

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**CITY OF NEW BEDFORD**

**AND**

**AFSCME, COUNCIL 93, LOCAL 851**

WHEREAS, the City of New Bedford ("City) and AFSCME, Council 93, Local 851 ("Union"), are parties to a collective bargaining agreement for Unit B ("Unit B Agreement") with a term beginning July 1, 2018 through June 30, 2021; and

WHEREAS, New Bedford EMS has been an integral partner in the efforts of the City and the New Bedford Board of Health to safely and efficiently distribute vaccinations to the residents of New Bedford in an effort to decrease the spread of COVID-19 in the community; and

WHEREAS, in performing vaccine distribution services for the City, Union members are being compensated at their overtime rate, as set forth in the Unit B Agreement in Article V Overtime; and

WHEREAS, in preparation for an increase in the supply of COVID-19 vaccines, the parties desire to ensure that the City continues to have the capital resources necessary to promptly distribute vaccines to the residents of the City;

NOW, THEREFORE, the parties agree to amend the Unit B Agreement by inserting a new paragraph after the first paragraph of Article V of the Unit B Agreement, so the first two paragraphs of Article V state the following:

**ARTICLE V  
OVERTIME**

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.

**Notwithstanding the previous paragraph, effective April 9, 2021, any employee who works an overtime assignment distributing COVID-19 vaccines at a City operated vaccine clinic shall be compensated at the rate of \$50.00 per hour for hours worked during said overtime assignment.**

The parties agree that the \$50.00 overtime rate would apply only to the overtime hours an employee works distributing COVID-19 vaccines at a City operated vaccine clinic. For all other

overtime opportunities, employees would continue to be compensated at the rate of time and one half of the employee's regular rate of pay. The parties agree that the effective date of the new rate shall be the date this Agreement is fully executed by both parties and that there shall be no retroactive payments made to employees for overtime work performed prior to the effective date of this Agreement. The Parties further agree that the City has satisfied any bargaining obligations it may have regarding the implementation of a COVID-19 vaccine distribution rate for AFSCME employees.

CITY OF NEW BEDFORD  
by:


  
Jonathan F. Mitchell, Mayor

Date: 

AFSCME, COUNCIL 93, LOCAL 851  
by:

  
Maurice Vezina, President

Date: 7/8/21

  
Kimberly Sylvia, Coordinator Higher Ed

Date: 4.8.2021

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CITY OF NEW BEDFORD

by:

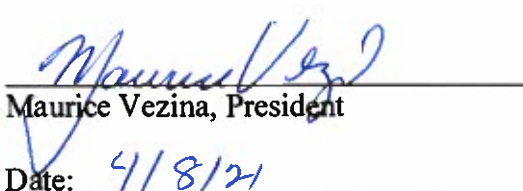
  
Jonathan F. Mitchell, Mayor

Date:

4/9/21

AFSCME, COUNCIL 93, LOCAL 851

by:

  
Maurice Vezina, President

Date:

4/8/21

  
Kimberly Sylvia, Coordinator Higher Ed

Date:

4.8.2021