



**New Bedford Harbor Development Commission
Employee Handbook**

Effective Date: April 1, 2011

TABLE OF CONTENTS

Section 1: Introduction..... 3

Section 2: Hiring Process..... 3

Section 3: Employment Classifications..... 3

Section 4: Job Responsibilities and Performance Goals..... 4

Section 5: Annual Performance Review.....4

Section 6: Cost of Living Adjustments..... 4

Section 7: Salary Increases / Promotion..... 5

Section 8: Salary Decreases / Demotion & Termination..... 5

Section 9: Holidays..... 5

Section 10: Vacation..... 6

Section 11: Personal Days.....6

Section 12: Sick Time..... 6

Section 13: Sick Leave Incentive..... 7

Section 14: Insurance..... 7

Section 15: Retirement.....7

Section 16: Longevity..... 7

Section 17: Bereavement Leave..... 8

Section 18: Dress Code..... 8

Section 19: Affirmative Action / Equal Opportunity Employer..... 9

Section 20: Cell Phone Policy..... 9

Section 21: Drug Testing Policy..... 9

Section 20: City of New Bedford, Employee Policies & Procedures..... 9

Section 22: Amendments to the HDC Employee Handbook.....10

List of Attachments.....10

Section 1: Introduction

The New Bedford Harbor Development Commission (hereinafter referred to as the “HDC”) pursuant to its authority under Chapter 762 of the Acts of 1957 created this Employee Handbook as the by-laws for HDC personnel.

Per Rules and Regulations, Section 19.1, all personnel matters must be brought before HDC Commissioners (hereinafter referred to as the “Commission”).

Section 2: Hiring Process

Positions are filled in accordance with the employment categories sited in Section 3. All open positions must be announced under a fair and open process. All applicants must complete a job application form (Attachment 1). Interviews and selection are conducted as determined by the Commission.

The Commission reserves the right to create or remove positions per a majority vote.

Section 3: Employment Classifications

Category 1: Contracted Employees

The Contracted Employees category represents those employees that are employed by the HDC under a negotiated contract. All terms and conditions of the said contract apply. The Commission reserves the right to re-negotiate terminated contracts. The position of Executive Director shall be a Category 1 employee.

Category 2: Full Time Salary

The Full Time Salary employment category requires a minimum workweek of 40 hours. No financial compensation is provided for working more than 40 hours. Salaries are negotiated at the time of hire and must be approved by the Commission per a majority vote.

Category 3: Full Time Hourly Pay Rate

The Full Time Hourly Pay Rate employment category requires a minimum workweek of 35 hours. Hourly pay rates are negotiated at the time of hire and must be approved by the Commission per a majority vote. If approved by the Commission and the Executive Director, the employee can receive time and one half of his/her regular rate of pay for work performed in excess of 40 hours per week. The employee must fill out a time sheet.

Category 4: Part-time / Seasonal

The Part-time seasonal employment category requires a negotiated workweek for part time or seasonal work. Hourly pay rates are negotiated at the time of hire and must be approved by the Commission per a majority vote. If approved by the Commission and Executive Director, the employee can receive time and one half of his/her regular rate of pay for work performed in excess of 40 hours per week. The employee must fill out a time sheet.

Interns fall under this category of work. Interns that are hired without a pay rate can be hired at the discretion of the Executive Director. The Commission must approve the pay arrangement for those interns that will receive an hourly wage or fixed pay for service.

Section 4: Job Responsibilities and Performance Goals

The duties and performance criteria of Category 1 employees are fixed under contract.

The Executive Director shall provide each Category 2, 3 and 4* employee with a documented job description that includes a set of performance goals. The performance goals will be based on achieving job responsibilities and developing employee skills and competencies. These objectives will help the employee improve his/her performance in his/her current position and will also prepare him/her for future assignments and greater responsibility.

The Executive Director will meet regularly with each Category 2, 3, and 4* employees to ensure performance goals are being achieved.

*This does not apply to seasonal employees. Such employees will be hired to meet seasonal and temporary needs of the HDC as approved by the Commission. Job responsibilities will reflect those needs.

Job descriptions are subject to change based on the needs of the HDC and the increased competency of the employee. Changes in job descriptions that do not impact payroll can be made at the discretion of the Executive Director.

Section 5: Annual Performance Review

On an annual basis, the Executive Director will prepare a documented evaluation of each Category 1, Category 2, Category 3, and Category 4* employee. The evaluation will be provided to the Commission for review. The employee has the right to document a response to the evaluation and present his/her response to the Commission. The Commission evaluates the performance of the Executive Director to ensure contract obligations are upheld.

* An Annual Performance review will not be required for seasonal employees. An evaluation of performance will go on file at the end of term of hire.

Section 6: Cost of Living Adjustments

Category 1 employees are subject to the terms and conditions of their negotiated contract. Category 1 employees receive pay increases as structured in the terms of the contract. Category 1 employees are exempt from any pay freezes approved by the Commission. The terms of the contract apply under all circumstances.

On an annual basis, the commission will obtain that years expected cost of living increase (COI), and at their discretion, based on factors determined by the commission, may adjust salaries for Category 2, Category 3, Category 4 employees, to a limit not to exceed that year's COI.

Section 7: Salary Increases / Promotion

Salary increases for Category 1 employees are fixed under contract.

Salary increases and promotions for Category 2, 3, and 4 employees shall not be automatic, but shall depend upon increased service value of the employee as exemplified by length of service, performance record, special training undertaken, demonstrated ability to exceed performance goals or other pertinent evidence. The Commission must approve all promotions and associated salary increases.

In the event of a promotion, the Executive Director shall provide the employee with a new job description and a revised set of performance goals.

Section 8: Salary Decreases / Demotion & Termination

Termination policies for Category 1 employees are fixed under contract.

If Category 2, 3, and 4 employees fail to meet the performance goals of his/her position and/or has displayed misconduct he/she may be demoted and/or terminated. The Commission must approve all demotions, terminations, and associated salary decreases.

In the event of a demotion, the Executive Director shall provide the employee with a new job description and a revised set of performance goals.

The Commission reserves the right to terminate employment due to budget constraints.

Section 9: Holidays

Category 1 employees are subject to the terms and conditions of their negotiated contract.

Category 2 employees receive thirteen and one-half paid holidays per year:

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
Friday After Thanksgiving
Christmas Day

Good Friday afternoon, and the half workdays before Christmas and New Year's Day shall be paid half holidays.

Category 4 employees do not receive paid holidays. Said employees may take unpaid holidays as approved by the Executive Director.

Section 10: Vacation

The Executive Director expressly reserves the right to prior approval of vacation dates and to reject requests for the same when it is in the best interest of the HDC.

Category 1 employees are subject to the terms and conditions of their negotiated contract.

Category 2 employees earn two weeks vacation after completion of six consecutive months of service as of July 1. Category 2 employees earn three weeks vacation after five years of service, four weeks vacation after ten years of service, and five weeks vacation after twenty years of service. If approved by the Executive Director, Category 2 and Category 3 employees may take unpaid vacation.

Category 2 and Category 3 employees shall be entitled to a payout of any unused vacation time existing at the time of their termination or retirement.

Category 4 employees do not receive paid vacation. Said employees may take unpaid vacation as approved by the Executive Director.

Section 11: Personal Days

Category 1 employees are subject to the terms and conditions of their negotiated contract.

Category 2 and Category 3 employees receive 4 personal days per year.

Category 4 employees do not receive paid personal days. Said employees may take unpaid personal days as approved by the Executive Director.

Section 12: Sick Time

Category 1 employees are subject to the terms and conditions of their negotiated contract.

Category 2 and Category 3 employees accumulate sick leave credit with pay at the rate of 1-¼ workdays for each full calendar month of employment. Sick leave credit begins the first day of the month in which a new employee is employed. Sick leave may be accumulated up to 180 days. If an employee has accrued 180 days sick time, they may use sick leave credits accrued between January 1st of the current year and January 1st of the next year, but cannot carry more than 180 days sick leave over to the following year. No employee shall be paid more than 180 days in Severance Pay.

Category 4 employees do not receive paid sick days. Said employees may take unpaid sick time in the event of illness.

Section 13: Sick Leave Incentive

Category 1 employees are subject to the terms and conditions of their contract.

Category 2 & Category 3 employees will be provided with an incentive for attendance as of November 15 of each year as follows:

0 Days Sick Leave:	\$300.00
1 Days Sick Leave:	\$200.00
2 Days Sick Leave:	\$150.00
3 Days Sick Leave:	\$100.00
4 Days Sick Leave:	\$50.00
> 5 Days Sick Leave:	\$0.00

Category 4 employees cannot receive sick leave incentive

Section 14: Insurance

Category 1 employees are subject to the terms and conditions of their negotiated contract.

Category 2 and Category 3 employees are entitled to family or other membership in the City of New Bedford's health and life insurance plans effective upon date of employment at the same level of contribution as established for all City employees.

Category 4 employees do not receive an insurance package.

Section 15: Retirement

Category 1 employees are subject to the terms and conditions of their negotiated contract.

Category 2 and Category 3 employees shall be required to participate in the City's retirement program effective upon date of employment at the same level of contribution as established for all City employees.

Category 4 employees do not pay into the City's retirement program.

Section 16: Longevity

Category 1 employees are subject to the terms and conditions of their negotiated contract.

Category 2 and Category 3 employees will be entitled to the following payments based on his/her continuous length of service:

10 through 14 years of service as of November 30 of the calendar year:	\$450.00
15 through 19 years of service as of November 30 of the calendar year:	\$550.00
20 through 29 years of service as of November 30 of the calendar year:	\$650.00
30 through 34 years of service as of November 30 of the calendar year:	\$850.00
More than 35 years of service as of November 30 of the calendar year:	\$1,000.00

Category 4 Employees do not receive longevity payments.

Section 17: Bereavement Leave

Category 1 employees are subject to the terms and conditions of their negotiated contract.

Category 2 and Category 3 employees shall abide by the following policy for bereavement: A maximum of three (3) working days leave of absence within five (5) working days of the funeral shall be granted to a Category 2 employee on request when a death occurs to a member of an employee’s immediate family. If the member of an employee’s immediate family is to be cremated, two (2) days must be used within five (5) days of the death and a third day may be used to attend a memorial service within ninety (90) days of the death. 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, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, adopted children, stepbrother, stepsister, 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. One day’s leave of absence will be authorized for the death of an aunt, uncle, niece or nephew of the employee, husband or wife of a brother or sister of the employee, and a brother sister, aunt, uncle, grandparent or grandchild of a spouse, stepchild of the employee residing outside the employee’s household. 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 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.

Category 4 employees can receive unpaid bereavement time as approved by the Executive Director.

Section 18: Dress Code

All employees representing the HDC should be hygienically clean, well groomed and appropriately dressed for the work being performed. Suitable health and safety standards are to be adhered to. The Executive Director is responsible to see that all employees observe reasonable standards of dress. Employees are expected to dress appropriately for their position and location of their employment. The following items are examples of what is not acceptable dress for HDC employees:

- ◆ Clothing that is worn inappropriately (I.e, jeans with holes)
- ◆ Clothing that might be too revealing including halter tops, see-through blouses, tube tops, body suits, muscle shirts, novelty and skimpy sun dresses.

Section 19: Affirmative Action / Equal Opportunity Employer

The HDC prohibits discrimination based on race, gender, color, religious creed, national origin, handicap, veteran status, ancestry or on the basis of age, in all employment practices, including hiring, firing, promotions, compensation and all other terms, privileges and conditions of employment.

Section 20: Cell Phone Use Policy

Cell phones are considered the property of the HDC and are for official use unless for emergency purposes or otherwise allowed by the Executive Director. Any expenses incurred by the cell phone user that exceed base costs are reviewed by the Financial Manager and the Executive Director. If the override is not from official use, payment will be the responsibility of the cell phone user.

Section 21: Drug Testing Policy

As mandated by state and federal law, those employees with CDL licenses and other certifications that require drug testing are subject to drug testing consistent with applicable laws. It is the responsibility of the employee to meet their drug testing requirement and provide proof of drug testing to management. Failure to do so will lead to termination.

Section 22: City of New Bedford, Employee Policies & Procedures

The attached City of New Bedford, Personnel Department, Employee Policies & Procedures documents apply to HDC employees (Attachment 2).

- ◆ Health Insurance Portability & Accountability Act Privacy Notice
- ◆ Your Rights under the Family and Medical Leave Act of 1993 (the at least 50 employees within 75 miles is full-filled by the level of employment for the City of New Bedford)
- ◆ Health Department Procedure for Accidental Exposure to Another Person's Blood or other Bodily Fluids
- ◆ No Smoking in Municipal Buildings and Vehicles
- ◆ Drug Free Workplace Policy
- ◆ State Ethics Commission Introduction to the Conflict of Interest Law
- ◆ An Act to Protect Conscientious Employees M.G.L. C.149,§185
- ◆ City of New Bedford Computer Usage Policy
- ◆ Public Employees and Campaigns, M.G.L. Chapter 55
- ◆ Anti-discriminatory Harassment Policy

Section 21: Amendment to the HDC Employee Handbook

The Commission reserves the right to amend the HDC Employee Handbook and the contents herein. Such action must receive a majority vote by the Commission.

###

ATTACHMENTS

1. Health Insurance Portability & Accountability Act Privacy Notice
2. Your Rights under the Family and Medical Leave Act of 1993 (the at least 50 employees within 75 miles is full-filled by the level of employment for the City of New Bedford)
3. Health Department Procedure for Accidental Exposure to Another Person’s Blood or other Bodily Fluids
4. No Smoking in Municipal Buildings and Vehicles
5. Drug Free Workplace Policy
6. State Ethics Commission Introduction to the Conflict of Interest Law
7. An Act to Protect Conscientious Employees M.G.L. C.149,§185
8. City of New Bedford Computer Usage Policy
9. Public Employees and Campaigns, M.G.L. Chapter 55
10. Anti-discriminatory Harassment Policy

Employee Acknowledgement:

I acknowledge receipt of this hand book and agree to fully comply with all terms as described here in:

Employee: _____

Date: _____

Signature: _____