the policy of the City to recommend to the person who requests that an employee appear in any Civil Court or Agency Hearing in the Commonwealth in any matter related to the employee's department or to the performance of the employee's duties shall be paid by the person making the request which payment shall be no less than the employee's regular rate of pay.

SECTION 3.

All members of the bargaining unit are subject to CORI screening in accordance with the agreement attached hereto effective on the date of execution of the collective bargaining agreement. See Attachment C.

SECTION 4.

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.

SECTION 5.

Employees may be temporarily assigned to light duty in accordance with Attachment B.

**ARTICLE XXIX
PERFORMANCE EVALUATION**

SECTION 1.

In accordance with the provisions of Chapter 767 of the Acts of 1981, there shall be established a performance evaluation system for all employees covered by this Agreement.

SECTION 2.

All employee evaluations shall be in writing and shall be included in the employee's official personnel file.

SECTION 3.

Evaluations shall be completed by the employee's immediate supervisor and approved by the employee's Department Head or designee.

SECTION 4.

Formal evaluations shall be completed at least once per year for each employee but not more than twice per year.

SECTION 5.

Prior to each evaluation period, the supervisor shall meet with the employee and shall inform the employee of the general performance dimensions and procedures to be utilized in evaluating the employee's performance.

SECTION 6.

At the mid-point in the evaluation period, the supervisor shall meet with the employee to review the employee's progress.

SECTION 7.

At the end of the evaluation period, the supervisor shall meet with the employee and inform the employee of the results of the evaluation. The employee shall sign the evaluation and indicate whether the employee agrees or disagrees with the evaluation. If the employee does not agree with the evaluation, he employee has 48 working hours to sign with comments.

SECTION 8.

On or before January 1, 1992, there shall be established a joint labor-management committee of not more than six (6) representatives consisting of three (3) representatives of the

City and three (3) from Local 851, AFSCME, to develop an objective and job-related evaluation format for discussion and review.

SECTION 9.

Any employee, who, as a result of an evaluation pursuant to this Agreement, receives an overall rating of "Requires Improvement", shall have the right to grieve said rating through Step 3 of the grievance procedures. In the event the employee is not satisfied with the grievance response, the employee may file, through Local 851, AFSCME, a request for review of the Step 3 determination. This review shall be conducted by a triparte panel, one person designated by the Director of Labor Relations and Personnel and one person by Local 851, AFSCME, who shall select a third person. In the event the parties are unable to agree, the American Arbitration Association shall be requested to submit a panel of arbitrators pursuant to the rules of the Association.

SECTION 10.

The standard of review to be applied by the panel shall be whether the evaluation rating is arbitrary or discriminatory or whether it is clearly erroneous. The decision of the panel shall be final and binding. The cost of arbitration shall be shared equally between the City and Local 851, AFSCME.

SECTION 11.

The appeal procedures provided in this Agreement shall not be available to any employee who elects to appeal the employee's evaluation rating under the provisions of G.L. Chapter 31, Section 6C.

**ARTICLE XXX
LABOR-MANAGEMENT COMMITTEE**

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 January 14, 2020 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 the Mayor's designee and to the Union for impact bargaining when necessary.

**ARTICLE XXXI
RESIDENCY**

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 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.

Notwithstanding the previous section, every person hired by the City, into the bargaining unit, on or after the signing of this agreement (December 11, 2017) shall remain a resident of New Bedford as a condition of continued employment.

**ARTICLE XXXII
EMERGENCY TELECOMMUNICATIONS DISPATCHERS
(E-911 TELECOMMUNICATIONS)**

SECTION 1.

The hours of the work shall be the following:

A-Relief	12am-8am
B-Relief	8am-4pm
C-Relief	4pm-12am

Effective January 14, 2020, 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.

SECTION 2.

Each of the three reliefs will be divided, by the City, into six (6) groups for the purposes of days off so that each group will work four (4) consecutive days and thereafter be off for two (2) consecutive days in a rotating basis. This four and two (4 and 2) schedule will be patterned

after the schedule of New Bedford police officers; and the assignment to the individual groups will be the responsibility of the Chief or the Chief's designee.

SECTION 3.

Emergency Telecommunications Dispatchers shall be eligible to swap relief provided it occurs within the same pay period with approval of the Chief of Police or the Chief's designee. A failure to work a swap may subject the dispatcher to discipline. In the event failure to work a swap for a second time eligibility shall be suspended permanently.

ARTICLE XXXIII DRUG TESTING

DRUG/ALCOHOL TESTING

1. All CDL employees shall be subject to drug and alcohol testing under policies adopted by the City (see Attachment E).
2. All employees hired after the signing of this contract who operate motor vehicles on a regular basis as a condition of employment shall be subject to the above-referenced policy.
3. All employees hired before the signing of this contract who operate motor vehicles on a regular basis as a condition of employment who have been involved in a motor vehicle accident in which the City has been held liable or has settled a claim shall be subject to drug and alcohol testing on the basis of reasonable suspicion or cause for twenty-four (24) consecutive months from the date of payment.
 - A driver shall submit to testing, upon reasonable cause, when requested to do so by the City.
 - The conduct must be witnessed by at least two supervisors and/or a witness, if feasible. If not feasible, only one supervisor or witness need witness the conduct. The witness or witnesses must have received training in the identification of actions, appearance or conduct of a driver, which are indicative of the use of a controlled substance or alcohol.
 - The documentation of the driver's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier.
 - "Reasonable or suspicious cause" means that the City believes that the actions, appearance or conduct of an on-duty driver are indicative of the use of a controlled substance or alcohol. The witness(es) must directly observe the

behavior. Hearsay or second-hand information is not sufficient cause to require a driver to submit to a drug/alcohol test.

- Once a reasonable or suspicious cause determination is made, it is the responsibility of the City to assure that the driver under suspicion is transported to a specimen collection site to provide a urine sample.

ARTICLE XXXIV TERM AND EFFECT OF AGREEMENT

This Agreement shall be in full force and effect for the term beginning the first day of July 2019 and ending the thirtieth day of June 2022. It shall continue in effect from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the end of the term, or at least sixty (60) days prior to the end of any subsequent yearly period, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the end of the yearly term then in effect; this Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate the Agreement, written notice must be given the other party not less than ten (10) days prior to the desired termination date, which date shall not be before the end of the last completed yearly term of this Agreement.


In the event that any Article or Provision of this Agreement conflicts with the provisions of any statute or law of the Commonwealth of Massachusetts, the latter shall prevail unless otherwise provided in Chapter 150E.

In the event that any Article or Provision of this Agreement conflicts with the provisions of any ordinance, department rule or regulations, or executive order of the City of New Bedford, said Article or Provision of this Agreement shall be given effect during the term of this Agreement.

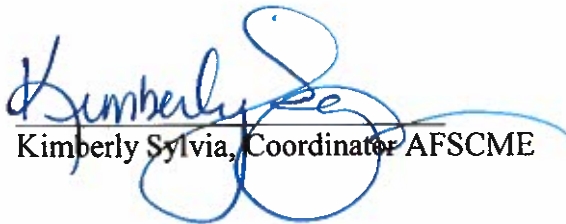
In every instance in which a particular condition of employment is not specifically dealt with and covered by this Agreement, the ordinance, rule, regulation, practice or custom governing or effective with regard to said condition of employment as of the date of this Agreement shall remain in full force and effect. Should any provision of this Agreement be found to be in violation of any Federal or State law, or Civil Service Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representatives on April 26, 2021.

AFSCME, Council 93, Local 851
By:

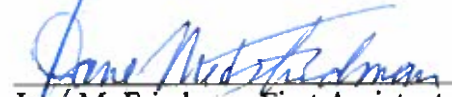

Moe Vezina, Union President

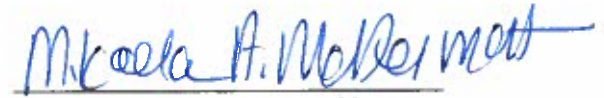

Bruce Bettencourt, Vice-President


Kimberly Sylvia, Coordinator AFSCME

CITY OF NEW BEDFORD
By:


Jonathan F. Mitchell, Mayor


Jané M. Friedman, First Assistant
City Solicitor


Mikaela A. McDermott, City
Solicitor

Attachment A-1

Current Proposed Starting Salary										
	1	2	3	4	5	6	7	8	9	10
		3%	3%	3%	3.5%	3.5%	4%	4%	5%	5%
A	\$ 15.75	\$ 16.22	\$ 16.71	\$ 17.21	\$ 17.81	\$ 18.43	\$ 19.17	\$ 19.94	\$ 20.94	\$ 21.99
B	\$ 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
H	\$ 18.92	\$ 19.49	\$ 20.07	\$ 20.67	\$ 21.39	\$ 22.14	\$ 23.03	\$ 23.95	\$ 25.15	\$ 26.41
I	\$ 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

Current Proposed with 2% COLA - July 1, 2019										
	1	2	3	4	5	6	7	8	9	10
A	\$ 16.07	\$ 16.54	\$ 17.04	\$ 17.55	\$ 18.17	\$ 18.80	\$ 19.55	\$ 20.34	\$ 21.36	\$ 22.43
B	\$ 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	\$ 20.89	\$ 21.51	\$ 22.15	\$ 22.93	\$ 23.74	\$ 24.68	\$ 25.67	\$ 26.96	\$ 28.31
K	\$ 20.79	\$ 21.41	\$ 22.05	\$ 22.72	\$ 23.51	\$ 24.34	\$ 25.31	\$ 26.32	\$ 27.63	\$ 29.01

Attachment A-3

Current Proposed with 1% COLA - July 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	
D	\$ 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	
I	\$ 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	\$ 21.00	\$ 21.62	\$ 22.27	\$ 22.95	\$ 23.75	\$ 24.58	\$ 25.56	\$ 26.58	\$ 27.91	\$ 29.30	

(Handwritten initials)

Attachment A-4

Current Proposed with 1% COLA - July 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
H	\$ 19.68	\$ 20.28	\$ 20.88	\$ 21.50	\$ 22.26	\$ 23.04	\$ 23.96	\$ 24.92	\$ 26.17	\$ 27.48
I	\$ 20.19	\$ 20.79	\$ 21.41	\$ 22.06	\$ 22.83	\$ 23.62	\$ 24.57	\$ 25.55	\$ 26.84	\$ 28.18
J	\$ 20.68	\$ 21.31	\$ 21.95	\$ 22.59	\$ 23.39	\$ 24.22	\$ 25.18	\$ 26.19	\$ 27.50	\$ 28.88
K	\$ 21.21	\$ 21.84	\$ 22.49	\$ 23.18	\$ 23.99	\$ 24.83	\$ 25.82	\$ 26.85	\$ 28.19	\$ 29.59



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.

ATTACHMENT C

**AGREEMENT
CORI CHECKS**

This agreement is entered into on April 6, 2015 by and between the City of New Bedford and Local 851, Council 93, AFSCME.

WHEREAS the City of New Bedford is authorized by DCJIS and M.G.L. Chapter 6, Section 172 to conduct criminal history screening of prospective and current employees, subcontractors, volunteers and interns; and

WHEREAS M.G.L. Chapter 150E, Section 6 requires the employer to bargain about terms and conditions of employment.

NOW THEREFORE in consideration of the promises contained herein, the City and Local 851 AFSCME hereby agree to the following terms and conditions:

1. All members of the bargaining unit are subject to CORI screening in the following categories:
 - The City may receive CORI pertaining to conviction and pending criminal case data for the purpose of screening current and otherwise qualified prospective paramedic staff and volunteers who transport the infirm, deal directly with patients and/or distribute narcotics.
 - The City may access and receive conviction and pending case CORI for the purpose of screening current or otherwise qualified prospective staff who may enter private residences while on municipal business and/or have the opportunity for direct contact with children, disabled persons, or the elderly, such as parks, recreational facilities.
 - The City may access and receive conviction and pending case CORI for the purpose of screening current or otherwise qualified prospective staff of the library who may have direct and unmonitored contact with children.
 - The City may access information on employees in municipal departments who provide medical, psychological and/or rehabilitative services and may receive CORI pertaining to conviction and pending criminal case data for the purpose of screening current and otherwise qualified prospective professionals, staff and volunteers who have the potential for unmonitored access to clients/patients and confidential records.

2. CORI check cannot take place unless the employee signs the required CORI Acknowledgement Form. If an employee refuses to sign the form, he/she will be subject to disciplinary action up to and including dismissal. The Union will be notified, and a meeting will take place to try and resolve the issue, however, the City reserves the right to take whatever steps deemed necessary to comply with the law in this regard.
3. The personnel who are authorized to request, access and review CORI are the Personnel Director and the CORI Clerk. It may, on occasion be necessary for a member of the Personnel Department clerical staff to access CORI information in the absence of the CORI Clerk, all of whom have been trained in accordance with law. A trained, designated Assistant City Solicitor may also review CORI.
4. Procedures to be followed when the subject of a CORI check challenges the accuracy of the CORI are as follows: (a) the employee will be provided with a copy of the CORI and is responsible to check his/her CORI information; (b) it will then be the responsibility of the individual to challenge the information directly to the DCJIS.
5. CORI checks will be kept in a secure file in the Personnel Department, separate from the personnel file.
6. Under circumstances where the results of the CORI calls into question an employee's suitability for continued employment, the individual, with union representation, will meet with the Personnel Director or her designee to determine continued employment in accordance with the attached CORI Policy.
7. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:
 - (a) Relevance of the record to the positions;
 - (b) The nature of the work;
 - (c) time since the conviction;
 - (d) Age at the time of the offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the employee has pending charges;
 - (h) Any relevant evidence of rehabilitation or lack thereof; and
 - (i) Any other relevant information, including information submitted by the employee.

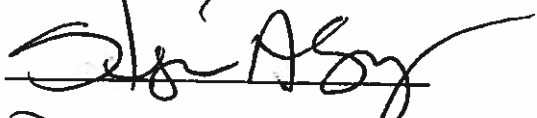
The employee is to be notified of the decision and the basis for it in a timely manner.

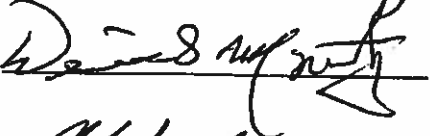
8. CORI is not subject to the public records law and may not be disseminated to unauthorized persons. CORI may always be shared with the individuals to whom it pertains.

Executed in duplicate as an instrument under seal on the date and year herein set forth.

AFSCME, Local 851 Council 93



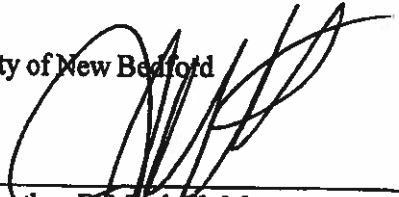








City of New Bedford



Jonathan F. Mitchell, Mayor


Mikaela A. McDermott, City Solicitor

Attachment D

Position Title	New Grade
Supervisors and Advanced Technical Staff	
Collections System Foreman	K
Parks Foreperson	
Sewage Disposal System Maintenance Foreperson	
Street & Sewer Construction Foreperson	
Water Construction Foreperson	
Electrician	J
Project Administrator	
Working Foreperson Diesel Engine Repairperson	
Working Foreperson	
Animal Control Officer	I
Local Building Inspector	
Project Coordinator	
Senior Plumbing & Gas Fitting Inspector	
Supervising Laboratory Technician	
Water Treatment Plant Operator	
Airport Technician	H
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	
Airport Maintenance Person	F
Building Maintenance Person	
Computer Operator	

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Position Title	New Grade
Cross Connection Coordinator	
Special Motor Equipment Operator	
Zoo Caretaker	
Code Enforcement Inspector	E
Environmental Enforcement Inspector	
Hoisting Equipment Operator	
Laboratory Technician	
Library Assistant	
Metal Body Worker Spray Painter	
Motor Equipment Repairperson	
Office Assistant III	
Storekeeper	
Veteran's Benefit Investigator	
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	B
Maintenance Person	
Watchperson	
Water System Maintenance Worker	
Building Custodian	A
Cashier	
Cemetery Maintenance Worker	
Garage Attendant	
Motor Equipment Operator	
Park Maintenance Worker	
Van Driver	

(158)

Attachment E

ACKNOWLEDGEMENT

CITY OF NEW BEDFORD

DRUG AND ALCOHOL TESTING POLICY

I, _____, acknowledge receipt of the City of New Bedford's
(please print name)

Drug and Alcohol Testing Policy and have read its contents.

Employee Signature

Department

Date

CITY OF NEW BEDFORD

DRUG AND ALCOHOL TESTING POLICIES

1. All Commercial Driver's License (CDL) and Commercial Learner's Permit (CLP) employees shall be subject to drug and alcohol testing under policies adopted by the City (see attached).
2. Effective January 6, 2020, all CDL and CLP employees shall be required to participate in the U.S. Department of Transportation (DOT) Federal Motor Carrier Safety Administration (FMCSA) Commercial Driver's License Drug and Alcohol Clearinghouse under the FMCSA regulations in 49 CFR part 382, subpart G. <https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr;sid=7be618c5eb56986bf8b5bd134450b9f3;rgn=div5;view=text;node=49%3A5.1.1.2.25;idno=49;cc=ecfr%20-%20sp49.5.382.g#sp49.5.382.g> Failure to comply with the requirements of 49 CFR part 382, subpart G, which results in the employee's removal from Safety-Sensitive Functions, may result in discipline up to and including termination of employment with the City.
3. All employees hired before March 30, 2000 who operate motor vehicles on a regular basis as a condition of employment who have been involved in a motor vehicle accident in which the City has been held liable or has settled a claim shall be subject to drug and alcohol testing on the basis of reasonable suspicion or cause for twenty-four (24) consecutive months from the date of payment.
 - A driver shall submit to testing, upon reasonable cause, when requested to do so by the City.
 - The conduct must be witnessed by at least two supervisors and/or a witness, if feasible. If not feasible, only one supervisor or witness need witness the conduct. The witness or witnesses must have received training in the identification of actions, appearance or conduct of a driver which are indicative of the use of a controlled substance or alcohol.
 - The documentation of the driver's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier.
 - "Reasonable or suspicious cause" means that the City believes that the actions, appearance or conduct of an on-duty driver are indicative of the use of a controlled substance or alcohol. The witness(es), who have received training in the identification of said actions, must directly observe the behavior. Hearsay or second-hand information is not sufficient cause to require a driver to submit to a drug/alcohol test.
 - Once a reasonable or suspicious cause determination is made, it is the responsibility of the City to assure that the driver under suspicion is transported to a specimen collection site to provide a urine sample.

ACKNOWLEDGEMENT

CITY OF NEW BEDFORD

DRUG AND ALCOHOL TESTING POLICY

I, _____, acknowledge receipt of the City of New Bedford's
(please print name)
Drug and Alcohol Testing Policy and have read its contents.

Employee Signature

Department

Date

CITY OF NEW BEDFORD

DRUG AND ALCOHOL TESTING POLICIES

1. All Commercial Driver's License (CDL) and Commercial Learner's Permit (CLP) employees shall be subject to drug and alcohol testing under policies adopted by the City (see attached).
2. Effective January 6, 2020, all CDL and CLP employees shall be required to participate in the U.S. Department of Transportation (DOT) Federal Motor Carrier Safety Administration (FMCSA) Commercial Driver's License Drug and Alcohol Clearinghouse under the FMCSA regulations in 49 CFR part 382, subpart G. <https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr;sid=7be618c5eb56986bf8b5bd134450b9f3;rgn=div5;view=text;node=49%3A5.1.1.2.25;idno=49;cc=ecfr%20-%20sp49.5.382.g#sp49.5.382.g> Failure to comply with the requirements of 49 CFR part 382, subpart G, which results in the employee's removal from Safety-Sensitive Functions, may result in discipline up to and including termination of employment with the City.
3. All employees hired before March 30, 2000 who operate motor vehicles on a regular basis as a condition of employment who have been involved in a motor vehicle accident in which the City has been held liable or has settled a claim shall be subject to drug and alcohol testing on the basis of reasonable suspicion or cause for twenty-four (24) consecutive months from the date of payment.
 - A driver shall submit to testing, upon reasonable cause, when requested to do so by the City.
 - The conduct must be witnessed by at least two supervisors and/or a witness, if feasible. If not feasible, only one supervisor or witness need witness the conduct. The witness or witnesses must have received training in the identification of actions, appearance or conduct of a driver which are indicative of the use of a controlled substance or alcohol.
 - The documentation of the driver's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier.
 - "Reasonable or suspicious cause" means that the City believes that the actions, appearance or conduct of an on-duty driver are indicative of the use of a controlled substance or alcohol. The witness(es), who have received training in the identification of said actions, must directly observe the behavior. Hearsay or second-hand information is not sufficient cause to require a driver to submit to a drug/alcohol test.
 - Once a reasonable or suspicious cause determination is made, it is the responsibility of the City to assure that the driver under suspicion is transported to a specimen collection site to provide a urine sample.

CITY OF NEW BEDFORD

DRUG AND ALCOHOL TESTING POLICY FOR EMPLOYEES IN POSITIONS REQUIRING A COMMERCIAL DRIVER'S LICENSE (CDL) OR COMMERCIAL LEARNER/S PERMIT (CLP) AND WHICH ARE DEFINED AS SAFETY-SENSITIVE

POLICY

It is the policy of the City of New Bedford to ensure that its employees are provided a safe and healthful workplace for the conduct of City business and that they are not impaired by alcohol and/or drug abuse. In keeping with this policy, employees are required to report to work fit for duty and to refrain from activities during the workday which would impair their abilities to perform their duties.

This policy provides for drug testing for five controlled substances (marijuana, cocaine, opiates, amphetamines and phencyclidine), as well as breath testing for alcohol. This policy is promulgated under the independent authority of the City of New Bedford and complies with the Department of Transportation regulations concerning drug and alcohol testing of those Commercial Driver's License (CDL) and Commercial Learner's Permit (CLP) employees required to be tested under the applicable Federal regulations.

PROHIBITED CONDUCT

Conduct that is prohibited by this policy includes:

Reporting for duty with an alcohol concentration of 0.04 or greater. This constitutes grounds for immediate termination.

Possession of alcohol while on duty.

Use of alcohol while on duty.

Use of alcohol within four hours prior to reporting for duty.

Use of alcohol within eight hours following an accident if the accident involved the loss of human life, or if the operator received a citation under State or City law for a moving violation arising from the accident.

Refusal to submit to a required alcohol or controlled substance test or tampering with samples offered at such a test.

Use or possession of controlled substances at any time except when the use is pursuant to the instructions of a physician who has advised the employee that the substance, does not adversely affect the employee's ability to safely operate a commercial motor vehicle.

Where there are legal differences in the requirements under the Omnibus Transportation Act and this policy, the Act takes precedence.

TESTING

The circumstances under which a Commercial Driver's License or Commercial Learner's Permit driver will be tested for alcohol and/or controlled substances under this policy are:

Pre-employment
Random
Reasonable suspicion
Post-accident
Return to duty/Follow-up

PROCEDURES

The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee are as follows:

Testing will be conducted by trained personnel using procedures required by the U.S. Department of Health and Human Services.

Testing and analysis will be conducted in conformance with the Federal Department of Transportation regulations, copies of which may be viewed in the Personnel Department.

Testing will be conducted in as private a manner as practical.

Although records maintained by the City of New Bedford will remain confidential, such records may be used in legal proceedings in defense of the City of New Bedford.

Testing is mandatory. The refusal to submit to any of the tests identified above will be considered a positive test result and result in termination.

PRE-EMPLOYMENT DRUG AND ALCOHOL TESTING

Applicability

All persons making application with the City of New Bedford for positions which require a Commercial Driver's License (CDL) or Commercial Learner's Permit (CLP). It also applies to all current City of New Bedford employees who seek a position which requires a Commercial Driver's License (CDL) or Commercial Learner's Permit (CLP).

Policy

It is a requirement of the Federal Department of Transportation that applicants who are hired into or employees who seek a promotion to a position with the City of New Bedford which requires a Commercial Driver's License (CDL) or Commercial Learner's Permit (CLP) must submit to alcohol and controlled substances testing prior to assuming the duties of the position.

Procedures

As a result of such testing if the determination of either test is positive, the employee will be terminated. The employee will be referred to the Employee Assistance Program for evaluation and introduction into a program of treatment and counseling, which *may* lead to reinstatement under M.G.L. Chapter 31.

In order to be considered for reinstatement, the employee must have successfully completed the following:

Substance abuse evaluation
Rehabilitation, when necessary

A return-to-duty controlled substance and/or alcohol test, which may be observed when necessary (An observed drug test means a technician will be present during the collection of a sample)

If either the return to duty controlled substance test is positive or the result of the alcohol test is 0.02 or above, the employee will not be considered for reinstatement. If the result of both tests is negative, the employee *may* be considered for reinstatement.

Refusal to submit to testing of breath and/or urine for alcohol and/or drugs is considered a positive result and will result in termination.

Should the employee dispute the positive result of a controlled substance test, he/she may request that a second test be performed on the split sample specimen. The test will be performed at the employee's expense, and payment in advance of the test will be required by the Contractor.

In those situations where an applicant for employment either refuses to be tested or tests positive, the conditional offer of employment by the City of New Bedford will be withdrawn.

RANDOM DRUG AND ALCOHOL TESTING

Applicability

All persons who hold a Commercial Driver's License (CDL) or Commercial Learner's Permit (CLP), based upon job description requirements, including working out of class.

Policy

It is a requirement of the Federal Department of Transportation that these employees be subject to random alcohol and controlled substance testing.

If an employee subject to random testing has positive results on the alcohol test, he/she is not to be allowed to drive back to their home or to the workplace.

Procedures

When reporting for the testing employees must present their Commercial Driver's License or Commercial Learner's Permit as their identification.

As the result of such testing if the determination of either test is positive, the following steps will be taken:

Alcohol Testing

If the screening alcohol test results in a breathalyzer reading above 0.02, the employee will be retested within 15-20 minutes. If the results of the confirmation alcohol test show a 0.020 - 0.039 breathalyzer reading the employee will be removed from safety sensitive duties for a minimum of 24 hours. The employee will be allowed to use any available accumulated sick, vacation or personal leave during the removal period and is subject to a return to duty test.

If the test confirmation result is 0.04 or higher blood alcohol level, the employee will be terminated and referred to the Employee Assistance Program for possible reinstatement as outlined on Page 5.

Controlled Substances

If the results of the controlled substances test are positive, the employee will be terminated and referred to the Employee Assistance Program as outlined on Page 5.

REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

Applicability

All employees holding a Commercial Driver's License (CDL) or Commercial Learner's Permit (CLP).

Policy

It is a requirement of the Federal Department of Transportation that the above employees be subject to reasonable suspicion alcohol and drug testing

If an employee tests positive on the alcohol test or controlled substance test, he/she is not to be allowed to drive back home or to the workplace and will be terminated. The employee will be referred to the Employee Assistance Program as outlined on Page 5.

Procedures

An employee shall be required to submit to alcohol and drug testing when there is a reasonable suspicion that he/she is using or is under the influence of a prohibited drug. Reasonable suspicion shall be based upon specific behavioral or performance indicators of probable prohibited alcohol and drug use. A witness or witnesses to reasonably suspicious behavior must have received training in the identification of actions, appearance or conduct of a driver which are indicative of the use of a controlled substance or alcohol.

When reporting for testing, employees must present their Commercial Driver's License (CDL) or Commercial Learner's Permit (CLP) as their identification.

As the result of such testing if the determination of either test is positive, the following steps will be taken:

Alcohol Testing

If the screening alcohol test results in a breathalyzer reading above 0.02, the employee will be retested within 20 minutes. If the confirming alcohol test results in a breathalyzer reading, of 0.02 - 0.039, the employee will be removed from safety sensitive duties for a minimum of 24 hours. The employee will be allowed to use any available accumulated sick, vacation or personal leave during the removal period and is subject to a return to duty test.

If the confirming test result is 0.04 or higher, the employee will be terminated and referred to the Employee Assistance Program as outlined on Page 5.

Controlled Substances

If the results of the controlled substances test are positive, the employee will be terminated and referred to the Employee Assistance Program as outlined on Page 5.

POST ACCIDENT DRUG AND ALCOHOL TESTING

Applicability

All employees holding a Commercial Driver's License (CDL) or Commercial Learner's Permit (CLP).

Policy

It is a requirement of the Federal Department of Transportation that the above employees be subject to post-accident alcohol and drug testing under the following conditions:

- * When the accident has involved a fatality; or
- * When the accident results in a citation being issued to the employee; and either of the following occurs:
 - (a) bodily injury has occurred to any party involved requiring medical attention away from the scene of the accident; or
 - (b) one or more motor vehicles involved in the accident has sustained damage which requires one or more of the motor vehicles to be towed away.

If an employee tests positive on the alcohol test or controlled substance test, he/she is not allowed to drive back home or to the workplace.

Procedures

In all cases, all work-related activity being performed by City of New Bedford employees is to cease immediately. The driver of the vehicle is to be transported to the designated testing site. The driver is not to transport himself/herself to the testing site in either a privately owned or City of New Bedford owned vehicle.

The driver is prohibited from consuming alcohol for eight hours following the accident, or until a post-accident alcohol test has been performed. When reporting for the testing, employees must present their Commercial Driver's License (CDL) or Commercial Learner's Permit (CLP) as their identification. As the result of such testing if the determination of either test is positive, the following steps will be taken:

Alcohol Testing

If the screening alcohol test results in a breathalyzer reading above 0.02, the employee will be retested within 15-20 minutes. If the results of the confirmation alcohol test show a 0.02 - 0.039 breathalyzer reading, the employee will be removed from safety sensitive duties for a minimum of 24 hours. The employee will be allowed to use any available accumulated sick, vacation or personal leave during the removal period and is subject to a return to duty test.

If the test confirmation result is 0.04 or higher blood alcohol level, the employee will be terminated and referred to the Employee Assistance Program as outlined on Page 5.

Controlled Substances

If the result of the controlled substances test is positive, the employee will be terminated and referred to the Employee Assistance Program for possible reinstatement as outlined on Page 5.

Should the employee dispute the positive result of a controlled substance test, he/she may request that a second test be performed on the split sample specimen. The test will be performed at the employee's expense, and payment in advance of the test will be required by the Contractor.

If the employee returns to work, he/she will again be subject to all aspects of alcohol and controlled substances testing under the Federal Department of Transportation rules. This will include follow-up testing as well as continued participation in the random testing pool.

CDL DRUG & ALCOHOL CLEARINGHOUSE – EFFECTIVE 1/6/20

Applicability

Current and prospective employees with a Commercial Driver's License (CDL) or Commercial Learner's Permit (CLP) who hold a position requiring said licensure or are being considered for a position requiring a Commercial Driver's License (CDL) or Commercial Learner's Permit (CLP).

Policy

Current and prospective Commercial Driver's License (CDL) or Commercial Learner's Permit (CLP) employees shall be required to participate in the U.S. Department of Transportation (DOT) Federal Motor Carrier Safety Administration (FMCSA) Commercial Driver's License Drug and Alcohol Clearinghouse under the FMCSA regulations in 49 CFR part 382 subpart G. The Clearinghouse is an electronic database containing records of drug and alcohol violations and all reporting requirements will be conducted by our Third-Party Administrator.

Procedures

Full Query:

New hires, or current employees being promoted to a position which requires a Commercial Driver's License (CDL) or Commercial Learner's Permit (CLP) and have a Commercial Driver's License (CDL) or Commercial Learner's Permit (CLP), will need to register with the Clearinghouse and provide electronic consent for the City to conduct a full query of the Clearinghouse database. A full query provides specific violation information in the employee's Clearinghouse record.

Limited Query:

At least once a year, the City is required to conduct a limited query on all Commercial Driver's License (CDL) and Commercial Learner's Permit (CLP) employees. A limited query requires written consent and does not provide specific violation information, only that there is information that exists in the database. If a limited query shows that information exists, the City is then required to obtain the employee's electronic consent to conduct a full query. The full query must be conducted, and results must be obtained within 24 hours or the driver is not allowed to perform any safety-sensitive functions.

Removal from Safety-Sensitive functions required if:

- Driver refuses to sign limited query consent form
- Driver refuses to authorize full query consent in Clearinghouse
- 24 hours elapses before full query is authorized and results are obtained
- Result of full query requires removal

Removal from Safety-Sensitive functions may result in termination of employment.

The City's Third-Party Administrator is required to report the following violations to the Clearinghouse:

- An alcohol confirmation test result with an alcohol concentration of 0.04 or greater
- A negative return-to-duty test result
- An "Actual Knowledge" violation, as defined in §382.107
- A report that the driver successfully completed all follow-up tests as ordered by the Substance Abuse Professional

The medical review officer (MRO) is required to report the following information to the Clearinghouse:

- Verified positive drug test results
- Refusal-to-test determination based on the employee's inability to provide a sufficient specimen for testing, or the adulteration or substitution of a specimen

The substance abuse professional (SAP) is required to report to the Clearinghouse for each driver who has completed the return-to-duty process in accordance with 49 CFR part 40:

- SAP's contact information
- Driver's name, date of birth, CDL number and State of issuance
- Date of initial substance abuse professional assessment
- Date the SAP determined the driver demonstrated successful compliance with return-to-duty requirement and was eligible for return-to-duty testing

Drivers will be able to electronically access their Clearinghouse records or determine the status of information in their records at no cost. Drivers will need to register in the Clearinghouse in order to access their information. The Clearinghouse allows drivers to request corrections on their record. Drivers may challenge only the accuracy of information reported, not the accuracy or validity of test results or refusals.



DOT Drug Testing: On and After October 1, 2010 – Still a 5-Panel

The DOT testing at HHS-certified laboratories will continue to be a 5-panel drug test regimen, on and after October 1, 2010. The 5-panel regimen will remain:

- Marijuana (THC)
- Cocaine
- Amphetamines
- Opiates
- Phencyclidine (PCP)

Under Opiates, DOT testing has always included confirmatory testing, when appropriate, for Codeine, Morphine, and 6-AM (heroin). Under Amphetamines, DOT testing has always included confirmatory testing, when appropriate, for Amphetamine and Methamphetamine. To this Amphetamines group, we are adding initial testing for MDMA and confirmatory testing for MDMA, MDA, & MDEA.

Broken out, here's what drug testing will look like effective October 1st, with the confirmatory testing in **red** being new. [NOTE: Laboratories have always conducted confirmatory testing for 6-AM, when appropriate.]

- Marijuana (THC)
- Cocaine
- Amphetamines
 1. Amphetamine
 2. Methamphetamine
 3. **MDMA**
 4. **MDA**
 5. **MDEA**
- Opiates
 1. Codeine
 2. Morphine
 3. 6-AM (heroin)
- Phencyclidine (PCP)

What does this mean for collectors, laboratories, MROs, and employers on and after October 1st for DOT testing?

- Collectors will continue to check the 5-panel box in Step 1 of the CCF: That is, the box specified for "THC, COC, PCP, OPI, AMP."
- Laboratories will continue to report to MROs the specific drugs / drug metabolites they confirm as positive; and laboratories will be adding MDMA, MDA, and MDEA confirmed positives, as appropriate.
- Laboratories will add – on their semi-annual reports to DOT and their semi-annual reports to employers – MDMA, MDA, and MDEA confirmed positive totals, as appropriate, under Amphetamines.
- MROs will continue to report to employers the specific drugs / drug metabolite they verify as positive; and MROs will be adding MDMA, MDA, and MDEA verified positives, as appropriate.
- Employers will continue to provide – on their annual MIS reports – the number of verified positive drug test results in each testing category (i.e., Marijuana, Cocaine, Amphetamines, Opiates, and PCP).

For additional clarification, please contact Mark Snider at 202 366 3784 or mark.snider@dot.gov.