



A G R E E M E N T

-Between-

**TEAMSTERS LOCAL UNION NO. 25
International Brotherhood of Teamsters**

-And-

**CITY OF MEDFORD
(DPW)**

JULY 1, 2022 THROUGH JUNE 30, 2025

**Thomas Mari
President/Principal Officer**

**Steven J. South
Secretary-Treasurer**

**Printed & Assembled by
Teamsters Local 25
Office Staff**

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A G R E E M E N T
CITY OF MEDFORD
AND
TEAMSTERS LOCAL UNION NO. 25

THIS AGREEMENT made under Sections 178G-178N of Chapter 149 of the General Laws, by and between the City of Medford, hereinafter called "the City" or "the Municipal Employer", acting by and through its Mayor and Teamsters Local Union No. 25, hereinafter called "the Union".

Excepting those provisions herein which provide otherwise, Teamsters Local Union No. 25 and the City of Medford, Massachusetts hereby agree to the following modifications and additions to their collective bargaining agreement which expired according to its terms on June 30, 2022. The resulting new collective bargaining agreement has a term of July 1, 22 to June 30, 2025. Unless otherwise modified or deleted herein, all provisions of the agreement expiring on June 30, 2022 are part of the new contract.

WITNESSETH

WHEREAS the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE 1
PERSONS COVERED BY THIS AGREEMENT

Section 1. The City recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of full time employees in the following classifications, to the exclusion of all other employees of the City of Medford. It is recognized by the parties that all individuals who are effectively "full-time employees" in the classifications listed in Article 1 are in the Union's bargaining unit and subject to the contract, regardless of their civil service status. Full-time employees shall mean all employees who have been in the employ of the City for more than 6 months having served a probationary period of 6 months.

CEMETERY: Cemetery Construction Handyman; Cemetery Laborer; Cemetery Maintenance Craftsman; Motor Equipment Operator, Grade III and Working Foreman Cemetery Laborer; Cemetery Maintenance Man; Motor Equipment Operator, Grade I and Cemetery Laborer; Motor Equipment Operator, Grade I and Working Foreman Cemetery Laborer; Motor Equipment Operator, Grade III; Working Foreman Cemetery Laborer; and Gardener Working Foreman Maintenance Craftsman Cemetery Laborer and MEOII

FORESTRY: Forestry Laborer; Motor Equipment Operator, Grade III and Working Foreman Forestry Laborer, Tree Climber and MEOII

HIGHWAY: Carpenter and Working Foreman Highway Laborer; Construction Handyman; Highway Laborer; Highway Laborer and Motor Equipment Operator, Grade I; Highway Laborer and Motor Equipment Operator, Grade III; Highway Maintenance Man; Highway Maintenance Craftsman; Highway Maintenance Craftsman and Painter; Mason Working Foreman Highway Laborer; Motor Equipment Operator, Grade III and Highway Laborer; Motor Equipment Repairman and Welder; Working Foreman Highway Laborer and Working Foreman Painter; Working Foreman Motor Equipment Operator, Grade I; Storekeeper, Night Watchman and MEOII

PARK: Park Laborer; Park Maintenance Craftsman and Working Foreman Park Laborer; Motor Equipment Operator, Grade I and Park Laborer; Motor Equipment Operator, Grade III and Working Foreman Park Laborer; Working Foreman Motor Equipment Operator, Grade I, Working Foreman Park Laborer; Yard Foreman Laborer; and Gardener Working Foreman Maintenance Craftsman Laborer and MEOII

WATER AND SEWER: Motor Equipment Operator, Grade I and Water and Sewer Laborer; Motor Equipment Operator, Grade III and Water and Sewer Maintenance Craftsman; Motor Equipment Operator, Grade III and Working Foreman Water and Sewer Laborer; Water and Sewer Laborer; Maintenance Craftsman and Working Foreman Water and Sewer Laborer; Water and Sewer Maintenance Man; MEOII; Water Meter Reader, Network Administrator Assistant and Network Administrator

ELECTRICAL DEPARTMENT: Working Foreman Signal Maintainer; Signal Maintainer; Traffic Signal Electronic Technician; Signal Maintenance Helper and MEOII.

ARTICLE 2

NON-DISCRIMINATION

The Municipal Employer and the Union agree not to discriminate in any way against employees covered by the Agreement on account of membership or non-membership in the Union, or on account of race, religion, creed, color, national origin, sex or age.

It is recognized by the parties that all individuals who are effectively "full time permanent employees" in the classification listed in Article 1 are in the Union's bargaining unit and subject to the contract, regardless of their civil service status.

ARTICLE 3

UNION SECURITY and UNION DUES

Upon compliance by the union with the necessary statutory requirements, the city will require, as a condition of employment, the payment of dues by the member of the Union and the payment of a service fee by a non-member on or after the thirtieth (30th) day following the beginning of such employment or effective date of the Bargaining Agreement, whichever is the later. Failure of any person to comply with this paragraph shall obligate the City, upon written notice from the union to such effect, to discharge such person.

The City agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments to the Local Union having jurisdiction over such employees. Written authorization by the employee must be furnished to the City via the Union in order for any deductions to commence. Dues deductions will be taken from the first (1st payroll period of each month and remitted to the Local Union by the second (2nd) payroll period of each month.

Initiation fees will be deducted in installments of \$50 each pay period until paid in full. Any other uniform assessments will be deducted based on a schedule agreed upon by the City and the Union. No deduction shall be made which is prohibited by applicable law. When an employee who is authorized for such deductions is a) not on the payroll during the week in which a deduction is to be made, or b) has no earnings or insufficient earning during that week, or c) is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The City agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the City written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION once each week by electronic transfer methods. The City shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

The City agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to DRIVE Chapter 25 on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

Stewards:

The City recognizes the right of the Union to designate job stewards and alternates from the City's seniority list.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

The investigation and presentation of grievances to the City's representative in accordance with the provisions of this collective bargaining agreement;

The collection of dues when authorized by appropriate Local Union action;

The transmission of such messages and information which shall originate with, and are Authorized by the Local Union or its officers, provided such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature and do not interfere with the City's business.

The City recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. The Union reserves the right to remove the Shop Steward at any time, for the good of the Union.

Stewards shall be permitted to investigate, present and process grievances on the property of the City, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE 4 MANAGEMENT RIGHTS

The Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management and reserves and retains all powers, authority and prerogatives including, without limitations, the exclusive right of the Municipal Employer or his duly designated agent to issue reasonable rules and regulations governing the conduct of the various departments covered by this agreement, provided that such rules and regulations are not inconsistent with the express provisions of the Agreement.

ARTICLE 5

INFORMATION TO BE FURNISHED UNION

- (a) The Municipal Employer shall furnish the Union with a copy of all communications exchanged between it and the Department of Civil Service relative to the hiring, promotions or transferring of bargaining unit employees. The Municipal Employer shall notify the Union in writing of all promotions, upgradings and reclassifications of bargaining unit employees. The Municipal Employer shall provide the Union with a written list containing the name(s) of employee(s) who have bid on positions within the meaning of Articles 18 (Promotions), 19 (Vacancies), 21 (Temporary Transfers) and 22 (Transfers) of this Agreement upon the closing of the respective application or bidding periods and, shall provide the Union with written notification as to which employee(s) received such position(s).

The representative of the Union shall sign a receipt of all such communications when the same are rendered.

- (b) Where the employee involved has either given prior written authorization, or accompanies a Union representative, the Union representative shall be given access, by the Municipal Employer, at reasonable times to the following personnel records pertaining to the employee involved:

1. Personnel Pay Card

2. The Personnel File

- (c) The employee assumes any and all risks involved in such disclosure, and no employee of the City nor the Union nor any of its representatives, shall be held accountable for disclosing information in the files under the circumstances provided for in Article 5.
- (d) No more than five (5) such records shall be requested by or made available to the Union representative at one time.
- (e) The form of written authorization shall be mutually agreed upon by the parties to this Agreement.
- (f) Upon requests, an employee suffering a job-related injury will be provided with a copy of his accident report.

The Municipal Employer shall provide the Union with a copy of the seniority list which the Municipal Employer is required to send to the Civil Service Commission once a year.

ARTICLE 6

THE WORK OF THE UNIT

No Department Heads, Supervisors or Foremen shall perform the duties of bargaining unit employees, except in case of emergencies.

ARTICLE 7

TEMPORARY AND INTERMITTENT EMPLOYEES

Individuals employed on a temporary or intermittent basis will perform solely basic labor as related on the labor job description not associated with the driving of vehicles; provided, however, that in the event of an emergency situation during which all unit employees have been given an opportunity on a straight time or overtime basis to perform the work in question and insufficient unit personnel are available to perform such work then temporary or intermittent workers may be utilized to perform such work, then temporary or intermittent workers may be utilized to perform such work in excess of basic manual labor.

Permanent employees who are qualified in the judgment of their department heads shall have preference over temporary personnel with respect to daily work assignments.

ARTICLE 8

SUBCONTRACTING

Section 1. The Union agrees that it will supply sufficient personnel required to complete the rubbish pickup during the calendar weeks in which June 17 (Bunker Hill Day), Independence Day and Thanksgiving Day occur and, if such personnel is furnished, the City will not subcontract rubbish pickup work during said three week periods.

Section 2. The Municipal Employer shall not contract out any rubbish pickup work except where, in the opinion of the Mayor, this work cannot be done with the available equipment and manpower from the bargaining unit.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. Only matters involving the question whether the Municipal Employer is complying with the express provisions of this Agreement shall constitute grievances under this Article.

Section 2. Grievances shall be processed as follows:

Step 1. The aggrieved employee or a group of employees with the same grievance shall present the grievance orally to the employees' immediate Supervisor outside of the bargaining unit who shall attempt to adjust the grievance informally.

Step 2. If grievance is not settled in Step 1, it shall be presented in writing by the aggrieved employee or groups of employees to, in the case of the Public Works divisions, the Director of Public Works and in Departments to the appropriate Departmental Head.

Step 3. If the grievance is not resolved in Step 2 within six (6) working days, the grievance shall be submitted in writing to the Municipal Employer.

Step 4. If the grievance is not resolved in Step 3 within fifteen (15) working days, the Union may submit the grievance to arbitration. Such admission to arbitration must be made within thirty (30) days after the expiration of the 15 working days referred to herein. Within the said thirty (30) days written notice of said submission must be given to the Municipal Employer by delivery in hand or by mail, postage prepaid, to the Mayor. The arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made. Expenses for the arbitrator's services shall bear its own expense for the presentation of the matter before the arbitrator.

Section 3. Written submission of grievances at Step 2 and 3 shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievance. If the grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Municipal Employer's representative and the Union representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled and shall be signed by the Municipal Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure provided herein.

Section 4. All grievances referred to above must be presented in writing at Step 2 within (10) working days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based. If it be determined at any time that corrective measures are due an employee as a result of the grievance procedure, they shall not be made retroactively operative for more than ten (10) working days prior to the date of first presentation.

Section 5. A written list of Union stewards and other representatives in each department shall be furnished by the Union to the Municipal Employer immediately after their designation and the Union shall notify the Municipal Employer of any changes.

Section 6. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 7. The arbitrator hereunder shall be without power to alter, amend, add to, recommend any change or changes, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding on both parties, the arbitrator shall submit in writing within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter, the decision. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

The Municipal Employer shall sponsor supplementary local legislative action as is appropriate to implement the decision.

ARTICLE 10 NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services required of him by this Agreement. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any such strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Union shall take all reasonable means to induce such employees or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith, and shall in addition, post notice to that effect on the bulletin board or boards in the various departments involved.

Section 3. In consideration of the performance by the union of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the Agreements contained in this Article by individual members of the Union.

Section 4. Notice where required under any part of this contract shall be considered adequate if posted by regular mail in the case of the Union to the address as follows: Teamsters Local 25 – 544 Main Street Boston MA 02129 and all legal process will be considered adequately served if the same individuals are duly served.

ARTICLE 11

HOURS OF WORK AND WORK WEEK

Section 1. The normal work day for employees covered by this Agreement is defined as follows: 7:00 A.M.-4:00 P.M. The normal work week for employees covered by this Agreement is defined as follows: Monday through Friday, for Forestry, Highway, Park, Cemetery, Water and Sewer personnel.

Section 2. The Municipal Employer and the Union recognize the existence of a five (5) day normal work week for certain employees including Saturday and Sunday as normal work days and excluding two (2) other days as non-normal work days.

ARTICLE 12

WAGES

The current wage schedule for employees covered by this Agreement will be increased as follows:

Effective July 1, 2022, increase the base salary of all titles by two and one-half percent (2.5%).
Effective July 1, 2023, increase the base salary of all titles by two and one-half percent (2.5%).
Effective July 1, 2024, increase the base salary of all titles by three percent (3%).

The "Compensation Plan of the City of Medford," as incorporated in Article 12 is hereby amended by the elimination of the first step insofar as bargaining unit positions are concerned so as to provide the attaining of maximum pay in classification upon two (2) years of appointment.

Upon an employee being promoted to a higher position his/her compensation shall be increased to the step at the higher position which results in an increase in pay of no less than 10% or greater than 15% except where the step necessarily results in an increase of 15% in which case the employee shall be paid at that step. In the event that a promotion from the highest step at one grade to the highest step of the next grade results in an increase of less than 10% the employee shall be paid at that step.

Compensation for overtime worked up to and including Sunday of a given week shall be included in employees pay checks received in the immediately succeeding week.

When overtime wages are due as provided in this section and are not received as expected, the City, whenever practical, shall cut a separate check to the employee(s) so affected on that given payday. For purposes of payroll calculation, the overtime referenced must have been earned between the preceding Monday through Sunday period.

ARTICLE 13

OVERTIME AND PREMIUM PAY

Employees shall be accorded the following premium compensation.

1. Pay at the rate of time and one-half the normal hourly rate for all hours worked over eight (8) in a normal work day and for all hours worked over forty (40) in a normal work week.
2. Pay at the rate of double time the normal hourly rate for all hours of compensable time on Saturday and Sunday (where an employee's normal work week is Monday through Friday), for all hours of compensable time on non-normal work days where an employee's normal work week includes Saturday and Sunday, for all hours of compensable time on Holidays excluding and, for any work performed after 12:00 a.m. (excluding work during an employee's normal working hours as set forth in Article 11 when an employee has not worked from 12:00 a.m. to the start of his normal working hours).
3. Effective July 1, 2018, any unit employee whose normal work tour commences at 4:00 p.m. or later will receive a night shift differential of \$1.50 (one dollar and fifty cents) per hour as part of his regularly hourly rate. The night shift differential shall be \$1.50 (one dollar and fifty cents) an hour for the Watchmen.
4. Employees who perform work through their lunch hour with the pre-approval of the DPW Commissioner, will leave work for the day at 3:00 PM. Employees who perform work through their lunch hour with the pre-approval of the DPW Commissioner and are required to stay until 4:00 PM shall receive one-hour of overtime pay at time and one-half for the additional hour worked. If an employee requests, through their Superintendent/Foreman, or the Superintendent/Foreman seeks to have their employee(s) work their lunch period, the Superintendent/Foreman must seek approval from the DPW Commissioner to grant/implement such requests.
5. Effective July 1, 2005 "the street sweeper operation shall be entitled to night differential" (where applicable).
6. "It is understood that, effective July 1, 2006 any employee working out of grade, will be compensated at the out of grade rate for all overtime hours worked, while assigned out of grade duties." The City will provide information on employees' paychecks regarding the number of overtime hours paid during the pay period.
7. The City will post sick leave time and vacation time available to all employees on a bulletin board in the DPW Administrative Office at City Hall. The bulletin board will be updated at least once monthly.

ARTICLE 14

OVERTIME ASSIGNMENT

Section 1. Overtime assignments shall be rotated within each job classification so that all employees will have an equal opportunity to acquire overtime work.

In addition, the permanent employees from all departments shall be afforded the opportunity to work what overtime is available before workers are called in from outside the bargaining unit. However, employees permanently employed in the department which has the overtime work shall have first choice of job assignments.

Section 2. An overtime log indicating overtime assignments shall be maintained by a representative of the Municipal Employer. The log shall be posted in each department in a conspicuous place and kept up to date on a daily basis. Union representatives shall be given access to and an opportunity to inspect departmental payroll records during normal working hours.

Section 3. Each employee shall furnish his Foreman with a telephone number at which notification regarding overtime assignments may be received. A failure to respond to such notification given by a representative of the Municipal Employer shall cause the employee to lose his turn on the list. The Municipal Employer may excuse failure to respond if satisfied that the circumstances causing the failure to respond justify such action.

Employees shall be called back for overtime as is current practice. All employees shall be given a 30 minute reporting period to report for call back overtime. Any employee who reports to work after the thirty (30) minute period shall not be eligible to receive the overtime previously offered. The thirty (30) minute period shall not be eligible to receive the overtime previously offered. The thirty (30) minute period begins from the time the employee is contacted until he/she reports to duty at his/her assigned location. Due consideration shall be uniformly given to reasonably extend the time for reporting on days when inclement weather would substantially interfere with the 30 minute time limitations.

Section 4. Upon being called back to work or called into work, unit employees shall be guaranteed a minimum of four (4) hours of pay at the applicable overtime rate.

Section 5. Where Saturday or Sunday overtime opportunities are known to the Municipal Employer prior to the end of the normal work hours as noted in Article 11 of this Agreement on the immediately preceding Friday, the Municipal Employer shall offer such opportunities to eligible unit employees prior to the end of such normal work hours on the immediately preceding Friday.

Section 6. Unit employees temporarily acting as Department Heads shall not be eligible for unit overtime work during the duration of their acting capacity. During such period of acting status, the names of such employees shall be removed from the overtime eligibility roster.

Section 7. Upon request by an employee, such employee, while on vacation, shall be eligible to work overtime during the weekend days prior to and immediately following his vacation.

Section 8. If an employee is out sick, he shall not be eligible for any overtime assignments until he/she returns to work and after he/she completes a full regular tour of duty, unless all employees have been called for said overtime assignment(s), and/or if an emergency situation exists.

ARTICLE 15 HOLIDAY OBSERVANCE

Section 1. In the event a recognized holiday occurs on a Saturday, the employee will be permitted one day's absence on the preceding Friday or following Monday, with pay, or in the event the employee is not permitted such one day's absence, he shall be paid for the Saturday holiday.

Section 2. The following holidays shall be paid days off for members of the bargaining unit:

New Years Day	Independence Day
Martin Luther King, Jr.'s Birthday	Labor Day
President's Day	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Bunker Hill Day	Christmas Day
Juneteenth	

Section 3. When City Hall is closed early, prior to 4pm, at the discretion of the Mayor at any point on the day prior to a holiday in observance of that holiday, members of the bargaining unit who are directed by the DPW Commissioner; or their designee in the Commissioner's absence, to remain on the job through the conclusion of the workday shall receive time and one-half their regular rate of pay for the hours worked from the closure of City Hall through the end of their regular shift. This provision excludes snow/ice events.

ARTICLE 16 REST PERIODS

- (a) A member of this Bargaining Unit who has worked sixteen (16) consecutive hours shall be entitled to a four (4) hour rest period with pay at his regular rate of pay. Where the rest period due to emergency conditions or the status of the work, cannot be granted, then such a member shall be paid for each hour over sixteen (16) hours, at the rate of double time his regular rate of pay; otherwise he shall be entitled to one and a half times his regular rate of pay.
- (b) If the four (4) hour rest period is taken, and the employee does not return to work, he shall not be entitled to pay for the four (4) hour rest period.

- (c) Employees covered by this Agreement shall be allowed reasonable break periods and/or suspend any outdoor work they are performing when in the discretion of the Director of Public Works, extremes of temperature may make such actions advisable. The decision of the Director, pursuant to the preceding sentence shall be neither grievable nor arbitrable under the collective bargaining agreement.

ARTICLE 17

WORK PREFERENCE

- (a) Where work qualifications are substantially equal, employees shall be given preference on the basis of the extent of their departmental seniority with respect to daily work assignments within their job classifications.
- (b) The determination as to qualifications involved with respect to such work assignment, shall be according to the job description of the assignment, and if none exists for a particular assignment, the qualifications established by the Municipal Employer shall govern the situation.
- (c) Where an employee is given preference based on seniority, a decision to accept or reject the opportunity must be made promptly, and if the Municipal Employer so requests, a rejection shall be in writing. A decision by the employee shall be final.
- (d) The existence of a Civil Service seniority list is recognized, but unless specifically noted, it is not the seniority list applicable in this Agreement. The City shall supply the Union with a seniority list for each department in the bargaining unit. Such lists shall reflect employee seniority standing within each job classification in each department. The lists shall not be effective until the Union provides the City with written approval for each such list.

ARTICLE 18

PROMOTIONS

Section 1. The Municipal Employer agrees to comply with the Civil Service law and regulation relative to promotions and transfers.

Section 2. Employees work records, including but not limited to commendations, awards, disciplinary actions, attendance records, availability for work and job performance shall be reviewed and shall be factor(s) in the promotional process. Where work qualifications and referenced factors are substantially equal, the seniority of the employee(s) shall be the determining factor.

Section 3. Employees who are working out of grade in a higher classification shall be paid at the first step of the higher classification during the period of the assignment. Employees shall be paid at the first step for such out of grade assignment for years 1, 2, of the assignment. For years 3 through 6 inclusive, the employee shall be paid at the second step of the higher classification during the period of assignment. For out of grade service after the completion of 6 years, the employee shall be paid at the top step of the higher classification during the period of assignment.

Employees who have been employed by the City of Medford as of January 1, 1998, and who have completed five (5) years of full-time service with the City of Medford Public Works Department, shall be paid at the top step of the higher classification during the period of assignment according to the provisions of this section.

ARTICLE 19 VACANCIES

- (a) Where a vacancy occurs in any job classification, and if the City intends to fill that position, the vacancy shall be posted within the 30-day period immediately following the effective date of the vacancy. The City shall notify the union within the 30-day period if the city intends to fill the position. If the vacancy is to be filled, it shall be posted on a bulletin board in department/division (including the cemetery) job areas for employees covered by this agreement. It shall also be emailed to all Foremen. Such positions shall set forth the job title involved and the pay rate therefore and shall be posted for five (5) days. Employees on sick leave, injury leave, vacation or other authorized leave when a job posting occurs will be sent a copy of such notice. Any employee applying for an open position who is not selected for said position shall receive a letter with the reasons that they did not get selected for the position
- (b) Vacancies shall be filled with qualified employees in order of seniority, pursuant to the following:

Where there is no existing Civil Service list for the higher position to be filled temporarily or permanently, the selection of an employee to perform such service in such higher position shall be made on the basis of qualification and ability, and where qualifications and ability are relatively equal, seniority as defined under Civil Service law and rules shall be the determining factor. The Department Head shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously or unreasonably. At the request of the Union, the Department Head shall provide written reasons for the denial of a senior employee's bid for a vacancy. Disputes hereunder shall be subject to the grievance and arbitration procedure.

- (c) The City shall provide an in-service training program within all Divisions. Such training program is intended to serve as a stepping stone for employees to receive the necessary qualifications for promotion within the labor force to the classifications of Maintenance Craftsman, MEO III Working Foreman Laborer, Carpenter Working Foreman Laborer, Carpenter Working Foreman Laborer and MEO I Laborer.
- (d) This training program shall be conducted by qualified personnel presently occupying the classifications itemized in subsection (c) of this section under the direct supervision of the Department Head or his designee. It is intended that this training program be conducted during the normal work day hours as defined in Article 11 of this Agreement. When it becomes necessary to conduct the training functions during hours other than the employee's normal work day hours, supervisory personnel shall be compensated for day hours, bargaining unit personnel performing the training function shall be compensated for such service performed beyond their normal hours at the applicable contract rate as set forth in Article 13 of this Agreement. Each training program shall be conducted for a minimum of fifteen (15) working days, provided that no training program shall be conducted for more than twenty (20) working days.
- (e) Each such training program shall be open to all employee applicants and shall be conducted for a reasonable period of time. Upon the conclusion of such program, the City's designee(s) shall determine whether each participating employee passed or failed such program. Employees who pass such program shall be deemed as equally qualified and able to occupy the trained-for position on a permanent basis upon the occurrence of a vacancy therein. It is the intent of this provision to allow the senior most bidder who has passed a training program for a unit position to be awarded his bid for a vacancy in such position. Pursuant to a form approved by the Union, the Union shall be motivated as to whether each participating employee passed or failed each program and, if failure is determined, the Union shall be provided with the reason(s) for such determination.
- (f) If a position requiring a Civil Service examination becomes vacant and the City intends to fill that position, then the City shall call for an examination within 30 days of the effective date of the vacancy. The City shall notify the union within the 30 day period if the City intends to fill the position.

ARTICLE 20

LEAVES OF ABSENCE

SECTION 1. Subject to the operating needs of each department, determined by the appointing authority, leave of absence without loss of pay will be permitted for the following reasons:

- (a) Attendance by the steward or other designee to a conference or seminar or other Union event in each case one (1) employee (or more than one if mutually agreed to by the City and the Union) for three (3) days' stay. The Business Agent shall notify the superintendent in writing.
- (b) Red Cross blood donations, if made on the premises of the department in which an employee requesting such leave serves, with the leave limited to three (3) consecutive working hours.
- (c) Promotional examinations conducted under Civil Service law and rules for promotion to any position in the service of the City.
- (d) Medical examinations for retirement purposes.
- (e) Attendance at hearings in Workmen's Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witness shall be remitted to the Municipal Employer.
- (f)
 - 1. Reasonable time for the investigation and processing of grievance by one (1) employee representative;
 - 2. Reasonable time for participation in collective bargaining sessions by no more than four (4) employee representatives;
 - 3. A period not to exceed four (4) hours for preparation of collective bargaining proposals by no more than four (4) employee representatives;
 - 4. The Union shall provide and keep updated a list of such representatives.
- (g) Attendance at educational programs required or authorized by the City.
- (h) Emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty or to light duty after having been injured during performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off-duty hours.

- (i) With 24 hours notice given to the Director of Public Works or his duly authorized designee, each employee shall be entitled to 3 personal days annually. Such 24 hours notice is to be given to the Director or his duly authorized designee except in an emergency where upon the employee shall give notification as soon thereafter as possible. In all cases the Director or his duly authorized designee shall approve the personal leave and his approval shall not be unreasonably withheld. Personal leave shall not be granted where overtime monies may be required or when the staffing needs of the Department would be adversely affected; however, this provision does not apply to the watchmen's' positions. Subject to the foregoing provisions, employees shall not be denied use of personal day leave for the sole reason that the leave would be taken during weeks in which a holiday occurs.
- (j) Upon employee request, he shall be entitled to the attendance of a Union representative at any meeting convened by any Municipal Employer representative relative to either contemplated or impending discipline or alteration of working conditions. A Union representative will be given time off with pay and without benefit loss for attendance at such meeting and for investigation of matters relevant to such meeting.

ARTICLE 21

TEMPORARY TRANSFERS

- (a) Any employee temporarily transferred to a work classification carrying a wage rate higher than that accorded his normal work classification shall be paid the wage rate of the work classification to which he has been transferred for all time worked in that higher classification, provided:
 - 1. His provisional transfer is approved by the Civil Service Commission.
 - 2. He has worked no less than one (1) work day in the classification to which he was transferred.
 - 3. The higher wage rate or the difference between the normal wage rate attached to his classification and the said higher wage rate, shall not be due from the City until such time as the approval referred to in No. 1 has been received.
- (b) Temporary transfers made within the departments covered by the Bargaining Unit shall be limited to one (1) week's duration.

ARTICLE 22

TRANSFERS

Section 1. Where work qualifications are substantially equal, members of the bargaining unit shall be given first opportunity to apply for available transfers, temporary and permanent, within the departments covered by this Agreement.

Section 2. The City shall post notices regarding available temporary and permanent transfers on bulletin boards in all departments. Such notices shall set forth the job title involved and the pay rate therefore and shall be posted for three (3) days.

ARTICLE 23

DISCIPLINE AND DISCHARGE

Section 1. No Employee shall be disciplined or discharged except for just cause and any dispute regarding such discipline or discharge shall be subject to grievance and arbitration procedures herein before set forth.

ARTICLE 24

RETENTION OF BENEFITS RIGHT AND PRIVILEGES

Section 1. No benefit, right or privilege accorded to employees of the Bargaining Unit effective of January 1, 1972, shall be affected by this agreement except to the extent specifically set forth in the provisions of the collective bargaining agreement. Parties asserting the existence of any such right, privilege or benefit, shall have the burden of proof of establishing the same.

ARTICLE 25

MEDICAL COVERAGE

Section 1. Health and Insurance Plan. The City's Group Life and Accidental Death and Dismemberment Insurance covering employees and their dependents/families as in force on the effective date of this Agreement shall remain in force and effect for the duration of this Agreement.

DENTAL AND VISION ONLY BENEFIT

This Dental and Vision Benefit Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.

Commencing with the first day of July, 2022, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Union 25 Health Services & Insurance Plan (hereinafter referred to as the "Health Plan") for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each week of forty (40) hours, for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$22.00 per week to the Health Plan, representing 50% of the full dental and vision benefit premium. The Employee's 50% share at \$22.00 per week shall be made on a pre-tax payroll deduction basis.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours worked.

The Employer shall remit payments to the Fund on the fifteenth (15th) day of the month for the prior month. Payment shall be made to Teamsters Union 25 Health Services & Insurance Plan, Schrafft's City Center, 529 Main Street, Suite 209, Charlestown, MA 02129.

The Employer agrees to and has executed a copy of the Teamsters Union 25 Health Services & Insurance Plan Agreement and Declaration of Trust dated May 2008 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

The parties agree that the Plan adopted by the Trustees of the Health Plan shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Health Plan as a deduction for income tax purposes.

It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Health Plan and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the Health Plan.

If the Employer shall fail to make contributions to the Health Plan by the fifteenth (15th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Health Plan have been under-reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and /or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Health Plan and/or the Local Union, the Local Union and its Business Agents or Chief Executive Officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

No oral or written modification of this section regarding dental and vision contributions shall be made by the Local Union or the Employer, and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the Health Plan.

All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report of contributions sent to the Health Plan.

Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Health Plan and the Local Union serves a 72-hour notice of delinquency set forth in this Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

The City's Group Health insurance shall be in accordance with the Public Employees Committee Memorandum of Agreement dated August 16, 2011.

Section 2. Sick Leave

- (a) Effective July 1, 1990, all employees covered by this agreement shall accrue sick leave days at a rate of 18 days per year of 1.5 days per month.
- (b) An employee who is absent because of illness shall be required to notify their superior no later than 15 minutes after the beginning of their work shift. Failure to provide such notification will result in such absence being charged to vacation leave, or leave without pay, at the discretion of the division or department head.

Section 3. Employees with 10 or more years of service shall be entitled to participate in the sick leave buy back program upon retirement or death in the following manner: Effective July 1, 2018.

SICK LEAVE CONVERSION TABLE

Years of Service	Minimum Days for Eligibility	Payout Per Day
10 to 20	Years of Services X 11	\$20.00
21 to 30	Years of Services X 11	\$25.00
31 to 34	Years of Services X 11	\$30.00
35 or more	Years of Services X 11	\$35.00

The Maximum payout shall be capped at \$15,000. Days are 8 hours in length. Absences in excess of 4 hours equal one day (i.e., 4 days, 5 hrs. = 5 days.)

Key to Columns:

- 1. Years of service is self explanatory.
- 2. The maximum number of sick leave days an employee may accumulate after the completion of the number of years of service (column 1). i.e., 18 days per year x 10 years of service = 180 days.
- 3. The minimum number of sick leave days an employee must have accrued and unused to be eligible for reimbursement. (110 days for 10 years; 121 days for 11 years, etc.)
- 4. 'Daily payment' is the eligible per diem payment rate.
- 5. 'Minimum payment' is the minimum amount payable under the formula (i.e. 110 days x 17.50 = \$1,925.)

6. 'Maximum payment' is the maximum amount payable under the formula prior to the 'Bonus' becoming effective (i.e., $129 \text{ days} \times 17.50 = \$2,257.50$ - actual figure is rounded.)
7. 'Minimum Bonus Days' are the minimum accumulation of accrued and unused days as set forth in column 7 for each year of service.
8. 'Bonus Per Day' is the eligible per diem payment rate if one qualifies based upon the number of days equal to or in excess of those stated in column 7 for the years of service. (i.e., to qualify after 10 years, one must have at least 130 accrued and unused days).
9. 'Minimum Bonus' is the minimum amount payable under the 'Bonus' formula (i.e., for ten year employee $130 \text{ days} \times 20.00 = \$2,600$).
10. 'Maximum Bonus' is the maximum amount payable under the 'Bonus' formula (i.e., for a ten year employee $180 \text{ days} \times 20.00 = \$3,600$).

Section 4. Effective June 1989, in an effort to reduce the level of sick leave utilization and to reward conscientious employees, any employee, who in each June 1 to May 31 twelve month period satisfies the following sick leave use provision, shall receive an annual sick leave incentive payment according to the following sick leave use schedule; provided, however, that this plan shall not apply to employees missing more than 30 days employment of Workers Compensation. If an employee with less than 30 days of lost work on Workers Compensation elects not to supplement his Workers Compensation benefits with sick leave benefits, he or she will be eligible for payment under the plan providing he or she is otherwise qualified.

Section 5. For absences in excess of 3 consecutive days, the City may require the employee to present a physicians' certificate. Not applicable when City knows of any long-term illness or hospitalization.

Section 6. The City and the Union agree than any misuse, abuse or excessive use of Sick Leave directly impacts on employee productivity and the effectiveness of municipal operation.

An employee(s)' misuse, abuse, or excessive use of sick leave may be grounds for employer disciplinary action.

Sick leave will not be deemed excessive where the City knows of the employee's hospitalization or like disposition or of the serious illness of the employee.

Section 7. Sick Leave Monitoring/Counseling

The City recognizes its responsibility to monitor the employees' use of Sick Leave and to notify the employee that his/her utilization of Sick Leave is deemed to have been misused, abused or excessively used.

Employees shall be given appropriate notification, in writing that their use of Sick Leave is in question and the employee shall be individually counseled if such use is deemed inappropriate. The employee recognizes that Sick Leave utilization may be monitored and he/she is subject to review of his/her usage; if improvements are not forthcoming, the provisions of (#6) shall be enforced.

Regular attendance by all employees is a necessary component to the Medford Public Works Department operations. It is not acceptable for an employee to take time off from work for reasons that are not necessary or legitimate even if the employee has sick time accrued. The City and Local 25 agree that the opportunity to accrue sick time is intended to provide salary continuation during periods of unavoidable absence due to illness.

Absences from work that are not necessary or legitimate will not be tolerated and may be subject to discipline by the City.

If an employee has flagrantly abused the sick leave system--by excessively being absent from work for unjustifiable reasons--the employee may be counseled and, if necessary, disciplined by the City. The City will first counsel employee; advising the employee that absences that are not legitimate or unavoidable are not acceptable. The employee may then be subject to appropriate progressive discipline if the employee continues to have excessive absences. This includes, but is not limited to, a pattern of absence before or after weekends, before or after three days off, vacations, holidays or other identifiable patterns and use of sick leave for purposes other than personal illness or off duty injuries. At all times, any discipline imposed by the City will be in conformance with this policy and the principles of just cause discipline.

Whenever an employee appears to be abusing sick leave, the City will make every reasonable effort to help the employee with whatever problems seems to be causing the abuse, with the goal of ending the abuse without having to administer discipline. The objective is to correct the problem, and have a fully productive workforce, not punish the employee if at all possible.

SICK LEAVE INCENTIVE

Use Yearly	Effective 7/1/2022
0	\$875
1	\$775
2	\$675
3	\$625
4	\$575
Use Second Year	
0	\$1425
1	\$1175
2	\$ 925
3	\$ 825
4	\$ 800

ARTICLE 26

SAFETY AND HEALTH

Section 1.

- (a) Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's superior and shall be a subject of grievance hereunder.
- (b) If, in the opinion of the assigned employee, a piece of equipment is unsafe to operate, such employee shall be allowed to immediately take such equipment to the department mechanic and such employee shall not be required to operate such equipment until the equipment is certified as safe by the Superintendent of Equipment and Repairs. It is understood that until such equipment is so certified, the employee in question may be assigned alternate equipment and/or duties within his classification.

A mechanic shall be assigned duty whenever two or more pieces of motorized equipment are being operated by employees. An additional mechanic shall be assigned for every eight (8) more pieces of equipment that are being operated by employees.

Employees shall receive required safety gear including, hardhats, gloves, safety goggles, etc. Employees shall be required to wear these items when appropriate.

Section 2. The parties to this Agreement agree to attempt to work out safety rules and regulations during the existence of this contract. In order to propose and implement such safety rules and regulations, the parties agree that a Safety Committee will be created composed of the Commissioner of Public Works or his designee, a designee of the Mayor, and one Public Works employee designed by Local 25, and to meet quarterly.

Section 3. The City shall make available to employees reflectorized clothing as needed to maintain safe working conditions. Effective July 1, 2000, each eligible employee shall be issued one (1) set of insulated rain gear as approved by the Local 25 bargaining committee and the appointing authority or his/her designee. Said rain gear shall be inscribed with the words 'City of Medford – Public Works'. Worn or damaged rain gear shall be replaced if necessary. No more than one set of rain gear will be issued to any eligible employee per year.

Effective July 1, 2000, each eligible employee shall be issued one (1) pair of rubber rain/foul weather boots. Said boots may be replaced if worn or damaged. Worn or damaged rain clothing or boots must be turned in prior to reissuance of the items. Employees are responsible for proper care and maintenance of clothing/boots.

Section 4. A Department Head shall request a police officer to be assigned to work locations where the Department Head deems this to be necessary to maintain safe working conditions.

Section 5. For the health, welfare and safety of fellow employees and the public any employee whose motor vehicle license is suspended or revoked shall immediately notify the Commissioner or his designee in writing. He/she will not be allowed to operate any motor vehicles or machinery requiring a valid motor vehicle license until such license is restored. Any employee who receives a moving violation summons (speeding, driving under the influence, etc.) shall immediately notify the Commissioner or his designee in writing.

Section 6. OSHA 10 and OSHA 30 Certification.

Effective July 1, 2022 any employee who receives OSHA 10 certification shall receive a \$300 incentive to be paid on July 1 of each year following certification and upon completion of any annual or bi-annual training and while certification is in effect.

			Effective 7/1/2022	Effective 7/1/2023
1.	CPR/AED/First Aid	-	\$ 250	\$ 250
2.	D1 License	-	\$ 600	\$ 600
3.	D2 License	-	\$ 850	\$ 850
4.	D3 License	-	\$1,100	\$1,100
5.	D4 License	-	\$2,100	\$2,100
6.	OSHA 30 / HAZWOPER	-	\$1,750	\$1,800

Stipends are to be paid annually on July 1 of each year. Stipends shall be Retroactive to July 1, 2018, upon successful completion of the above licenses by twelve (12) months following ratification of this contract.

ARTICLE 27 CITY ORDINANCES

Section 1. The Ordinance of the City of Medford, to the extent not inconsistent with the provisions of the within Collective Bargaining Agreement are incorporated into this Agreement and are made a part thereof

ARTICLE 28 BULLETIN BOARDS

Section 1. Bulletin Board space will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory, or inflammatory, or anything derogatory of the Municipal Employer or any of its Officers or employees. Any Union-authorized violations of this Section shall entitle the Municipal Employer to disregard its obligations under this Section.

ARTICLE 29

STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Municipal Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

Section 3. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction all other provisions of this Agreement shall remain in force for the duration of the Agreement.

ARTICLE 30

VACATIONS

Section 1. The present system as to vacation selection and scheduling shall be maintained for the duration of this Agreement.

<u>Length of Service</u>	<u>Vacation</u>
6 months - 4 years	2 weeks
5 years - 9 years	3 weeks
10 years - 14 years	4 weeks
15 years - 19 years	4 weeks and 2 days
20 years - 24 years	5 weeks
<u>25 years or more</u>	<u>6 weeks</u>

Section 2. Upon completion of necessary municipal legislative action, the length of vacation to which an employee is entitled shall be based upon the employee's length of accumulated service in the employ of the Municipal Employer.

Section 3. Upon an employee's voluntary termination, voluntary retirement or death, he or his heirs-at-law in the event of his death, shall receive his full vacation pay entitlement for the calendar year in which such termination, retirement or death occurs.

Section 4. Winter Vacations. Winter vacations may be granted at such time as the Director of Public Works or his designee(s) shall determine and shall be scheduled at times when the work program of the department will be least affected. Winter vacations are vacations which may be scheduled during the months of December, January and February in any year. Whenever possible, winter vacations will be granted to employees by seniority. In any case, at least one person per week shall be allowed to take a vacation during the months of December, January and

February. Additional employees shall be allowed to take vacations provided the employee(s) certify that they will make themselves available for emergency overtime assignments. Except in case of emergency, any request for winter vacation must be submitted in writing to the Director of Public Works no later than October 1 of the year proceeding the winter period as described above.

Section 5. An employee may request and be granted the opportunity to take single vacation days provided that the employee gives at least 24 hours notice to the Commissioner or his designee. It is further understood that the approval of single vacation days shall not be unreasonable withheld. As always, the manpower needs of the department shall be considered prior to the granting of single vacation days.

ARTICLE 31 LONGEVITY

The longevity increment benefits for employees covered by this Agreement are amended to reflect the following:

YEARS OF SERVICE	ANNUAL PAYMENT
	7/1/2021-6/30/2022
5 through 9	\$1050.00
10 through 14	\$1250.00
15 through 19	\$1350.00
20 through 24	\$1450.00
25 through 29	\$1600.00
30	\$1700.00
31	\$1800.00
32	\$1850.00
33	\$1900.00
34	\$1950.00
35 & Over	\$2000.00

The parties further agree that there will be no probation of the longevity benefit due an employee retiring under disability retirement, if such retirement takes place within one year of the date of the injury from which such disability arose.

Employees returning from workers compensation shall be eligible for their longevity upon return to work for a continuous 28-day period

ARTICLE 32

FUNERAL LEAVE

Bereavement Leave - An absence with pay, not to exceed four days, shall be granted in case of death of an immediate member of an employee's family (spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandchildren, grandparents or domestic partner.) An absence with pay of two days is granted in case of death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in law, uncle, aunt, nephew or niece.

ARTICLE 33

CLOTHING ALLOWANCE

FY23 Effective July 1, 2022 (7/1/22) – June 30, 2023 (6/30/23): increase annual payment by \$25.00 (to be paid in July 2022) to \$1250.00.

FY24 Effective July 1, 2023 (7/1/23) – June 30, 2024 (6/30/24): increase annual payment by \$25.00 (to be paid in July 2023) to \$1275.00.

FY25 Effective July 1, 2024 (7/1/24) – June 30, 2025 (6/30/25): increase annual payment by \$25.00 (to be paid in July 2024) to \$1,300.00.

Employees shall wear shirts with the city logo on them. The shirts shall be yellow, blue or gray. The employees shall also be required to wear yellow vest if they are working in the street or on a job site. The current uniform practices for mechanics shall remain the same.

ARTICLE 34

TOOL ALLOWANCE AND REQUIRED LICENSES

Employees who use their own tools in the performance of work for the Municipal Employer shall receive from the Municipal Employer replacements in kind and quality where such tools are either stolen or broken.

As of July 1, 1983, the City Agrees to pay the license fee for any license the City requires the employee to obtain or retain in order to perform his work for the City, excluding Class 3 motor vehicle licenses.

ARTICLE 35

TRAINING FUND

Section 1. Commencing with the 1st day of July, 2021, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Local 25 Training Fund (hereinafter referred to as the "Training Fund") for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a full-time, part-time, probationary, temporary or casual employee, irrespective of his status as a member or non-member of Local Union 25, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$0.10 per hour to the Training Fund from the first hour of employment, up to a maximum of forty (40) hours per week.

The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of all regular employees who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable, provided however, that contributions shall be payable from the first hour of employment, up to a maximum of forty (40) hours per week.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of thirty-two (32) hours per week for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of thirty-two (32) hours for each such week until the employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months.

There shall be no deduction from the equipment rental of owner-operators by virtue of the contributions made to the Training Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Hourly contributions to the Training Fund must be made for each hour worked on each employee, even though such employee may work only part time under the provisions of this contract.

In the case of employees paid on a mileage basis, the numbers of hours of contribution to the Training Fund shall be determined by dividing that employee's gross earnings for the week by the current hourly rate. Gross earnings shall include any other hours paid for, such as waiting time, breakdown time, pick-up and drop-off time, subject to the maximum weekly amount of contributions set forth above, not to exceed forty (40) hours per week per employee.

Section 2. The Employer agrees to and has executed a copy of the Teamsters Local 25 Training Fund Agreement and Declaration of Trust and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

Section 3. The parties agree that the Plan adopted by the Trustees of the Training Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Training Fund as a deduction for income tax purposes.

Section 4. It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Training Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the Training Fund.

If the Employer shall fail to make contributions to the Training Fund by the tenth (10th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Training Fund have been under-reported and/or underpaid fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Training Fund and/or the Local Union, the Local Union and any of its representatives shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

Section 5. No oral or written modification of this section regarding Training Fund contributions shall be made by the Local Union or the Employer, and, if made, such modification shall not be binding upon the Trustees of the Training Fund.

ARTICLE 36 MISCELLANEOUS

1. City New Hires

Effective upon ratification, the City shall no longer be required to utilize the labor service list when hiring new employees. All other civil service protections shall remain intact. Union shall not oppose a home rule petition or any other effort by City to implement this provision.

2. Night Watchman

City and Union agree to the new job description. The wage schedule for night watchman shall increase by \$2.00 dollars per hour.

3. 3A HE Hoisting License

Effective July 1, 2023, Mechanics who retain and maintain a 3A HE Hoisting License shall receive an annual stipend of \$250.00.

- 4.** In recognition of their work performed by the members of the bargaining unit during the course of the COVID 19 Pandemic, current members of the bargaining unit as of the execution of this agreement who worked for the City in the Calendar Year 2020 shall receive a one-time lump sum payment of \$750.00. Current members of the bargaining unit as of the execution of this agreement who worked for the City in Calendar Year 2021 shall receive a one-time lump sum payment of \$750.00. Current member of the bargaining unit as of the execution date of this agreement who worked both years shall be eligible for both payments, for a total payment of \$1,500.00. The payment set forth herein shall be paid following the bargaining unit's ratification of this MOA and the City Council's funding of the agreement.

ARTICLE 37

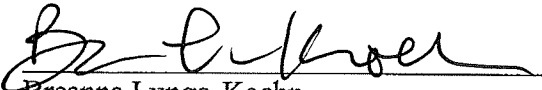
INNOVATION INCENTIVE AWARD

Members of the bargaining unit may, in writing, offer to the Commissioner of Public Works and the Mayor suggestions which would be designed to improve the effectiveness and efficiency of the public works function and/or labor management relations. All suggestions will be submitted by a date determined by the union and the commissioner. A joint Labor-Management Committee composed of 2 (two) union members, the Commissioner of Public Works and the Mayor or his/her designee, shall review all suggestions and implement same. If a suggestion proves beneficial and worthy of implementation, and if it is in fact implemented, that employee shall receive a seven hundred and fifty dollars (\$750) effective, July 1, 2001, incentive payment and shall be duly recognized for his/her contribution to the department.

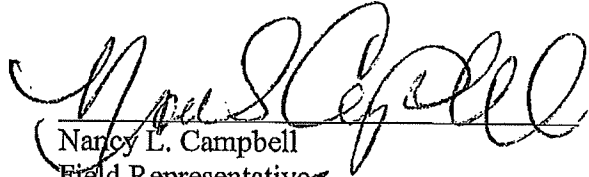
ARTICLE 38
DURATION AND RENEWAL

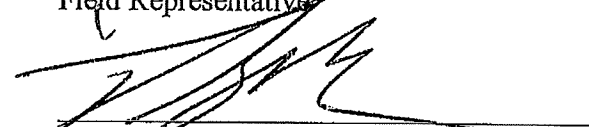
Section 1. This Agreement and each of its terms, shall be in effect as of July 1, 2022, and continue in full force and effect until June 30, 2025, or until a new Agreement is thereafter executed.

CITY OF MEDFORD


Breanna Lungo-Koehn
Mayor

TEAMSTERS LOCAL UNION NO. 25


Nancy L. Campbell
Field Representative


Thomas G. Mari
President / Principal Officer

1/30/24
Date

Date