



CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

July 13, 2023

City Council President Linda M. Morad and
Honorable Members of the City Council
133 William Street
New Bedford, MA 02740

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

I am submitting for your approval an ORDER that the sum of **TWO MILLION, SIX HUNDRED SEVEN THOUSAND, SEVEN HUNDRED AND THIRTY DOLLARS (\$2,607,730)** 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:

POLICE SALARIES AND WAGES..... \$2,607,730

To be certified and approved by the Department Head

This order funds the contract between the City of New Bedford and the New Bedford Police Union.

Sincerely,

Jon Mitchell
Mayor



CITY OF NEW BEDFORD

CITY COUNCIL

July 20, 2023

ORDERED, that the sum of **TWO MILLION, SIX HUNDRED SEVEN THOUSAND, SEVEN HUNDRED AND THIRTY DOLLARS (\$2,607,730)** 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:

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Memorandum of Agreement
Between
The City of New Bedford
And
The New Bedford Police Union

June 28, 2023

The City of New Bedford ("City") and the New Bedford Police Union ("Union") agree to enter into a collective bargaining agreement from July 1, 2021 to June 30, 2024. The effective provisions of the July 1, 2018 to June 30, 2021 collective bargaining agreement will remain in effect with the following changes:

1. Article 46: Duration

3-year agreement: July 1, 2021 – June 30, 2024

2. Article 23 Wages

A. Add the following to the first paragraph of Article 23

| <u>Effective Date</u> | <u>Increase</u> |
|-----------------------|-----------------|
| July 1, 2021 | 2%* |
| July 1, 2022 | 2%* |
| July 1, 2023 | 2% |

*Retro pay is limited to employees in the bargaining unit as of the date of ratification and retirees who retired from a position in the bargaining unit between July 1, 2021 and the date of ratification.

B. POST Certification Pay

| | |
|---------------------------------------|----------------------|
| Effective January 1, 2024 | 2% added to the base |
| Effective 11:59:59 p.m. June 30, 2024 | 2% added to the base |

3. Elimination of Steps:

A. Effective July 1, 2022 eliminate Step 1. (Steps are not to be renumbered when Step 1 is eliminated.) Retro pay is limited to employees in the bargaining unit as of the date of ratification and retirees who retired from a position in the bargaining unit between July 1, 2021 and the date of ratification.

B. Effective July 1, 2023, eliminate Step 2. (Steps are not to be renumbered when Step 2 is eliminated.)

4. New Steps:

A. New Step 6: Effective July 1, 2023, the City shall establish a new Step 6. The new Step 6 shall be 2% above Step 5. Employees must have been paid at Step 5 for one full year prior to advancing to Step 6. Rank differential shall be based on Step 6 for ranking

officers with fewer than 15 full years of service in the New Bedford Police Department.

- B. New 15-Year Step: Effective July 1, 2023, the City shall establish a new 15-Year Step for police officers who have completed 15 years of service in the New Bedford Police Department. The new 15-Year Step shall be 4% above Step 5. Rank differential will be based on the 15-Year Step for ranking officers with 15 years of service in the New Bedford Police Department.

5. Article 23

Article 23: Rank Differential

Effective July 1, 2023, replace the Rank Differential with the following:

| | Rank Differential |
|--------------|------------------------------------|
| Sergeants: | 18% above Patrol Officer at Step 6 |
| Lieutenants: | 18% above Sergeant's base |
| Captains | 18% above Lieutenant's base |

6. Retention Payment: Officers employed as of March 1, 2023 and who remain employed thirty (30) calendar days after the City Council funds this agreement shall receive a one-time retention payment of three thousand dollars (\$3,000).

7. Article 23: Step 5A

Amend the following paragraph in Article 23 as follows (new language underlined):

The following paragraph is effective until June 30, 2022 and shall expire at 11:59 p.m. on June 30, 2022:

Effective July 1, 2018 establish a step 5A for officers with 28 years of service with the New Bedford Police Department at 3% above step 5. Rank differential will be based on step 5 and not step 5A. Rank to receive a step 5A (3% above step 5) with 28 years of service with the New Bedford Police Department.

The following paragraph shall be effective July 1, 2022 to June 30, 2023 and shall expire at 11:59 p.m. on June 30, 2023:

Effective July 1, 2022 establish a Step 5A for officers with 25 years or more of service with the New Bedford Police Department at 3% above step 5. Rank differential will be based on step 5 and not step 5A. Rank to receive a step 5A (3% above step 5) with 25 years or more of service with the New Bedford Police Department.

The following paragraph shall be effective July 1, 2023:

Effective July 1, 2023 establish a 25-Year Step (formerly called Step 5A) for officers with 25 years or more of service with the New Bedford Police Department at 6% above step 5. Rank differential will be based on step 6 and not the 25-year step for ranking officers with fewer than 15 years of service in the New Bedford Police Department, and will be based on the 15-year Step for officers with 15 years or more of service but fewer than 25 years of service in the New Bedford Police Department. Rank differential will be based on the 25-Year step (6% above step 5) for ranking officers with 25 years or more of service with the New Bedford Police Department.

8. Article 32 – Police Education

Amend the following sections of Article 32 (new language **bold**; deleted language ~~struck~~):

Educational Incentive Pay for officers appointed on or after January 1, 2014 shall be increased effective July 1, 2018 as follows:

Associate's Degree in Law Enforcement

— Police Officer \$2,800.00 per year
 — Sergeant \$3,400.00 per year
 — Lieutenant \$3,800.00 per year
 — Captain \$4,400.00 per year

Bachelor's Degree in Law Enforcement

— Police Officer \$5,700.00 per year
 — Sergeant \$6,500.00 per year
 — Lieutenant \$7,600.00 per year
 — Captain \$8,800.00 per year

Master's Degree in Law Enforcement or a Law Degree

— Police Officer \$7,000.00 per year
 — Sergeant \$8,000.00 per year
 — Lieutenant \$10,000.00 per year
 — Captain \$11,000.00 per year

Effective July 1, 2019, Educational Incentive Pay for officers appointed on or after January 1, 2014 shall be as follows:

Associate's Degree in Law Enforcement

| | Effective July 1, 2019* | Effective January 1, 2023* | Effective July 1, 2023 |
|----------------|-------------------------|----------------------------|------------------------|
| Police Officer | \$3,300.00 per year | \$4,150. per year | \$5,500. per year |
| Sergeant | \$3,900.00 per year | \$4,950. per year | \$6,500. per year |
| Lieutenant | \$4,300.00 per year | \$5,650. per year | \$7,500. per year |
| Captain | \$4,900.00 per year | \$6,450. per year | \$8,500. per year |

*The education incentive is prorated as it is only applicable for half of the fiscal year. Retro pay for education incentive is limited to officers who are employed by the City on the date of ratification.

Bachelor's Degree in Law Enforcement

Effective January 1, 2023, a Bachelor's Degree in Law Enforcement or a Bachelor's Degree in: (i) Emergency Management from the Massachusetts Maritime Academy, or (ii) Criminology from Framingham State University or from another Commonwealth of Massachusetts State University, or (iii) Crime and Justice Studies from the University of Massachusetts Dartmouth or from another Commonwealth of Massachusetts State University, or (iv) Social Work from Bridgewater State University or from another Commonwealth of Massachusetts State University.

| | Effective July 1, 2019* | Effective January 1, 2023* | Effective July 1, 2023 |
|----------------|-------------------------|----------------------------|------------------------|
| Police Officer | \$6,450.00 per year | \$8,225. per year | \$10,500. per year |
| Sergeant | \$7,250.00 per year | \$9,625. per year | \$12,500. per year |
| Lieutenant | \$8,350.00 per year | \$11,175. per year | \$14,500. per year |
| Captain | \$9,550.00 per year | \$12,775. per year | \$16,500. per year |

* The education incentive is prorated as it is only applicable for half of the fiscal year. Retro pay for education incentive is limited to officers who are employed by the City on the date of ratification.

Master's Degree in Law Enforcement or a Law Degree

| | Effective July 1, 2019* | Effective January 1, 2023* | Effective July 1, 2023 |
|----------------|----------------------------|-------------------------------|------------------------|
| Police Officer | \$8,000.00 per year | \$11,500. per year | \$15,000. per year |
| Sergeant | \$9,000.00 per year | \$13,500. per year | \$18,500. per year |
| Lieutenant | \$11,000.00 per year | \$16,000. per year | \$21,500. per year |
| Captain | \$12,000.00 per year | \$18,000. per year | \$24,500. per year |

* The education incentive is prorated as it is only applicable for half of the fiscal year. Retro pay for education incentive is limited to officers who are employed by the City on the date of ratification.

The above payments shall not be included in the base pay of the police officer.

Educational credits eligible for the above payments must be for a criminal justice degree or a law degree program from an institution accredited by the Massachusetts Board of Higher Education or the New England Association of Colleges and Secondary Schools and comply with the guidelines and limitations established by the Board or Association. **Notwithstanding the prior sentence, effective January 1, 2023, officers with a Bachelor's Degree in:**

- (i) **Emergency Management from the Massachusetts Maritime Academy, or**
- (ii) **Criminology from Framingham State University or from another Commonwealth of Massachusetts State University, or**
- (iii) **Crime and Justice Studies from the University of Massachusetts Dartmouth or from another Commonwealth of Massachusetts State University, or**
- (iv) **Social Work from Bridgewater State University or from another Commonwealth of Massachusetts State University**

shall be eligible for the educational incentive.

An officer is only eligible for one educational incentive even if the officer has more than one qualifying degree.

9. Article 23 New Section - Body Worn Cameras:

Body Worn Cameras:

The Union agrees that the City has satisfied its bargaining obligations with respect to implementation of the Police Department's Body Worn Camera (BWC) policy and procedures and the use of BWC by officers. Prior to implementation of the BWC policy and procedures, the City will provide officers with training on BWC, the policy, and on the use of BWC.

10. Article 30 Management Rights

Add the following new paragraph to Article 30:

- (4) The Chief of Police/designee may assign retired police/law enforcement officers to conduct and/or assist with background checks on applicants for the following positions: cadets, dispatchers, and police officers.

11. Article 16 Residence of Police Officers

Amend Article 16 as follows (new language underlined; deleted language struck):

Police Officers ~~employed prior to August 1, 1978~~ shall reside within fifteen (15) miles of the limits of the City of New Bedford in Massachusetts. Said distance shall be measured from the closest border limits of the City of New Bedford to the closest border limits to the City or Town in which said Police Officer resides.

Police Officers ~~hired prior to March 24, 2018~~ shall reside in the City of New Bedford for no less than four (4) consecutive years from date of employment. ~~Police Officers hired after March 24, 2018 shall reside in the City of New Bedford for no less than ten (10) consecutive years from date of employment.~~ The City may waive all or some of the residency requirement for a current employee(s) and/or a future applicant(s) for police officer position(s) based on a determination by the Mayor that such residency requirement is or may be impeding the City's hiring and retention of police officers.

12. Article 37 – Promotion

Amend Article 37 by adding the following new paragraph:

“Officers who are being promoted who have accrued compensatory time, shall have all of their accrued compensatory time over 100 hours paid out before such promotion becomes effective.”

13. Article 22 Vacations

Effective January 1, 2024, replace the first paragraph in Section 1 with the following:

Each police officer who has the required service in the table below shall receive working days of vacation with pay as follows:

| Service as of December 31 st of the calendar year | Working days of vacation with pay during the calendar year |
|--|--|
| 6 months but less than 5 years of service | 10 |
| 5 years but less than 10 years of service | 15 |
| 10 years but less than 15 years of service | 20 |
| 15 years but less than 20 years of service | 23 |
| 20 years but less than 25 years of service | 27 |
| 25 years but less than 30 years of service | 28 |
| 30 years or more of service | 30 |

The parties agree that officers who receive more than twenty days of vacation may take their vacation days that exceed day twenty as full individual days and that said individual days shall be subject to the desired staffing levels language expressed in Article 34.

14. Article 13 Holidays

Effective July 1, 2023, replace the last paragraph in Article 13 with the following new paragraph:

“In addition to the holiday pay provided in this Article, when an officer actually works a regular scheduled shift on Christmas Day and/or Thanksgiving Day, the officer shall receive time and one-half pay for all hours actually worked on Christmas Day and/or Thanksgiving Day.”

15. Article 27- Sick Leave

Amend Article 27 by adding the following new paragraph:

"Without regard to whether the officer has medical certification/doctor's verification, an officer who uses sick leave including sick leave use for immediate family on the officer's work day before and/or after a scheduled vacation, shall not be eligible to work any details or voluntary overtime for the ~~seventy-two (72)~~ forty-eight (48) hours following such sick leave day(s)."

This Memorandum of Agreement is subject to: (i) the Mayor's approval, (ii) Union ratification, and (iii) funding by the City Council of the incremental cost items, and shall remain off the record for all purposes until it is approved by the Mayor, ratified by the Union membership, and funded by the City Council.

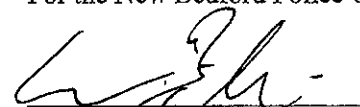
Agreed to by the Parties on the dates indicated below:

For the City of New Bedford


Mayor Jonathan F. Mitchell

Date: June 28, 2023

For the New Bedford Police Union


Evan Bielski, President

Date: June 28, 2023