

AGREEMENT

-Between-

TEAMSTERS LOCAL UNION NO. 25

Clerical Unit

-And-

CITY OF MEDFORD

JULY 1, 2019 THROUGH JUNE 30, 2022

Printed & Assembled by
Teamsters Local 25
Office Staff

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AGREEMENT

This Agreement entered into by and between the City of Medford, a municipal "City," and Teamsters Local Union No. 25, hereinafter referred to as "Union."

The effective dates of the collective bargaining agreement are for the period of July 1, 2019, through and including June 30, 2022.

WHEREAS, City recognizes Union as the exclusive representative for the purpose of collective bargaining relative to wages, hours and other conditions of employment of full- and part-time permanent clerical employees of City in the following department: Assessing, Auditing, Building and Electrical, Cemetery, City Clerk, Council on Aging, Engineering, Fire, Board of Health, Highway, Park, Planning, Police, Purchasing, Registrar of Voters, Treasurer-Collector, Veterans' Services, Water and Sewer. Specifically excluded shall be the Executive Assistant and the Assistant Director of Personnel in the Mayor's Office, the Legal Secretary in the Law Department, and the Secretary in the Mayor's Office.

The position of Assistant Clerk shall be removed from the bargaining unit upon its next permanent appointment.

NOW THEREFORE, in consideration of their mutual promises, the parties agree as follows:

ARTICLE 1 – 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.

ARTICLE 1 (A) – UNION 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.

One (1) steward or one (1) alternate steward shall be permitted to investigate, present and process grievances on the property of the City, without loss of time or pay. Such time spent handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Subject to the operating needs of the applicable Department and the prior approval of the Department Head and Human Resources Director, a leave of absence of up to three (3) days (Monday to Friday) not to exceed their regular work schedule per calendar year shall be granted to a Union Steward to attend a local qualified conference or seminar or other Union event. At no time shall these hours be calculated to qualify for overtime any work week.

ARTICLE 2 – MANAGEMENT RIGHTS

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, the Municipal Employer reserves and retains exclusively all of the authority, power, rights, jurisdiction and responsibility to the rights to manage the affairs of the Municipal Employer and determine the methods, means, processes and personnel by which operations are to be conducted; to determine the schedule and hours of work and the assignment of employees to work; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; and to take whatever action may be conducive to carrying out the mission of the municipal employer or any agency or department thereof.

ARTICLE 3 – NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slow-down or withholding of services required for the employee 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 such strike, work stoppage, slow-down or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any such strike, work stoppage, slow-down or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slow-down 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, slow-down or withholding of services, and to return to work forthwith, and shall in addition, post notices to the effect on the bulletin board or boards in the various departments involved.

ARTICLE 4 – CITY ORDINANCES

The ordinances of the City of Medford, to the extent not inconsistent with the provisions within the collective bargaining Agreement, are incorporated into this Agreement and are made a part thereof.

ARTICLE 5 – GRIEVANCE PROCEDURE

Section 1. Matters involving the question of whether the Municipal Employer is complying with the express provisions- of this Agreement relative to wages, hours and other conditions of employment or the question of whether a member of the bargaining unit has been discharged, suspended or otherwise disciplined except for just cause shall constitute grievances under this

Article.

Section 2. If an employee, and/or Steward Union representative believes that a matter giving rise to a grievance has occurred then he or she may within 20 calendar days of the event giving rise to that grievance, process the grievance in accordance with the following procedure:

Step 1: The aggrieved employee, or a group of employees with the same grievance, shall present the grievance orally or in writing to the employee's immediate supervisor outside of the bargaining unit, who shall attempt to adjust the grievance informally. If the grievance is not settled within five (5) working days the grievance may proceed to Step 2.

Step 2: If the grievance is not settled at Step 1 the grievant, the Steward and/or the Union Representative may present the written grievance to the appropriate Department Head within five (5) days. The Department Head, the grievant and the Steward and/or Union Representative shall meet within four (4) working days in an attempt to settle the dispute. The Department Head shall respond to the grievance, in writing, to the grievant, Union Steward and/or Union Representative within five (5) working days of the meeting.

Step 3: If the grievance is not resolved in Step 2, it may be filed at Step 3 within five (5) working days of the Step 2 answer. The written grievance shall be submitted to the Municipal Employer. The Municipal Employer shall meet with the grievant, and the Steward and/or the Union Representative within five (5) working days after the grievance has been filed at Step 3. The Municipal Employer shall respond in writing to the grievant, the Steward and/or the Union Representative within five (5) working days of the meeting.

Step 4: If the grievance is not resolved at Step 3, the Union may submit the grievance to arbitration within twenty (20) calendar days of the Step 3 answer. The grievance shall be submitted to the State Board of Conciliation and arbitration to process in accordance with its voluntary labor arbitration rules. The costs shall be borne equally by the City and the Union.

The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties and shall be subject to the provisions of chapter 150E of the General Laws.

Section 3. Where an employee who is covered by Sections 39 and 41 of Chapter 31 of the Massachusetts General Laws elects to arbitrate a grievance involving his/her suspension, dismissal, removal or termination, then that shall be the exclusive procedure for resolving any such grievance, notwithstanding any contrary provisions of the said Sections 39 and 41 of Chapter 31.

ARTICLE 6 – HOURS OF WORK AND WORK WEEK

Section 1 (a). The normal workday for bargaining unit employees not working in City Hall shall be from 8:30 a.m. to 4:30 p.m., Monday through Friday, with a one (1) hour lunch period.

Section 1 (b). The normal workweek for bargaining unit employees who work at City Hall shall be scheduled, by days and hours, as follows:

Monday	8:30 a.m. - 4:30 p.m.	7 hours
Tuesday	8:30 a.m. - 4:30 p.m.	7 hours
Wednesday	8:30 a.m. - 7:30 p.m.	10 hours
Thursday	8:30 a.m. - 4:30 p.m.	7 hours
Friday	8:30 a.m. - 12:30 p.m.	4 hours

City Hall employees will be entitled to a one (1) hour lunch period. On the tenth (10th) hour workday, City Hall employees will be entitled to a 20-minute dinner break. On the ten-hour workday, employees may, with Department Head approval and subject to staffing and scheduling considerations and requirements, combine the 15-minute afternoon break (for that day only) with the 20-minute dinner break, not to exceed 35 minutes in total.

Section 2. Each employee covered by this Agreement shall be entitled to a daily work break not to exceed fifteen (15) minutes between the hours of 10:00 a.m. and 12:00 p.m. and fifteen (15) minutes between the hours of 2:00 p.m. and 4:00 p.m. The daily work break shall not exceed thirty (30) minutes during any workday.

ARTICLE 7 – COMPENSATION PLAN

Section 1. The weekly wage rates for employees covered by this Agreement, as such rates appear in the most recent revision of Chapter 2, Revised ordinances of the City of Medford, Section 63, "Compensation Plan of the City of Medford," shall be adjusted to reflect all negotiated increases, including those agreed to in this contract, and shall be incorporated by reference herein. A Department head may choose to grant compensatory time off to employees who are required to work more than thirty-five (35) hours per week for special projects. An employee may elect to receive compensatory time in lieu of payment, compensatory time will be granted on a minimum of thirty (30) minutes increments on a weekly basis, not to exceed one hundred and five (105) hours at any given time. In addition, one and one-half (1.5) hours will be calculated after forty (40) hours are worked.

This is based on a six-month introductory period.

Section 2. Any employee who works beyond the regularly scheduled hours on any normal workday or who works on a Saturday, Sunday or holiday shall be paid for such work at the rate of one and one-half (1 1/2) times her regular hourly rate of pay. Any employee who works an authorized "call- back" in the evening or an authorized "call-in" on a Saturday, Sunday or holiday shall be guaranteed at least three (3) hours of work at the rate of one and one-half (1 1/2) times her regular hourly rate of pay or pay in lieu thereof.

Section 3. Any employee who is assigned to fill in for someone in a higher-paying classification during an extended absence of ten (10) calendar days or more will be paid at the rate of that higher paying classification while filling in for the absent employee, retroactive to the first day the work was assigned.

Section 4. Probationary employees shall be on Step 1 for six months after which they shall be placed at Step 2. After a period of one (1) year an employee shall be moved to Step 3 and an additional step each subsequent year from that date until the employee reaches the top of the step scale.

Section 5. In the event that any employee is promoted or upgraded, the employee shall be placed on the lowest step in the new grade which assures the employee at least a 3.5% increase over the employee's current rate of pay. The maximum placement will be the top step for that grade.

ARTICLE 8 – HOLIDAY OBSERVANCE

All unit members shall be granted the following holidays with pay whenever the holiday falls on a regular workday or within the employee's vacation period:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Patriots' Day	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Bunker Hill Day	Christmas Day

In the event that a recognized holiday occurs on a Saturday, the employee will be permitted one (1) day's absence on the proceeding Friday, with pay. If the holiday occurs on Sunday, the employee will be permitted one (1) day's absence the following Monday with pay.

ARTICLE 9 – LEAVES OF ABSENCE WITHOUT PAY

Section 1. Leaves of absence without pay may be granted for a period not to exceed three (3) months by the Mayor. Leaves of absence without pay exceeding three (3) months may be granted in accordance with Chapter 31, Section 37 of the General Laws of Massachusetts.

Section 2. Maternity leaves of absence shall be governed by the appropriate statutes. Employees may have up to twelve (12) weeks' unpaid maternity leave. Employees may use accumulated sick leave and/or vacation leave for the first eight (8) weeks of their maternity leave. In addition, weeks nine (9) through twelve (12) may be taken as sick leave, but only when conclusive medical documentation exists that shows that the employee's medical condition precludes her from returning to work. Evidence in the form of a Doctor's certificate must be provided upon request by the employer. Employees may use accumulated vacation time for weeks nine (9) through twelve of their maternity leave in accordance with Chapter 2, Section 68 of the Compensation Plan and Leave Ordinances of the City of Medford. Nothing above shall be understood as mandating an employee to use sick or vacation leave for any or all of her maternity leave.

shall not apply to employees missing more than 30 days employment because of Workers' Compensation of any other leave of absence.

Whenever an employee appears to be abusing sick leave, the City will make every reasonable effort to help the employee with whatever problems seem 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.

SICK LEAVE INCENTIVE	2009	Effective 7/1/16
USE (YEARLY)	PYMT	PYMT
FROM ZERO HOURS TO LESS THAN 4 HOURS (0 TO 3 HRS.)	\$775.00	\$825.00
FROM 4 HOURS TO LESS THAN 7 HOURS (4 TO 6 HRS.)	\$675.00	\$725.00
FROM 7 HOURS TO LESS THAN 14 HOURS (7 TO 13 HRS.)	\$575.00	\$625.00
FROM 14 HOURS TO LESS THAN 21 HOURS (14 TO 20 HRS.)	\$425.00	\$475.00
FROM 21 HOURS TO LESS THAN 28 HOURS (21 TO 27 HRS.)	\$375.00	\$425.00

USE (2ND YEAR PERIOD)	PYMT	PYMT
FROM ZERO HOURS TO LESS THAN 4 HOURS (0 TO 3 HRS.)	\$1,275.00	\$1 325.00
FROM 4 HOURS TO LESS THAN 7 HOURS (4 TO 6 HRS.)	\$1,025.00	\$1,075.00
FROM 7 HOURS TO LESS THAN 14 HOURS (7 TO 13 HRS.)	\$775.00	\$825.00
FROM 14 HOURS TO LESS THAN 21 HOURS (14 TO 20 HRS.)	\$675.00	\$725.00
FROM 21 HOURS TO LESS THAN 28 HOURS (21 TO 27 HRS.)	\$525.00	\$575.00

The provisions of this section shall commence upon the execution of this agreement. Prior years shall not be used in the computation of payments. Payments in the second year shall not be greater than the payment represented by the greater amount of sick use in either year.

For Example:	Hours
Year 1 (current)	14 hours used
Year 2 (prior)	0 hours used
Total - 2 years	14 hours used

For Year 1, employee would be eligible for \$475. For two years combined, employee would be eligible for \$725. Therefore, employee would get the higher or \$725.

Section 7. Whenever a member of the bargaining unit is unable to come to work due to long term illness or accident, the Union shall solicit sick leave time from active members of the bargaining unit to donate to the member. All donations are voluntary. Employees can contribute up to 14 hours per member per year.

All accumulated sick leave, vacation time, compensatory time, and personal leave must be used before an employee shall be eligible to receive donated time.

Sick Leave Bank Policy

There shall be a Sick Leave Bank for the use of the bargaining unit employees in the event of an extended illness or accident, which has depleted the employee's personal sick leave accumulation. Employees, on a voluntary basis, may belong to the Sick Leave Bank. The Sick Leave Bank will be restricted to those who have contributed to the bank. Days placed in the Sick Leave Bank by an employee shall remain part of the Sick Leave Bank.

Beginning effective January 1, 2018, three (3) sick days to a maximum of five (5) sick days from each employee's sick leave accumulation may be allocated to the Sick Leave Bank, and each January 1 thereafter, minimum of two (2) sick days up to maximum of five (5) sick days from each employee's sick leave may be allocated to it. Sick days allocated to the Sick Leave Bank shall be distributed to eligible employees by majority vote of a committee comprised of three (3) members appointed by the Union.

In order to be eligible for the Sick Leave Bank distributions, employees must be permanent full, or part time employees covered by this agreement with at least six (6) months of service, have exhausted all personal, sick leave, and vacation and have an extended illness or injury.

No employee shall receive more than thirty (30) days of sick leave from the Sick Leave Bank in any fiscal year.

The Committee established to distribute Sick Leave from the Sick Leave Bank must report each request and its actions to the Chief of Staff and the Department Head of the affected employee.

Denial of request for sick leave by the Sick Leave Bank Committee will not be grievable.

ARTICLE 11 – FUNERAL LEAVE

All employees shall be granted leave without loss of pay in the event of the death of his/her spouse, mother, father, brother, sister, father-in-law, mother-in-law, grandmother, grandfather, child or grandchild for a period not to exceed four days. In the event of the death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew or niece he/she shall be granted leave without loss of pay not to exceed two (2) days. Such leave may be granted by the Mayor, in his discretion, in other circumstances.

ARTICLE 12 – VACATIONS

Vacations shall be granted as provided in the Compensation and Leave Ordinance of the City of Medford as it may be amended from time to time. Present vacation plan is as follows:

- a. Two (2) weeks' vacation for employees who have served through the fourth (4th) year.
- b. Three (3) weeks' vacation for employees who have served not less than five (5) years but not more than nine (9) years.

- c. Four (4) weeks' vacation for employees who have served not less than ten (10) years but not more than fourteen (14) years.
- d. Five (5) weeks' vacation for employees who have served not less than fifteen (15) years but not more than nineteen (19) years.
- e. Six (6) weeks' vacation for employees who have served not less than twenty (20) years.

ARTICLE 13 – HOSPITALIZATION

The City's Group health insurance shall be in accordance with the Public Employees Committee Memorandum of Agreement. The City's Delta Dental Insurance shall remain intact.

If at any time during the length of this Agreement, an employee, currently utilizing the City's health insurance program, discontinues coverage under the City's health insurance program he/she will receive a onetime only lump sum payment of \$300.00, provided that the employee does not re-enroll in the City's health insurance for at least 12 months from the date of discontinuance of coverage. If an employee does re-enroll sooner than 12 months after discontinuing coverage, he or she must re-pay the City the \$300.00. This option may be exercised only once.

ARTICLE 14 – LONGEVITY INCREMENTS

The Longevity increments shall be as follows:

CLERICAL		
YEARS OF SERVICE	ANNUAL PAYMENT	ANNUAL PAYMENT
	7/1/2013	7/1/2017
5 through 9	\$875	\$925
10 through 14	\$1,025	\$1,075
15 through 19	\$1,075	\$1,125
20 through 24	\$1,175	\$1,225
25 through 29	\$1,325	\$1,375
30 or more	\$1,425	\$1,525

ARTICLE 15 – PERSONAL TIME

Personal time off, not to exceed twenty-one (21) hours per year for bargaining unit employees provided notice of intent to take such time off is provided to the Department Head within a reasonable time of the hours to be taken, and further provided that unused personal time off may not be accumulated from year to year, but may be converted to sick leave hours at the employee's written requests to their respective Department Head.

Personal days shall be used to do those things that could not otherwise be accomplished except during normal working hours.

ARTICLE 16 – GENERAL INCREASE

The wages of all employees, and the salary figures for all steps and grades, will be increased by the following percentages as of the following dates:

January 1, 2020	2.0 %	July 1, 2021	1.0%
January 1, 2021	2.0%	January 1, 2022	2.0%

Salary schedule is stated in Appendix B.

* All retroactive wage increases and benefits increases provided for herein shall be paid only to members of the bargaining unit at the time of the Union's ratification of this memorandum of agreement or any former member who retired in good standing from employment with the City either on or before three (3) months prior to the ratification of the memorandum of agreement on July 29, 2023. No employee who was terminated or resigned from employment during this period of time will be eligible for a retroactive wage payment.

In recognition of the 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 ratification of this agreement, or former members of the bargaining unit who retired in good standing from employment with the City either on or before three (3) months prior to the execution of the memorandum of agreement on July 29, 2023, who worked for the City in Calendar Year 2020 shall receive a one-time lump sum payment of \$750.00.

Current members of the bargaining unit as the execution of this agreement, or former members of the bargaining unit who retired in good standing from employment with the City either on or before three (3) months prior to the ratification of the memorandum of agreement on July 29, 2023, who worked for the City in Calendar Year 2021 shall receive a one-time lump sum payment of \$750.00.

Current members of the bargaining unit as the execution date of this agreement who worked both years shall be eligible for both payments, or former members of the bargaining unit who retired in good standing from employment with the City either on or before three (3) months prior to the ratification of the memorandum of agreement on July 29, 2023, who worked both years above, 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 17 – VDT SCREENS

The City will purchase VDT screens for use by all secretaries and clerical help using computers or word processors.

ARTICLE 18 – VACANCIES

A. Definition

For the purposes of this Agreement, a vacancy shall be defined as any permanent opening occurring or reasonably expected to occur, in a classification within the bargaining unit, and shall also include the establishment of existing positions.

B. Posting and Bidding Procedure

1. When any such vacancy occurs, or is about to occur, the City shall send notices to all locations, setting forth job class, title, pay rate, location of the vacancy, and other pertinent information. Such notice shall be made available upon receipt to all members of the bargaining unit and posted on the appropriate bulletin boards by the Director or Department Head. Copies shall be sent to the Union.
2. The vacancy shall be posted for five (5) working 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.
3. The filling of vacancies shall be made pursuant to Massachusetts General Laws, Chapter 31, where appropriate. In the event the qualifications of a bargaining unit member are equal to those of an outside candidate, preference will be given to the bargaining unit member.

ARTICLE 19 – SAVING CLAUSE

In the event that a court determines any provision hereof to be illegal, the provision shall not operate to void the remaining provisions of this contract unless they are related thereto directly or indirectly or dependent thereon.

ARTICLE 20 – EMPLOYEE FILES

All employees' files shall be maintained under the following conditions:

1. No material derogatory to an employee's conduct, service character, or personality shall be placed in the files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing her signature on an actual copy to be filed with the understanding that such signature merely signifies that she has read the material to be filed. Such signature does not necessarily indicate agreement with its contents.
2. The employee shall have the right to answer any material filed. This answer shall be attached to the material filed.
3. Upon request by the employee, he/she shall be given access to her file within a reasonable time and shall be given a reproduction of any material in her file.

ARTICLE 21 – BULLETIN BOARDS

Sufficient bulletin board space shall be reserved at an accessible place in each location for the use of the Union for purposes of posting materials dealing with proper and legitimate business of the Union.

ARTICLE 22 – LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee consisting of three (3) members from the Union and three (3) members from management will be formed. The Committee will examine, attempt to come to consensus, and may make recommendations on the following issue(s): generic job descriptions, performance evaluations, the transfer of employees, and the City's compensation proposal. The work of the Committee will be non-binding and will be subject to the approval of the Mayor.

ARTICLE 23 – INNOVATION INCENTIVE AWARD

Members of the bargaining unit may, in writing, offer to the Department Head and the mayor suggestions which would be designed to improve the effectiveness and efficiency of the clerical function and labor management relations. All suggestions will be submitted by a date determined by the Union and the Mayor or the Mayor's designee. The Labor/Management Committee referred to in Article XXII shall review all suggestions. If a suggestion proves beneficial and worthy of implementation, and if it is in fact implemented, the employee submitting the suggestion shall receive a \$500.00 incentive payment and shall be duly recognized for her/his contribution to the department and the City. A maximum of two (2) awards will be granted each year.

ARTICLE 24 – LAYOFF AND RECALL

- A. Whenever a reduction in the workforce becomes necessary, the City shall first inform the Union as soon as possible.
- B. The City and the Union will meet to discuss the impact of such action at least seven (7) working days before any individual member is informed of such action.
- C. For the purpose of any layoff or reduction, the City shall proceed in the following manner:
 - 1. Part-time positions will be eliminated before any full-time position, with the exception of part-time positions that are grant funded.
 - 2. Bargaining unit members who have not attained permanent Civil Service status shall be laid off in reverse order of their length of service with the City of Medford. Those bargaining unit members who have permanent status shall be laid off in reverse order of seniority as allowed under applicable Civil Service laws and regulations.
 - 3. In the event that bargaining unit members have the same date of permanency, they will be laid off in reverse order of seniority based on the total length of service in positions that are covered in the bargaining unit. For the purpose of bumping, the order will be lateral

first, then downward provided that the employee is relatively qualified to perform the duties and the responsibilities of the position.

D. Recall to work after a layoff shall be in reverse order of layoff. The recall period for employees who are laid off is limited to two (2) years from the effective date of the layoff. It is understood that failure of any laid off employee to accept a written offer of recall within a twenty-one (21) day period, from the time the offer is made, will constitute a refusal of that offer. It is the employee's responsibility to inform the City of any address or phone number change during the two (2) year recall period.

ARTICLE 25 – TRAINING

Training shall be offered to employees as determined by the Department Heads. Employees are allowed to attend two classes per year, reimbursed by the City. Classes must be in relation to their job and will need to be pre-approved by the Department Head. In the event of a denial, an appeal to the Personnel Director will need to be requested within 30 days of the original request.

ARTICLE 26 – TERMINATION

This Agreement and each of its terms shall be in effect as of July 1, 2019, and continue in full force and effect until June 30, 2022, or until a new Agreement is thereafter executed.

Either party to this Agreement may in writing notify the other party by October 1, 2021, of its intent to negotiate the terms of a new Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused the execution by their agents duly authorized on the date first above written:

Signed this 9th day of January, 2023 by our duly authorized representatives.

FOR THE EMPLOYER:


CITY OF MEDFORD
CLERICAL


Breanna Lungo-Koehn
Mayor

FOR THE UNION:

TEAMSTERS UNION LOCAL NO. 25
affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS


Thomas G. Mari
President / Principal Officer


Nancy L. Campbell
Field Representative

APPENDIX A – SICK LEAVE CONVERSION PLAN

An employee must have 10 or more years of service with the City in order to qualify for payment for accumulated sick leave use. The payment for unused sick leave will be made in the same manner as the payment for unused vacation. It will be included in the employee's last paycheck, will be subject to Income Tax Withholding, and will be reported on the W-2 forms distributed the following January.

Effective July 1, 2018, an employee who has fifty (50) days or more of accumulated sick leave upon his or her separation from the City, he or she will be entitled to payment from the City in the amount of \$25.00 per day, for each day of such accumulated sick leave, provided such payment shall not exceed \$5,000.00.

An employee who has less than fifty (50) days accumulated sick leave and not terminated for cause upon his or her separation from the City, he or she will be entitled to payment from the City in the amount of \$10.00 per day of such accumulated sick leave, provided such payment shall not exceed \$490.00.