

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF MEDFORD  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, COUNCIL 93  
AFSCME, LOCAL 1599 MEDFORD SCHOOL TRAFFIC  
SUPERVISORS' UNION

JULY 1, 2021 - JUNE 30, 2024

## **ARTICLE I - PREAMBLE**

This AGREEMENT is entered into and between the Municipal Corporation hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Council 93, Local-1599 MEDFORD SCHOOL TRAFFIC SUPERVISORS UNION.

## **ARTICLE II - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for all eligible employees covered in the Medford School Traffic (MST) Supervisors Union, excluding all other employees of the Employer and all managerial and/or confidential employees as defined in G.L. c150E.

## **ARTICLE III - 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, control and responsibility to improve the efficiency of its operation, business, to organize and re-organize; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the schedule and hours of work, tasks, classification and the assignment of employees to such work and tasks; 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. The foregoing shall not be taken as a limitation upon the Union to represent employees covered by the grievance procedure herein, where applicable.

The probationary period after permanent appointment requires six months of scheduled performance of the actual duties of such position.

## **ARTICLE IV – NON-DISCRIMINATION**

As sole and exclusive collective bargaining agent the Union will continue to accept into voluntary membership all eligible persons in the union without regard to race, color, creed, national origin, sex, handicap or marital status. Notice shall be given to the Employer forthwith upon such acceptance so that the Employer may object to the eligibility of such employee. The Union will represent equally all persons without regard to membership participation in or activities in the Union.

The Employer agrees not to discriminate against any person on the basis of race, creed, color, national origin, sex, handicap, marital status or participation in or association with the activities of the Union.

**ARTICLE V – UNION DUES**

Pursuant to the provision of General Laws, Chapter 180, Section 17A accepted by the Employer, Union dues shall be deducted by the Employer monthly from the salary of each employee who voluntarily executes and remits to the Employer a form of authorization for payroll deduction of Union dues, initiation fee and assessments.

Such authorization may be withdrawn by the employee by giving at least sixty (60) days' notice in writing to the Employer and by filing a copy thereof with the Treasurer of the Union. The Union shall provide forty-five (45) days advance written notice should dues be increased.

Transmittal of said dues deducted shall be made to the Union Treasurer within thirty (30) working days after the month in which dues are deducted; provided that the Employer Treasurer is satisfied with such evidence as they may require that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of their duties, in a sum and with such surety or sureties as are satisfactory to the Employer Treasurer.

BY \_\_\_\_\_

Last Name                      First Name                      Middle Name

TO \_\_\_\_\_

Employer                                      Department

Effective  
\_\_\_\_\_

Date

I hereby request and authorize you to deduct from my earnings once each month an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union.

The authorization shall continue for a period of one (1) year from the date hereof or until the termination of this Medford School Traffic Supervisors Union Local 1599 agreement (whichever occurs first) and shall be automatically renewed for successive periods of one (1) year unless written notice of revocation is given by me to you in writing. Upon the receipt whereof, this authorization shall expire sixty (60) days thereafter.

Signed \_\_\_\_\_

Any reserve assigned to an open post for more than 180 calendar days shall pay the current rate of Union dues.

The parties agree to comply with the provisions of General Laws, Chapter 150E, S 12, Accordingly, it shall be a condition of employment that on or after the probation period of employment in the bargaining unit, or the effective date of this agreement, whichever is later, each and every member of the bargaining unit, who is not a member of the Union, shall pay the Union an agency service fee, The agency service fee shall be deducted pursuant to paragraph 1 of this Article.

#### **ARTICLE VI – UNION REPRESENTATIVES/BARGAINING GRIEVANCES**

Union representatives, not to exceed three (3) on duty employees with pay at any bargaining session, may meet to negotiate with the Employer. The employee(s) while negotiating shall remain on duty subject to assignment. The Union agrees that grievances will not be processed, investigated or otherwise involve the time of any employee while on duty, Excepting only the local unit monthly Union meetings, the union agrees that all internal union activities, including ratification meetings, election of officers, election campaigns, charter amendments, business meetings, union training business and like activities, will not be conducted on Employer premises or involve on-duty employees without the express written consent of the Employer.

#### **ARTICLE VII – UNION REPRESENTATIVE**

The Union representative, not an employee of the City, may visit an employee(s), while on duty, or the collective bargaining representative provided that he/she, at the time of seeing the employee(s) gives notice to the Chief of Police or their designee of his/her presence and further provided that such visit(s) does not interfere with the employee's performance of his/her duties while on duty. The employee shall remain on duty subject to assignment.

#### **ARTICLE VIII – GRIEVANCE PROCEDURE**

The term "grievance" shall mean an alleged violation by the Employer in the interpretation or application of one or more specific clauses of this Agreement.

Step 1: The grievance shall be presented within seven (7) days of the date of the alleged violation or from the time the employee knew or reasonably should have known of its occurrence. The grievance shall be presented in writing on a mutually agreed upon grievance form signed by the aggrieved employee, to the Chief of Police or their designee who shall respond in writing within ten (10) working days to the grievant. Failure to respond within the time limit shall be deemed a denial of the grievance.

Step 2: If the grievance still remains unsettled or if no timely response has been received, the documents from Step 1 shall be turned over to the Mayor or their designee within seven (7) working days after the response of the Chief of Police or their designee is received, or within seven (7) working days after the expiration of the time limit of Step 1. The Mayor or their designee may hold a hearing in executive session with the employee, their union representative, and necessary witnesses, the Chief of Police, and any other designated City Official(s) or agent(s). The grievant shall present all material facts and

evidence pertaining to the said grievance. The Mayor or designee shall forward to the grievant their response within twenty-one (21) working days after the hearing. Failure to so respond shall be deemed a denial of the grievance

If no hearing is held, the Mayor or their designee shall transmit in writing to the grievant their decision on the grievance within fourteen (14) days of the receipt of the documents from Step 1. The word "respond" shall mean to make a meaningful reply rather than to make a definite decision. It is also agreed that the words "failure to respond" shall apply when no response has been tendered within the specified time limit.

Step 3: Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Steps 1 and 2 and which involves either:

- a. The interpretation or application of a provision of this agreement, or
- b. A disciplinary action (including discharge), imposed on or after the effective date of this agreement, which is alleged to have been imposed without just cause may be subject to arbitration by written notice from the Union received within fifteen (15) days after the response of the Mayor or their designee or the denial of the grievance.

The arbitration proceeding shall be conducted by a person qualified in labor relations to be selected by the City and the Association within fourteen (14) days after notice has been given. If the parties fail to select an arbitrator within said fourteen (14) days then the party requesting arbitration shall have an additional seven (7) days to submit the grievance to the American Arbitration Association in accordance with the Voluntary Labor Arbitration rules of that Association.

The award of an arbitrator so selected upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, subtract from, or in any way alter the provisions of this agreement. During the twelve (12) month probationary period after permanent appointment, the employee may be terminated without recourse to the grievance procedure and/or arbitration.

The expense for their services shall be borne equally by the employer and the Union, However, each party shall be responsible for compensating its own representatives and witnesses and or required filing fees.

## **ARTICLE IX – INSURANCE**

Section 1. MEDICAL COVERAGE - Eligible employees of the Union shall retain the right to participate in the current hospital plan coverage as provided other eligible municipal employees.

Section 2. Eligible employees of the Union shall retain the right to participate in the current life insurance plan as provided other eligible municipal employees.

Section 3, An eligible employee is a Permanent Traffic Supervisor hired before October 5, 2011 and works greater than 18.75 hours per week per Memorandum of Agreement dated October 5, 2011.

#### **ARTICLE X – FUNERAL LEAVE**

In the event of the death of a spouse, father, mother, brother, sister, child, grandfather, grandmother, mother-in-law, father-in-law, or grandchild of an employee with six or more months of continuous active service and who is in active service at the time of such death, such employee shall be entitled to receive four (4) consecutive days' leave without loss of pay, commencing the day after the day of death, for the purposes of attending funeral services and arranging for burial; in the event of the death of a brother-in-law or sister-in-law of such employee, he shall be entitled to receive two (2) consecutive days leave without loss of pay, commencing the day after the day of death, for such purposes. Leave without loss of pay under this Section shall not be deducted from sick leave or vacation leave.

If a member entitled to leave without loss of pay under this Section requires additional leave for such purposes, or in the event of a death in the immediate family of an employee not entitled to leave without loss of pay under this Section, leave for such purpose shall be deducted from sick leave allowance, if any, with the consent of the Chief of Police, which consent shall not be unreasonably withheld.

#### **ARTICLE XI – SENIORITY**

The seniority of employees covered by this agreement shall date from the first and continuing full work days of employment each year without interruption and thereafter. Employees shall have the right and option to bid on a vacant post with preference given to employees in the order of their seniority, when such post becomes available because of a transfer or leave of absence, retirement, death, resignation or because of a newly authorized or created post, or for any other reason. The City reserves the right to abolish posts or not to fill vacancies.

#### **ARTICLE XII – SICK LEAVE**

Section 1.

Eligible employees of the Union shall be granted sick leave aggregating not more than eleven (11) sick leave days in one school calendar year(s) exclusive of Sundays and holidays without loss of pay. Unused sick leave not used in any calendar year may be accumulated for use in any following year.

Section 2.

An eligible reserve employee represented by the Union who has worked a minimum of twenty-two consecutive paid work days shall accrue one (1) sick leave day for each such consecutive twenty-two work days worked. Such reserve's sick leave

accrual in a calendar year shall not exceed eleven (11) sick leave days in any one school calendar year(s). Unused sick leave may accumulate from year to year.

### Section 3.

The Employer reserves the right to receive a doctor's certificate in absences of three (3) consecutive work days.

### Section 4.

Employees shall be required to be examined by a physician when evidence exists in the judgment of the City, that an employee's mental or physical condition or fitness is unsatisfactory. Such examination shall be at the City's expense and by a physician of the City's choice, if no mutual agreement as to choice of physician can be made within two (2) days of such intention by the City to the employee.

### Section 5.

The City and the Union agree that sick leave benefits afforded the employee shall not be misused or abused. An employee's misuse, abuse or excessive use of sick leave may be grounds for employer disciplinary action or administrative action, including termination.

### Section 6.

#### Sick Leave Buy Back Incentive

Effective July 1, 2022, a full-time employee who uses three (3) sick days or less during the preceding school work year, shall be entitled to sell (redeem) four (4) accumulated sick leave days to the City for a lump sum payment of \$400.00. Such payment shall be made in the applicable succeeding November monthly payment in the following school work year. The option must be made by October 1 of the applicable year of entitlement. An employee may retain and accumulate such sick leave as is the practice and is not required to sell back such sick leave.

### Section 7.

#### Personal Days

Effective on execution of this agreement, three (3) personal days per year shall be allotted to a Permanent Traffic Supervisor.

## **ARTICLE XIII – LEAVES OF ABSENCE**

The Mayor shall have the sole discretion to determine whether an employee who requests a leave of absence without pay shall be granted such and under what terms and conditions. The decision of the Mayor shall be final and binding and will not be subject to the Grievance and Arbitration provisions of this Agreement.

## **ARTICLE XIV – RESERVES**

Should a reserve employee be expressly assigned to work twenty-two consecutive days and does so work or is paid for those days (i.e., by use sick leave) the reserve shall be paid at the rate of a permanent or provisional regularly scheduled "full time" supervisor. Reserves otherwise shall continue to be paid at the pro rata rate, subject to and consistent with known present practice,

Reserves shall continue for the duration of this agreement to retain the fringe benefit(s) which currently exist, subject to and consistent with known present practice.

## **ARTICLE XV – CITY ORDINANCES**

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

## **ARTICLE XVI – NO STRIKE CLAUSE**

The Union agrees not to engage in, induce, participate in or encourage any strike, work stoppage, slow down, or withholding of any services by employees of the City of Medford.

## **ARTICLE XVII – SAVINGS CLAUSE**

Should any provision of this agreement be declared null and void by a court of competent jurisdiction, that provision shall be made the subject of negotiation between the parties. All other provisions shall remain in full force.

## **ARTICLE XVIII - STABILITY OF AGREEMENT**

No amendment, alteration or modification of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties. The failure of the Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such term or provisions, during the terms of the Agreement and the obligations of the Union and the Employer to such future performance shall so continue during the term of the Agreement.

## **ARTICLE XIX – NOTICES**

Notices required to be provided herein shall be deemed properly addressed, mailed and received when:

Mailings to the City of Medford are addressed to Mayor of Medford, 85 George P. Hassett Drive, Medford, MA 02155, Certified Mail/Return Receipt Requested, and when mailings to the Union are addressed to the President of the Local Union, c/o the President at his/her home address contained in the current City records or, if applicable, to



Metropolitan Area Coordinator, c/o American Federation of State, County and Municipal Employees (AFSCME) Council 93, 8 Beacon Street, Boston, MA 02108, Certified Mail/Return Receipt Requested.

**ARTICLE XX – LONGEVITY**

YEARS OF SERVICE	ANNUAL PAYMENT		
	6/30/2022	6/30/2023	6/30/2024
5 through 9	\$500.00	\$550.00	\$600.00
10 through 19	\$600.00	\$650.00	\$700.00
20 through 24	\$650.00	\$700.00	\$750.00
25 through 29	\$725.00	\$775.00	\$825.00
30+	\$750.00	\$800.00	\$850.00

The payment of longevity shall be made on a calendar year quarterly basis for all members who have earned longevity for the quarter, Therefore, the payment will be made during the last week of March, June, September and the week prior to school vacation in December.

**ARTICLE XXI – FULL-TIME EMPLOYEES**

If a Medford School Traffic Supervisor resigns or quits for any reason such employee shall lose all their seniority under the terms of the collective bargaining agreement. Should such employee return to such Supervisor's position they shall be placed at the bottom of said seniority list(s). This Article does not include an approved leave of absence.

**ARTICLE XXII – MISCELLANEOUS**

Each "full-time" employee regularly working who is out sick shall call and notify the Police Department Commanding Officer before noon of the day before she is going to report for work the succeeding work day, Reserve employees shall call and ask the Police Traffic Office between noon and 2:00 P.M. of each work day as to whether she is going to be needed for work the preceding work day.

Each reserve employee who fails to report or accept work assignments for three (3) consecutive work days shall be placed at the bottom of the reserve list.

A reserve employee may, once each three years, request with two (2) weeks advance notice in writing to be placed at the bottom of the Reserve list. Such shall be granted by the Chief of Police or his designee. It is understood that no more than three

(3) employees in any given school work year may request such permission and that the reserve employee shall always remain available for duty, whether at the bottom of the list or otherwise. As new reserves are hired or another goes to the bottom of the reserve list he/she shall go up the list as is the practice.

There shall be a six (6) month probationary period for all new permanent employees.

No Traffic Supervisor shall take any accrued time during the first two (2) weeks of the school year.

Mandatory CPR training will be provided to all full-time and reserve Traffic Supervisors each school year during the month of September. The training will be conducted during the work day commencing after the morning traffic post.

#### **ARTICLE XXIII – COMPENSATION**

Effective June 30, 2022; two percent (2.0%) increase shall be applied to the base compensation of eligible employees payable in the appropriate twelve (12) month equal payments of \$1,032.06. New annual salary is \$12,384.72.

Effective June 30, 2023; two percent (2.0%) increase shall be applied to the base compensation of eligible employees payable in the appropriate twelve (12) month equal payments of \$1,052.70. New annual salary is \$12,632.40.

Effective June 30, 2024; two percent (2.0%) increase shall be applied to the base compensation of eligible employees payable in the appropriate twelve (12) month equal payments of \$1,073.75. New annual salary is \$12,885.00.

#### **ARTICLE XXIV – COMMITTEE RE: FORMALIZED PERFORMANCE EVALUATION**

The parties have agreed that the City and Union shall establish an advisory committee designed to review and recommend a more formal evaluation procedure and its standards. Such committee shall consist of up to three (3) members of the union and up to three (3) members of the City Team and shall meet from time to time after September 15, 1996. The employees shall meet so as not to interfere with his/her work schedule; shall not be compensated for such time nor shall such time require recall, holdovers or call-in.

On or about January 1, 1997, the Committee shall submit its written draft recommendation(s) to the City which recommendation shall be part of the negotiations (to the extent required by law) for fiscal 1998. If no recommendation is forthcoming, the City shall present its procedures/standards for employee performance evaluation. It is anticipated that the Committee will make written recommendations prior to January 1, 1998.

The City shall then draft and present to the committee on or before September 30, 1997, its proposed procedure/standards for employee performance evaluation.



**ARTICLE XXV – CLOTHING/UNIFORMS/WORK BOOTS**

Effective July 1, 2022, the City shall provide the regular full-time employees with a \$100.00 allowance each year for the purchase of an insulated boot. A receipt is not required for reimbursement.

- MSTs will be supplied with new winter jackets with hoods. Jackets will be replaced as needed every three (3) years.
- MST's will receive new safety vests and white gloves (spring) to be provided yearly, as needed.
- MST's will receive full rain gear to be provided as needed every four (4) years. The MST's will receive new approved baseball type caps to be distributed, as needed, every two (2) years.
- MST's will be provided, as needed, two (2) blouses and patches every two (2) years. The MST's will be provided new spring weight jackets, as needed, every three (3) years.

**ARTICLE XXVI – DURATION**

This Memorandum of Agreement shall be effective from July 1, 2021 and continue in full force and effect until June 30, 2024 or until a new Agreement is thereafter executed.

Either party to this Agreement may in writing notify the other party by October 1, 2023 of its intent to negotiate the terms of a new Agreement.

IN WITNESS WHEREOF, the parties signed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

MEDFORD SCHOOL TRAFFIC  
SUPERVISORS UNION

CITY OF MEDFORD

By: \_\_\_\_\_

President

\_\_\_\_\_

Vice-President

\_\_\_\_\_

Treasurer

\_\_\_\_\_

Secretary

By: \_\_\_\_\_

Mayor Breanna Lungo-Koehn

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

**Add the following language under sick leave:**

SICK LEAVE DONATION

Whenever a member of the bargaining unit is unable to come to work due to a 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.

**ARTICLE XXIV  
LAYOFF AND RECALL**

**D**

CHANGE three (3) year (recall period) to two (2) years on line 2 and line 7.

This Agreement and each of its terms shall be in effect as of July 1, 2013 and continue in full force and effect until June 30, 2016, or until a new Agreement is thereafter executed.

For the Union:

*Ellen Baglio*  
*Carroll D. ...*  
*James F. ...*  
*Stephen E. ...*  
*William ...*

For the City:

*Charles J. ...*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*CHERIE ...*