

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**CITY OF NEW BEDFORD**

**AND**

**AFSCME, COUNCIL 93, LOCAL 851, UNIT A**

WHEREAS, the City of New Bedford ("City) and AFSCME, Council 93, Local 851, Unit A are parties to a collective bargaining agreement beginning July 1, 2020 through June 30, 2023; and

WHEREAS, the City of New Bedford ("City) and AFSCME, Council 93, Local 851 ("Union"), are parties to a collective bargaining agreement for Unit A ("Unit A Agreement") with a term beginning July 1, 2020 through June 30, 2023; and

WHEREAS, Article XXXI of the Unit A agreement requires that employees hired after September 1, 1978 must reside in the City of New Bedford for three (3) years and employees hired after December 11, 2017 must reside in the City of New Bedford as a condition of continued employment; and

WHEREAS, on January 14, 2021 the New Bedford City Council adopted an amendment to the City's residency policy that eliminates the Council's authority to grant residency waivers that extend beyond six (6) months with one six (6) month extension; and

WHEREAS, the City is committed to continue hiring qualified New Bedford resident to City positions, whenever possible; and

WHEREAS, the January 14, 2021 ordinance amendment has contributed to the City's inability to hire qualified employees to fill certain AFSCME positions that are critical to City operations and to enable the City to provide essential services to its residents.

NOW, THEREFORE, the parties agree to amend the Unit A Agreement by inserting the following paragraph at the end of Article XXXI of the Unit A agreement:

In instances when the City is unable to hire a qualified City resident to fill a vacant position that requires a specialized license or specialized skills or, in the event an existing employee, subject to the residency requirement, can demonstrate that it would be unduly burdensome to remain a city resident, the applicant/employee may be granted a waiver of the residency requirement. A fully completed Request for Waiver of AFSCME Residency Requirement Application may be submitted, by the applicant/employee, to the Mayor for consideration, in accordance with the "**Policy Concerning Waivers of the AFSCME Residency Requirement**". There is no guarantee that a residency waiver request will be granted, and the decision of the Mayor shall be final and shall not be subject to the grievance process or any other appeal.

The parties agree that the terms of this Memorandum of Agreement shall be incorporated into the next integrated collective bargaining agreement for Unit A. The Parties further agree that the City has satisfied any bargaining obligations it may have regarding the implementation of a residency waiver for AFSCME employees.


CITY OF NEW BEDFORD  
by:

  
\_\_\_\_\_  
Jonathan F. Mitchell, Mayor

Date: \_\_\_\_\_

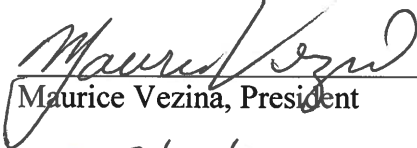
8/12/21

AFSCME, COUNCIL 93, LOCAL 851  
by:

  
\_\_\_\_\_  
Scott E. Taveira, Staff Representative

Date: \_\_\_\_\_

8/12/2021

  
\_\_\_\_\_  
Maurice Vezina, President

Date: \_\_\_\_\_

8/12/2021