



CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

November 15, 2022

City Council President Ian Abreu and
Honorable Members of the City Council
133 William Street
New Bedford, MA 02740

Dear Council President Abreu and Honorable Members of the City Council:

I am submitting for your approval an ORDER that the sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)** now standing to the credit of the account from **ORDINARY REVENUE AND MUNICIPAL RECEIPTS** be and the same is hereby transferred and appropriated to as follows:

EMS SALARIES AND WAGES..... \$200,000
To be certified and approved by the Department Head

This order funds the contract between the City of New Bedford and American Federation of State, County and Municipal Employees, Unit B EMS.

Sincerely,

Jon Mitchell
Mayor



CITY OF NEW BEDFORD

CITY COUNCIL

November 22, 2022

ORDERED, that the sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)** now standing to the credit of the account from **ORDINARY REVENUE AND MUNICIPAL RECEIPTS** be and the same is hereby transferred and appropriated to as follows:

EMS SALARIES AND WAGES..... \$200,000

To be certified and approved by the Department Head

This order funds the contract between the City of New Bedford and American Federation of State, County and Municipal Employees, Unit B EMS.

OFF THE RECORD PROPOSAL

**Side Letter of Agreement
Between
The City of New Bedford and
American Federation of State, County, and Municipal
Employees (AFSCME), AFL-CIO, Council 93, Unit B (EMS)**

October 3, 2022

Effective upon ratification of the July 1, 2021 through June 30, 2023, successor agreement on the parties collective bargaining agreement, the parties agree as follows:

- **The City of New Bedford will establish a Pilot Program permitting EMTs, Paramedics, and Senior Paramedics to perform so called "private detail" work for non-City events hosted, operated, and funded by third-party vendors outside and in addition to their regularly scheduled work hours. The Pilot Program will run for six (6) months from its initiation, with the option of the City to continue the Pilot for an additional six (6) months with thirty (30) days' notice to the Union prior to the expiration of the initial six (6) month period.**
- **Basic EMTs who perform these "private details" for such third-party events outside and in addition to their regular contractual work hours, will be compensated at a rate of \$40/hour for this work. Paramedics and Senior Paramedics who perform "private details" for such third-party events outside and in addition to their regular contractual hours, will be compensated at a rate of \$55/hour for this work.**
- **This work will count toward FLSA hours of work, but will not count towards hours of work for contractual overtime purposes pursuant to Article V (Overtime) of the parties CBA. In other words, if an employee elects to work a "private detail" prior to the start of the employee's shift but has not yet worked forty (40) hours in the workweek, such hours shall not count toward overtime outlined in Article V of the parties' agreement. Thus, the employee's actual shift will continue to be paid at a straight time rate for such hours up to and including forty (40).**
- **The rates set forth herein are expressly applicable to the "private detail" work that is the subject of this Side Letter because the work is in excess of the employee's normal and/or regular working hours within the meaning of the FLSA, Section 207(e)(5), and 29 CFR §778.202(b).**
- **During such time, the City may enter into contracts with third-party vendors to provide Emergency Medical Services ("EMS") for events hosted, funded, and operated by said third-party, in the form of "private details" pursuant to this Side Letter.**
- **Employees will be offered an opportunity to work such events. The existing overtime list will be used to determine the order in which eligible employees are offered the opportunity to work such detail events.**

- In the event the private detail is not filled on a volunteer basis, the City reserves the right, for the purposes of filling the private detail to treat such private detail as a forced overtime assignment. If no one has volunteered to work the private detail forty-eight (48) hours in advance of the start of the private detail, the Department will assign the forced overtime, such forced overtime will be compensated at the employee's otherwise applicable overtime rate of pay instead of the rate(s) set forth herein. Nothing herein, however, shall prohibit the Department forcing someone the day of the event should circumstances require.
- In no event shall this Side Letter apply to City-sponsored, hosted, operated, and/or funded events.
- At the conclusion of the Pilot, whether after the initial six (6) months, or after the extended one (1) year period if applicable, the City will assess whether to continue to offer such "private detail" work and will notify the Union of its intent within sixty (60) days of the conclusion of the Pilot. Should the City determine not to continue such "private detail" assignments, it shall have no bargaining obligation and shall terminate such "private detail" work. Should the City determine instead that it will continue such detail assignments, it will meet whatever bargaining obligation it may have pursuant to MGL c. 150E. Moreover, the City reserves the right to terminate such "private detail" work with fourteen (14) days' notice during the life of the Pilot.
- Neither this Side Letter of Agreement nor the Pilot program shall constitute a binding precedent or established practice for any other matter(s) between the parties.

For the City of New Bedford

Date: 11/14/22

For AFSCME, AFL-CIO, Council 93

Kim Sylvia, Higher Ed Coordinator/Staff Rep

David Brance, Steward Local 851 EMS

OFF THE RECORD PROPOSAL

Memorandum of Agreement
Between
The City of New Bedford and
American Federation of State, County, and Municipal
Employees (AFSCME), AFL-CIO, Council 93, Unit B (EMS)

October 3, 2022

This Memorandum of Agreement was reached in off-the-record negotiations and shall remain off the record for all purposes including bargaining history until it is ratified by the Union membership, approved by the Mayor, and funded by the City Council.

The City of New Bedford ("City") and the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 93 ("Union" or "AFSCME"), Unit B (EMS) agree to a collective bargaining agreement ("CBA") from July 1, 2021 through June 30, 2023 with the following terms. All existing provisions in the parties' July 1, 2018 through June 30, 2021 CBA not expressly amended or deleted by this Memorandum of Agreement shall be included in the July 1, 2021 - June 30, 2023 CBA.

1. Article XIV (Classification and Compensation Plan)

Amend Section 1 as follows:

Effective upon ratification by the Union, the City shall eliminate Steps 1 and 2 of the current wage scales. Steps 3 and 4 of the existing wage scale shall be renumbered Steps 1 and 2, respectively.

Effective upon ratification by the Union, the City shall add a new Step 3 and new Step 4 to the existing wage scales, as shown below:

Wage Scales Effective Upon Ratification

| Grade | | 1 | 2 | 3 | 4 |
|-------------------|------|----------|----------|----------|----------|
| Basics | GR-1 | \$ 18.22 | \$ 19.50 | \$ 20.86 | \$ 22.32 |
| Paramedics | GR-2 | \$ 28.23 | \$ 30.21 | \$ 32.32 | \$ 34.58 |
| Senior Paramedics | GR-3 | \$ 29.92 | \$ 32.02 | \$ 34.26 | \$ 36.66 |

Upon ratification, existing employees shall be placed on the new wage scale at the Grade/Step in according with the attached spreadsheet and shall advance to the next step of new wage scale in according with the attached spreadsheet. Thereafter, employees will progress in step consistent with Article XIV, Section 3 of the parties Agreement,

except those employees who are currently on the existing wage scale of current Steps 2, 3, and 4 will have a new annual/anniversary step date of January 1.

2. Amend Article XVI (Holidays), Section 1 as follows:

The City agrees to provide the following paid holidays:

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriots Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
The Friday following Thanksgiving
Christmas Day

3. Amend Article III (Grievance and Arbitration), Step 3 as follows:

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 his or her probationary period as defined ~~in Par. 12 of the Rules of Personnel Administration~~ for the purposes of this Article as the first year of service in the Department 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.

4. Amend Article IV (Seniority) as follows:

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.~~ the principle of seniority shall be a consideration in promotions and transfers where

qualifications and ability are substantially equal. Subject to M.G.L. c. 31, the City retains the right to establish the selection process for promotions in the EMS Department, which may include interview panels and/or assessment centers.

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 seven (7) days prior to any action to fill such opening. A copy of the notice, with the signatures of the employees wishing to be considered for the position thereon, shall be submitted to the President of the Union within two (2) working days of the closing date for applications.

Section 3.

In all cases in which a vacancy exists in a position for which there is no existing list under the provisions of Massachusetts General Laws, Chapter 31, the City may establish procedures for promotional opportunities, which may include interview panels and/or assessment centers. The following factors shall be used considered, though no single factor will be determinative, in appointing and promoting employees:

1. Work history and performance
2. Experience in related work
3. Education and training related to the vacant position
4. Good communications skills and history of favorable interaction with fellow employees, management and others
5. Seniority as measured by length of service within the department

5. Amend Article V (Overtime) as follows:

Unless otherwise provided in this article, 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 his/her hourly rate of pay for any hours worked, except those worked on a holiday.

Approved leave with pay shall be synonymous with work time, with the exception that sick leave shall not count as hours worked for purposes of computing hours worked for overtime, provided, however, that Sick leave shall always be paid at the regular wage rate. If sick leave is taken in a week when an employee is of mandatory and/or forced to work overtime beyond the employee's scheduled hours, an employee may substitute three (3) days per year for alternative leave time such as vacation, holiday, personal or compensatory time for such sick day up to three (3) times per year. Such "forced" leave shall not include overtime hours built into an employee's regular schedule. For instance,

if an employee is scheduled to work forty-eight (48) hours, this is not considered "forced" overtime for purposes of this Article.

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 the work, this overtime work shall be divide 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. Once an employee accepts an overtime assignment, the employee will have up to five (5) days prior to the start of the assignment to cancel the shift. After such time, an employee must provide a doctor's note excusing them for such shift. Failure to provide a physician's note three (3) times within a calendar year will result in the employee's removal from the voluntary overtime list for a period of thirty (30) days. Thereafter the employee must bring a note for each such call out or be removed for an additional thirty (30) days. Notwithstanding the previous sentence, the employee shall still be responsible to work assigned non-voluntary overtime shifts.

...

The Department will maintain ~~three (3) separate~~ a lists for overtime, in order of seniority. Employees will be called based on the position needing to be filled and seniority among employees within that position. - one (1) list for the position of Senior Paramedic, one (1) list for the position of Paramedic and one (1) list for the position of Basic.

In the event of a vacant shift in the position of Senior Paramedic, due to sick leave, personal leave, injured on duty or vacation the vacant shift will be offered as an overtime opportunity to Senior Paramedics. In the event a Senior Paramedic is unavailable, a Paramedic will be hired from the overtime list and the Paramedic with the most seniority, on duty during the shift will be offered the opportunity to work out of grade as the Senior Paramedic for the shift. ~~In the event that no Paramedic on duty, with at least two years of Paramedic experience working for NBEMS volunteers to work out of grade as the Senior Paramedic for the shift, the Paramedic on duty with the most seniority will be mandated to work out of class as the Senior Paramedic for the shift.~~ acting supervisor list. Paramedics with 4 years of service with New Bedford EMS, 2 years of service as a Paramedic, and who have an unrestricted and current Paramedic License, current ALCS card, current CPR card, possess a valid Massachusetts driver's license, National Incident Management System Certifications 100, 200, 300, and 700 and are in good standing with the Medical Director, meaning they have not had any medical outcomes that required remediation in the prior two (2) years, have no pending action or past action in the previous two years against any medical license, accreditation, or certification and are currently not on probation or suspension as a result of any action against any medical license, accreditation, or certification and have not been subject to discipline proceeding in the previous two years may request to be placed on the acting supervisor list. Prior to being placed on the acting supervisor list, employees will be required to complete the City's ethics, management, and supervisory skills training courses. These trainings may

be updated from time to time by the Department and/or City. Employees will be expected to remain current on such trainings, meaning completing them within the designated time after announcement of updates and/or additional training by the Department. In the event a Senior Paramedic is not available and no one is available from the acting supervisor list, the Department, at the discretion of the Director, reserves the right to assign a Paramedic to act as the senior paramedic for the shift. ~~Over time,~~ In the event the City receives information indicating that a Senior Paramedic position will be vacant for a significant period of time, due to extended sick leave or injury on duty, the City may post a Temporary Senior Paramedic position to fill the vacancy.

6. Amend Article XXI (Special Provisions Applying to Employees Covered by Agreement), Section 6:

The regular hours of Senior Paramedics, Paramedics and Basics shall be thirty-six (36) or forty-eight (48) hours per week in accordance with the schedule established effective July 1, 2016. ~~See EMS Rotating Shift Schedule attached hereto as Attachment described below.~~ Such schedule, including an employee's workday and/or workweek, as well as the hours of operation of individual vehicles, may be changed with fourteen (14) days' notice to the employee.

Medic 1, 2, 3 and 4 will be 24/7 trucks

- Medics who bid for these trucks will work 12-hour shifts in the following rotation

- o Day 1: 7 am to 7pm (1900)
- o Day 2: 7 pm (1900) to 7 am
- o Day 3: Off
- o Day 4: 7 am to 7pm (1900)
- o Day 5: 7 pm (1900) to 7 am
- o Day 6, 7 and 8: Off
- o Repeat

- When possible these vehicles will each be staffed with an even number of Paramedics and EMT basics. Accordingly, when a vacancy occurs preference will be given to members who bid for that vacancy whose qualifications match those needed to keep the vehicle staffing balanced. Meaning if there is a vacancy caused by the departure of a Paramedic, and a Paramedic bids for that vacancy they will receive preference over a Basic EMT who bids; similarly if the vacancy was caused by the departure of a Basic-EMT, a Basic-EMT who bids will receive preference over a Paramedic even if the Paramedic has more seniority. Nothing herein, however, requires the Department/City to only operate trucks with equal numbers of Paramedics and Basic EMTs, this is merely a preference.

Ambulance 6 will operate for up to 16-hours a day up to 5 days per week as needed and staffed as needed by the Department.

Paramedic 1 will be staffed 24/7

- Paramedics who bid for this truck will work 12-hour shifts in the following rotation
 - o Day 1: 7 am to 7pm (1900)
 - o Day 2: 7 pm (1900) to 7 am
 - o Day 3: Off
 - o Day 4: 7 am to 7pm (1900)
 - o Day 5: 7 pm (1900) to 7 am
 - o Day 6, 7 and 8: Off
 - o Repeat
- This vehicle is limited to Paramedics (ALS Level), Basic EMTs will not be staffed on this vehicle.

EMS 4 will be staffed 24/7

- Paramedics who bid for this trucks will work 12-hour shifts in the following rotation
 - o Day 1: 7 am to 7pm (1900)
 - o Day 2: 7 pm (1900) to 7 am
 - o Day 3: Off
 - o Day 4: 7 am to 7pm (1900)
 - o Day 5: 7 pm (1900) to 7 am
 - o Day 6, 7 and 8: Off
 - o Repeat
- EMS 4 will be staff by a Senior Paramedic as defined by the CBA
 - o *The City will agree to this provision and the additional parameters regarding Article V should a vacancy on a shift occur so long as Article V is amended consistent with City proposal #7 (regarding lists)

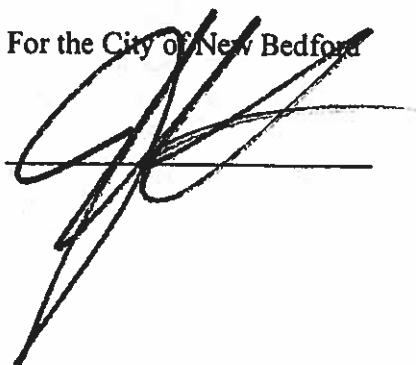
7. **Amend Article XXV (Miscellaneous)** by correcting the Section numbering of the section pertaining to Temporary Light Duty from "Section 1" to "Section 5" and by inserting a new Section 6 as follows:

Section 4. 5. Employees may be temporarily assigned to light duty in accordance with Attachment E. (attached)

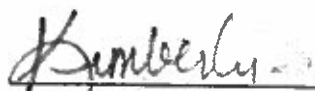
Section 6. Employees shall be well-informed of the policies, rules and regulations of the Massachusetts Office of Emergency Medical Services (OEMS), the City of New Bedford, and New Bedford EMS and shall be responsible for reviewing their work emails, at least once during each work shift.

This Memorandum of Agreement is subject to ratification by the Union membership, approval by the Mayor, and funding by the City Council.

For the City of New Bedford



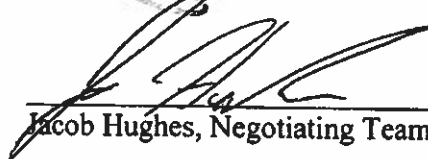
For AFSCME, AFL-CIO, Council 93



Kim Sylvia, Higher Ed Coordinator/Staff Rep



David Branco, Steward Local 851 EMS



Jacob Hughes, Negotiating Team Member

Date: 11/14/22

| Job Class Code Date | Current Next Step Date | Current Grade | Current Step | Upon Reification Employee Shall Step | Next Step After Reification | At this next date Employee Shall Step |
|---------------------|------------------------|---------------|--------------|--------------------------------------|---|---------------------------------------|
| PARAMEDIC | 09/11/2023 | GR-2 | 1 | Current Step 3, new step 1 | Keep current step date, but will not step again until after Feb. 2023 | New Step 2 |
| EMT | 01/30/2023 | GR-1 | 1 | Current Step 3, new step 1 | Keep current step date, but will not step again until after Feb. 2023 | New Step 2 |
| EMT | 10/24/2022 | GR-1 | 1 | Current Step 3, new step 1 | Keep current step date, but will not step again until after Feb. 2023 | New Step 2 |
| PARAMEDIC | 12/31/2022 | GR-2 | 4 | New Step 3 | 1/1/2023, which becomes new step date thereafter | New Step 4 |
| PARAMEDIC | 04/04/2023 | GR-2 | 4 | New Step 3 | 1/1/2023, which becomes new step date thereafter | New Step 4 |
| EMT | TOP STEP | GR-2 | 4 | New Step 3 | 1/1/2023, which becomes new step date thereafter | New Step 4 |
| PARAMEDIC | 09/01/2023 | GR-1 | 4 | New Step 3 | 1/1/2023, which becomes new step date thereafter | New Step 4 |
| PARAMEDIC | 12/31/2022 | GR-3 | 4 | New Step 3 | 1/1/2023, which becomes new step date thereafter | New Step 4 |
| PARAMEDIC | 08/11/2023 | GR-2 | 1 | Current Step 3, new step 1 | Keep current step date, but will not step again until after Feb. 2023 | New Step 4 |
| PARAMEDIC | TOP STEP | GR-2 | 4 | New Step 3 | 1/1/2023, which becomes new step date thereafter | New Step 4 |
| PARAMEDIC | 05/09/2023 | GR-2 | 1 | Current Step 3, new step 1 | Keep current step date, but will not step again until after Feb. 2023 | New Step 2 |
| EMT | 12/19/2022 | GR-1 | 1 | Current Step 3, new step 1 | Keep current step date, but will not step again until after Feb. 2023 | New Step 2 |
| PARAMEDIC | 11/24/2022 | GR-2 | 2 | Current Step 3, new step 1 | 1/1/2023, which becomes new step date thereafter | New Step 2 |
| PARAMEDIC | 04/04/2023 | GR-2 | 4 | New Step 3 | 1/1/2023, which becomes new step date thereafter | New Step 4 |
| EMT | 05/09/2023 | GR-1 | 1 | Current Step 3, new step 1 | Keep current step date, but will not step again until after Feb. 2023 | New Step 2 |
| EMT | 04/04/2023 | GR-1 | 4 | New Step 3 | 1/1/2023, which becomes new step date thereafter | New Step 4 |
| PARAMEDIC | 11/24/2022 | GR-1 | 1 | Current Step 3, new step 1 | Keep current step date, but will not step again until after Feb. 2023 | New Step 2 |
| PARAMEDIC | 07/01/2023 | GR-2 | 2 | Current Step 3, new step 1 | Keep current step date, but will not step again until after Feb. 2023 | New Step 2 |
| PARAMEDIC | TOP STEP | GR-3 | 4 | New Step 3 | 1/1/2023, which becomes new step date thereafter | New Step 4 |
| SENIOR PARAMEDIC | TOP STEP | GR-3 | 4 | New Step 3 | 1/1/2023, which becomes new step date thereafter | New Step 4 |
| EMT | 09/05/2023 | GR-1 | 1 | Current Step 3, new step 1 | Keep current step date, but will not step again until after Feb. 2023 | New Step 1 |
| PARAMEDIC | TOP STEP | GR-2 | 4 | New Step 3 | 1/1/2023, which becomes new step date thereafter | New Step 4 |
| EMT | 11/24/2022 | GR-1 | 3 | Current Step 4, New Step 2 | 1/1/2023, which becomes new step date thereafter | New Step 3 |
| EMT | 08/30/2023 | GR-1 | 2 | Current Step 3, new step 1 | 1/1/2023, which becomes new step date thereafter | New Step 2 |
| PARAMEDIC | 11/10/2022 | GR-1 | 3 | Current Step 4, New Step 2 | 1/1/2023, which becomes new step date thereafter | New Step 3 |
| PARAMEDIC | 07/01/2023 | GR-2 | 4 | New Step 3 | 1/1/2023, which becomes new step date thereafter | New Step 4 |
| PARAMEDIC | 11/21/2022 | GR-2 | 1 | Current Step 3, new step 1 | Keep current step date, but will not step again until after Feb. 2023 | New Step 2 |
| PARAMEDIC | 11/21/2022 | GR-2 | 2 | Current Step 3, new step 1 | 1/1/2023, which becomes new step date thereafter | New Step 2 |
| SENIOR PARAMEDIC | TOP STEP | GR-3 | 4 | New Step 3 | 1/1/2023, which becomes new step date thereafter | New Step 4 |
| EMT | 10/25/2022 | GR-1 | 2 | Current Step 3, new step 1 | 1/1/2023, which becomes new step date thereafter | New Step 2 |
| PARAMEDIC | 09/12/2023 | GR-2 | 1 | Current Step 3, new step 1 | Keep current step date, but will not step again until after Feb. 2023 | New Step 2 |
| EMT | 08/30/2023 | GR-1 | 2 | Current Step 3, new step 1 | 1/1/2023, which becomes new step date thereafter | New Step 2 |
| PARAMEDIC | 09/05/2022 | GR-2 | 2 | Current Step 3, new step 1 | 1/1/2023, which becomes new step date thereafter | New Step 2 |