

Memorandum of Agreement  
Between  
The City of New Bedford  
And  
New Bedford Firefighters Local 841, IAFF  
October 2021

WHEREAS, on or about August 23, 2021, the City of New Bedford (“City”) provided notice to the New Bedford Firefighters Local 841, IAFF (“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 and over other matters including the video surveillance/security system in the Public Safety Center;

NOW THEREFORE, the Parties hereby agree as follows:

1. Vaccine Verification or Required Testing for COVID-19: 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 test. 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, because of the unique 8-day cycle of firefighter schedules, firefighters who have not provided proof of vaccination shall submit proof of a negative COVID-19 screening test every eight (8) days. The City will offer on-duty testing at no cost to firefighters which may include rapid testing at fire stations; therefore, the provision in the policy regarding 1-hour per week of paid leave to acquire testing is not applicable to employees in positions represented by the Union. 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.
  - A. State 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 time of up to 40 hours of Leave (\$850), for the reasons specified by the State, such leave shall be referred to as “STATE COVID-19 Sick Leave”.
  - B. CITY COVID-19 Sick Leave: The Parties agree that upon execution of this Agreement, the City shall establish a balance of: 36 hours for employees in fire prevention/training/dispatch/or other staff working an administrative schedule(hereinafter referred to “administrative staff”) and 42 hours for employees in fire suppression of COVID-19 sick leave for the period commencing October 1, 2021- June 30, 2022. Such leave shall be referred to as “CITY COVID-19 Sick Leave” and may be used for the following reasons:

- i. Up to 9 hours for administrative staff and up to 21 hours for employees in fire suppression of CITY COVID-19 Sick Leave may be used if the employee is unable to work due to symptoms experienced after receiving a COVID-19 vaccine dose;
- ii. A COVID-19 vaccinated employee who tests positive for COVID-19 and is subject to a federal, state, or local quarantine or isolation order;
- iii. Up to 9 hours for administrative staff and up to 21 hours for employees in fire suppression of CITY COVID-19 Sick Leave may be used by a COVID-19 vaccinated employee if said employee is unable to work due to symptoms experienced after receiving a COVID-19 vaccine booster.

The CITY COVID-19 Sick Leave can be accessed after the employee has exhausted the employee's entitlement to STATE COVID-19 Sick Leave or the STATE COVID-19 Sick Leave has expired.

- 3. Cameras: The Union agrees that the City has satisfied its bargaining obligations associated with the implementation of the Fire Department policy on the "Public Safety Center Video Surveillance/Security System" as amended on September 3, 2021.
- 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. This Agreement is without precedent and can only be introduced to enforce its terms.

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

City of New Bedford

New Bedford Firefighters Local 841, IAFF

  
Jonathan Mitchell, Mayor

  
William Syliya, President

Date: 10/28/21

Date: 10/26/2021