

Memorandum of Agreement
Between
The City of New Bedford
And
The New Bedford Police Union
November 15, 2021

WHEREAS, on or about August 23, 2021, the City of New Bedford ("City") provided notice to the New Bedford Police Union ("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 November 15, 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. Acceptable tests include Polymerase Chain Reaction (PCR) testing and/or rapid PCR testing. Acceptable tests do not include rapid antigen testing or antibody testing.

Employees who choose to remain unvaccinated shall upload their test results weekly by noon each Monday, or by noon on the employee's first tour of duty 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 may also have options for testing through their local pharmacy, or their physician. Subject to the needs of the police department, an unvaccinated employee may be permitted to go for testing required by the Policy to a site within the City of New Bedford during the employee's shift.

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 at the employee's regular (straight time) pay, 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".

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 (8 hours) 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 (8 hours) 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 (8 hours) of City COVID-19 Sick Leave to restore up to one (1) day (8 hours) 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.

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 20, 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.

5. Revisitation: The parties may review the changing situation with COVID-19 after June 30, 2022 unless the parties agree to review the situation earlier. (This is not a reopener of this Memorandum of Agreement or the City's policy.)

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

City of New Bedford


Jonathan Mitchell, Mayor

Date: 12/2/21


New Bedford Police Union


Henry Turgeon, President

Date: _____

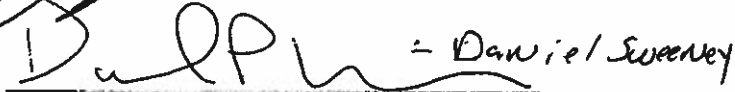

James Estrella Vice President
James Estrella



David Jorge

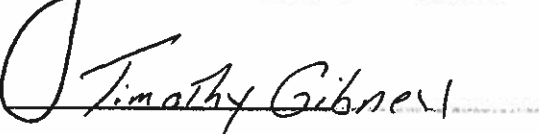

David Michalski


Donald Williams

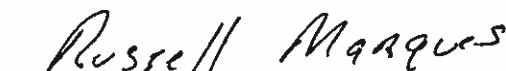

Michael Baswell


Daniel Sweeney


Jason Orlando


Timothy Gibney


Kelly Almeida


Russell Marques