

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. ~~overtime~~, 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)

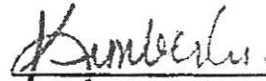
Section 6. Employees shall be well-informed of the policies, rules and regulations of the Massachusetts Office of Emergency Medical Services (OEMS), the City of New Bedford, and New Bedford EMS and shall be responsible for reviewing their work emails, at least once during each work shift.


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

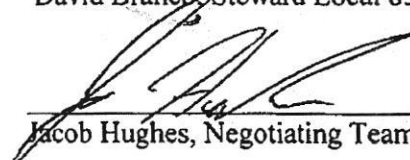
For the City of New Bedford



For AFSCME, AFL-CIO, Council 93

  
\_\_\_\_\_  
Kim Sylvia, Higher Ed Coordinator/Staff Rep

  
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David Branco, Steward Local 851 EMS

  
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Jacob Hughes, Negotiating Team Member

Date: 11/17/22

Job Class Code Desc	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-1	4	New Step 3	1/1/2023, which becomes new step date thereafter	New Step 4
EMT	09/01/2023	GR-1	4	New Step 3	1/1/2023, which becomes new step date thereafter	New Step 4
SENIOR PARAMEDIC	12/31/2022	GR-3	1	Current Step 3, new step 1	Keep current step date, but will not step again until after Feb. 2023	New Step 2
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
PARAMEDIC	TOP STEP	GR-2	4	New Step 3	1/1/2023, which becomes new step date thereafter	New Step 4
PARAMEDIC	05/09/2022	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
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	11/14/2022	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	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	08/04/2023	GR-1	4	New Step 3	1/1/2023, which becomes new step date thereafter	New Step 4
EMT	11/14/2022	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	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
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 2
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	06/30/2023	GR-1	2	Current Step 3, new step 1	1/1/2023, which becomes new step date thereafter	New Step 2
EMT	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	Keep current step date, but will not step again until after Feb. 2023	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	Keep current step date, but will not step again until after Feb. 2023	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