

**Memorandum of Agreement
Between
The City of New Bedford
And
New Bedford Firefighters, Local 841, IAFF, AFL- CIO
August, 2022**

This Agreement between the City of New Bedford, hereinafter referred to as the "City" and Local 841, International Association of Firefighters, AFL-CIO-CLC, hereinafter referred to as the "Union" is a product of the collective bargaining between the parties and is executed by their authorized representatives as a supplement to and as an amendment in part to the prior collective bargaining agreement between the parties.

Unless otherwise specified the terms of this Agreement are effective on July 1, 2022. It is agreed by the City and the Union that all provisions of their prior contract neither expressly amended nor expressly deleted by this Agreement are renewed, incorporated into, and made part of this Agreement for all purposes.

"Article" identification and reference in this Agreement reflect the subject matter of the parties' prior contract except to the extent new articles and subject matter are included in this Agreement. Throughout the following document, new language will be reflected as UNDERLINED AND BOLDED and language to be stricken will be reflected with a STRIKE LINE through it.

1. **Article 47 – Duration**

Three-year contract for the term July 1, 2022 through June 30, 2025.

2. **Article 10 – Overtime**

Revise Paragraph 3 of Section 1(a) of the Article to add the following:

If an employee works an overtime tour of duty and is absent from one or more tours of duty in his next four regular tours of duty for a non-service-connected illness or injury, the employee will forfeit his premium rate for the previous overtime tour, i.e., he is paid his regular hourly rate. If the employee has been paid the premium overtime rate, his compensation will be adjusted to straight time in the next pay period, provided no employee will forfeit his premium rate of pay if the employee can substantiate his illness or injury with a medical certificate, provided further, that if an employee has a visible injury or illness, this section is not operable.

No employee shall be eligible for overtime if that employee was absent due to a non-service-connected injury or illness from their last scheduled tour of duty. The member will not be eligible for overtime duty until such member completes a regularly scheduled tour of duty. This paragraph also applies to members who are off duty with a non-service-connected injury or illness prior to the start of their scheduled

vacation. Notwithstanding the above, any employee absent due to a non-service-connected injury and utilizing sick leave is allowed to respond to callbacks.

No employee who is absent from their last scheduled tour of duty due to a non-service-connected injury or illness and utilizing sick leave on their last scheduled tour of duty prior to their vacation will be eligible for overtime for the first five (5) calendar days of vacation following that sick leave tour.

3. Article 10 – Overtime

Revise the Article to insert a new Section as follows:

Annually, each member of the Department will be issued ten (10) hours of overtime to be used for the purposes of attending fire service training classes approved by the Chief or his designee. Members who attend such approved classes will be compensated at a time and a half rate for the class and travel time up to ten (10) hours. Members who attend a training class that is held during a scheduled tour of duty will be able to attend the approved class and if such attendance in a class creates the hiring of a replacement on an overtime basis, the member's ten (10) hour allowance of overtime will be used to cover the vacancy. Such classes include but are not limited to those taught by the MA Fire Academy, National Fire Academy, International Association of Arson Investigators, IAFF (International Association of Firefighters), or the Fire Prevention Association of MA. Training hours will not be approved for courses a member attends for the purposes of obtaining an associate or bachelor's degree in fire science. Proof of attendance, completion, or certification will be required in order for members to receive time and a half compensation for such training.

The Department will provide annually at Department training facilities a variety of classes for members to attend. The preferred method of instruction for fire training classes is live, in person instruction and live practical training classes. If live training classes are not available due to a pandemic or other reasons, the Chief or Deputy Chief may approve virtual training classes conducted by a live instructor.

4. Article 13 – Funeral Leave

Revise as follows:

~~Each employee shall be granted three (3) working days leave with pay in the event of a death of his mother, father, legal guardian(s) in lieu of parent (but not both), step parent, child, wife, husband, brother, sister, grandparent, grandchild, mother in law, father in law, son in law,~~

daughter in law, adopted children, and any step children living within the household of the employee. Four (4) consecutive working days off will be granted for the above categories with the death occurs on the day just prior to an employee's return to work, except in the case of the death of a grandparent, grandchild, mother in law, father in law, son in law, and daughter in law. Each employee shall be granted two (2) working days leave with pay in the event of the death of an employee's brother in law or sister in law. One (1) working day of leave with pay shall be granted in the event of the death of an aunt, uncle, niece, nephew of the employee or of the employee's spouse, grandparent or grandchild of the employee's spouse, step parent of step child residing outside the employee's household. Funeral leave with pay will not be charged to sick leave or vacation pay.

The Chief may request reasonable information of the death and/or relationship of the employee to the deceased before making payment of funeral leave.

Each employee shall be granted four (4) consecutive working days leave with pay in the event of a death of the employee's mother, father, legal guardian(s) in lieu of parent (but not both), step parent, child, wife, husband, brother, sister, adopted children, and any step-children living within the household of the employee. Three (3) consecutive working days off will be granted in the case of the death of a grandparent, grandchild, mother-in-law, father-in-law, son-in-law, and daughter-in-law. Each employee shall be granted two (2) working days leave with pay in the event of the death of an employee's brother- in-law or sister-in-law. One (1) working day of leave with pay shall be granted in the event of the death of an aunt, uncle, niece, nephew of the employee or of the employee's spouse, grandparent or grandchild of the employee's spouse, step-parent or step-child residing outside the employee's household. Each twenty-four hour shift includes two working days. Funeral leave with pay will not be charged to sick leave or vacation pay.

Funeral Leave is to be taken within seven (7) calendar days from the date of death, or funeral or memorial service, unless otherwise approved by the Chief or the Deputy Chief. The Chief may request information about the death and/or relationship of the employee to the deceased before making payment of funeral leave.

5. **Article 14 – Personal Leave**

Revise Section 3 of the Article as follows:

“No more than ~~ten (10)~~ **nine (9)** employees per shift, including employees on vacation that were scheduled to work, no more than two (2) per company per group may be allowed personal leave for the tours of duty commencing at 8:00 A.M. and 6:00 P.M. on Thanksgiving Day, or

for the shifts commencing at 6:00 P.M. on December 24, 8:00 A.M. and 6:00 P.M. on December 25, or the tours of duty commencing at 6:00 P.M. on December 31, and 8:00 A.M. and 6:00 P.M. on January 1”

6. **Article 23– Sick Leave**

Amend Section 1 of the Article as follows:

Examples of frequent use of sick leave privileges include but are not limited to the following... (d) Such leave is taken in conjunction with compensatory time, or personal leave, **funeral leave, jury duty, or vacation, or any other form of approved leave unless such leave is substantiated with a medical certificate.**

7. **Article 20 – Wages**

Amend Section 1 to increase wages as follows:

Effective July 1, 2022: 2%
Effective July 1, 2023: 2%
Effective July 1, 2024: 2%

8. **Article 20 – Step 5A**

Amend Section 1 as follows to reduce requirements for eligibility for Step 5A from twenty-eight years to twenty-five years as follows:

Effective July 1, 2022, firefighters who have twenty-five (25) years of service in the New Bedford Fire Department shall be eligible for Step 5A, which is three percent (3%) above Step 5. The rank differential for Lieutenants, Captains, and District Chiefs will be based upon Step 5, not Step 5A, unless the Lieutenant, Captain, and District Chief has twenty-five (25) years or more years of service in the New Bedford Fire Department.

9. **Article 20 – Floater Transfer Stipend**

Amend Section 4 to increase the transfer stipend from \$2.50 per transfer to \$7.50 per transfer.

10. **Article 20 – EMT Stipend**

Amend Article to add a new Section as follows:

Effective July 1, 2022, employees that submit current certification as an EMT-Basic shall receive an annual stipend of \$2,000. Receipt of such stipend is conditional upon maintenance of EMT-Basic certification and the submission of such certification to the City every two years, or more frequently as may require by law

for the maintenance of such certification. The cost of maintenance of such certification shall be the responsibility of the employee and not the City.

Employees that receive such stipend shall perform onsite patient care up to EMT-Basic level, in accordance with the Department's Patient Care SOP, until such time as EMS arrives on-scene and said Employees are able to transfer the patient to EMS employees. Nothing in this provision shall constitute a waiver of the Union's rights to demand to bargain over any changes made by the Department to its Patient Care SOP made subsequent to the ratification and funding of this Agreement.

Such stipend is not to be considered a part of an employee's base pay for contractual purposes, is not included in the calculation for an employee's base pay or overtime rate of pay and shall be paid as an annual lump sum on December 1 of each year.

11. **Article 20 – December College Credits Payments**

Amend Section 3 to pay December benefits payments in the first pay period in December:

December benefits payments for college credits ~~and longevity~~ will be paid by the City on the ~~second~~ **first** pay ~~date~~ **period** in December of each year; June payments for any such benefits will continue. **December benefits payments for longevity will be paid by the City on the second pay date in December of each year.**

12. **Article 11 -Vacation**

Amend Section 1 as follows to insert a vacation allotment for those employees with 15 years of service:

Each employee who has completed six months but has less than five (5) years of service as of December 31st of the calendar year shall receive sixteen (16) days of vacation with pay for that calendar year. Each employee who has five (5) or more, but less than ten (10) years of service as of December 31st of the calendar year, shall receive three (3) weeks of vacation with pay for that calendar year. Each employee who has ten (10) or more, but less than ~~twenty (20)~~ **fifteen (15)** years of service as of December 31st of the calendar year, shall receive four (4) weeks of vacation with pay for that calendar year. **Each employee who has fifteen (15) or more years of service as of December 31st of the calendar year shall receive four (4) weeks and two (2) days of vacation with pay for that calendar year.** Each employee who has twenty (20) or more years of service as of December 31st of the calendar year shall receive five (5) weeks and two (2) days of vacation with pay for that calendar year. Each employee who has thirty (30) or more years of service as of December

31st of the calendar year, shall receive six (6) weeks of vacation with pay for that calendar year.

13. **Article 25 – Transfers**

Amend Section 1(a) as follows:

Firefighters or officers who are promoted shall remain in their new assignment for a period of one year from the date of promotion and may not be transferred or bid during this one-year period, provided that the Chief may, at this discretion, permit a transfer when no employee has bid on an opening during this one-year restriction. **Firefighters or officers who are promoted, assigned, or placed into a “staff position” shall remain in their new assignment for a period of one year from assuming such position.** Notwithstanding the previous sentence, employees **that bid into an assignment in Fire Prevention, Training, Signal Room and other staff positions** shall remain in their assignments for a minimum of two (2) years.

The following positions are considered staff for purposes of this Section:

- Lt. Signal Room**
- Firefighter Signal Room**
- Hazardous Materials Coordinator**
- Training Division Captain**
- Firefighter Assistant Training Division**
- Captain, Lieutenant, and Firefighter positions assigned to the Fire Prevention Bureau**
- District Chief Support Services**

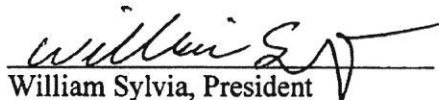
14. **Compensatory Time**

The parties agree to form a Joint Labor-Management Committee for the purposes of reviewing, discussing, and making recommendations regarding the Department’s compensatory time policies and accumulations.

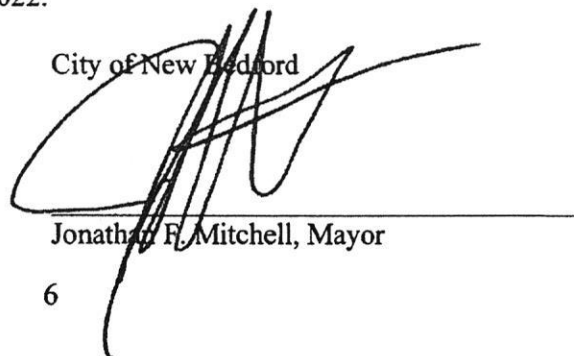
This Agreement is subject to funding by the City Council and ratification by the Union membership.

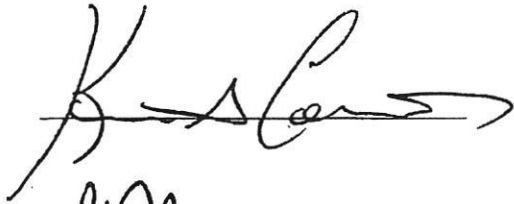
Signed this 8 day of August, 2022.

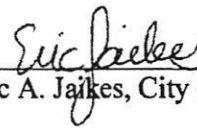
Local 841 International Association
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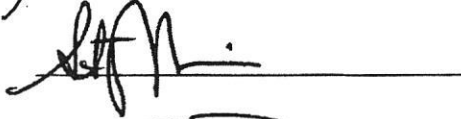

William Sylvia, President

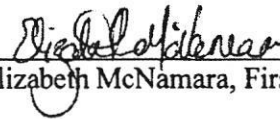
City of New Bedford


Jonathan F. Mitchell, Mayor




Eric A. Jaikes, City Solicitor




Elizabeth McNamara, First City Solicitor

