

Memorandum of Agreement
Between
The City of New Bedford
And
American Federation of State, County and Municipal Employees,
AFL-CIO, State Council 93, Local 851
October 5, 2021

WHEREAS, on or about August 24, 2021, the City of New Bedford (“City”) provided notice to American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 851 (“Union”) that it was contemplating implementing a policy on COVID-19 vaccine disclosure/mandatory testing for COVID-19 (hereinafter the “Policy”); and

WHEREAS, the City and the Union engaged in bargaining over the Policy;

NOW THEREFORE, the Parties hereby agree as follows:

1. Vaccine Verification or Required Testing for COVID-19:

Effective Friday October 22, 2021, the Union agrees to accept the Policy, in which employees in positions represented by the Union shall be required to verify their COVID-19 vaccination status; and any employee who does not verify that they are fully vaccinated against COVID-19 will be required to submit proof of a negative COVID-19 screening. However, while the Policy requires that employees who have not provided proof of vaccination submit proof of a negative COVID-19 screening test every Monday by noon, it is agreed that employees who have not provided proof of vaccination shall submit proof of a negative COVID-19 screening test by noon on the employee’s first workday of every week.

Due to anticipated disruptions in the workplace, the provision in the Policy regarding in-house testing and 1-hour per week of paid leave to acquire testing is not applicable to employees in positions represented by the Union.

Employees who choose to remain unvaccinated shall upload their test results weekly by noon each Monday, or by noon on the employee’s first workday each week if the employee’s first day is not Monday, to the Personnel Office, in accordance with procedures that will be provided by the Personnel Director. Employees who choose to remain unvaccinated have options for testing available through the State’s Stop the Spread website and also through their local pharmacy, or their physician. The Union further agrees that the City has satisfied its bargaining obligations under M.G.L. c. 150E associated with implementation of the Policy.

2. COVID-19 Sick Leave:

Commencing May 28, 2021 through April 1, 2022 employees have the ability to use Massachusetts COVID-19 Emergency Paid Sick Leave of up to 40 hours of Leave (\$850), for the reasons specified under the terms of Chapter 16 of the Acts of 2021 (An Act

Providing for Massachusetts COVID-19 Emergency Paid Sick Leave), which was enacted by the Legislature and signed by Governor Baker, effective May 28, 2021, and amended on September 29, 2021 pursuant to Chapter 55 of the Acts of 2021 (An Act Extending COVID-19 Massachusetts Emergency Paid Sick Leave. Such days shall be referred to as “Massachusetts COVID-19 Emergency Paid Sick Leave”.

For those employees with a remaining balance of Massachusetts COVID-19 Emergency Paid Sick Leave, as of April 1, 2021, or upon the earlier depletion of the Massachusetts COVID-19 Emergency Paid Sick Leave fund, the City will allow employees to access City COVID-19 Sick Leave through June 30, 2021, for the balance of the employee’s Massachusetts COVID-19 Emergency Paid Sick Leave (up to 40 hours). The use of said City COVID-19 Sick Leave shall be limited to the reasons specified below for the use of City COVID-19 Sick Leave.

In addition to the leave provided above, the Parties agree that upon execution of this Agreement, the City shall establish a balance of five (5) workdays (not to exceed 40 hours) of City COVID-19 Sick Leave for the period commencing the effective date of this agreement through June 30, 2022. Such days shall be referred to as “City COVID-19 Sick Leave” and may be used for the following reasons:

- a. Up to (1) one day of City COVID-19 Sick Leave may be used if the employee is unable to work or telework due to symptoms experienced after receiving a COVID-19 vaccine dose;
 - b. A COVID-19 vaccinated employee who tests positive for COVID-19 and is subject to a federal, state, or local quarantine or isolation order;
 - c. Up to one (1) day of City COVID-19 Sick Leave may be used by a COVID-19 vaccinated employee if said employee is unable to work or telework due to symptoms experienced after receiving a COVID-19 vaccine booster;
 - d. Employees who were fully vaccinated, prior to the date of this agreement, shall be entitled to use up to (1) one day of City COVID-19 Sick Leave to restore up to one (1) day of sick time if the employee used sick time because they were unable to work or telework due to symptoms experienced after receiving a COVID-19 vaccine dose.
 - e. Massachusetts COVID-19 Emergency Paid Sick Leave shall be utilized prior to accessing City COVID-19 Sick Leave.
3. Vaccinated Employee Incentive: Fully vaccinated employees, who submit vaccination documentation to the Personnel Office no later than December 1, 2021, shall be entitled to one (1) additional Personal day for the 2022 calendar year. This benefit shall not be reoccurring and shall not set a precedent.
 4. Severability: If any term(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity or enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be deemed modified to the extent necessary to make it or them enforceable.

Agreed to by the Parties on the date(s) indicated below.

City of New Bedford

AFSCME Council 93, Local 851



Jonathan Mitchell, Mayor

Date: 10/8/21



Maurice Vezina, President

Date: 10/8/21