



A G R E E M E N T

-Between-

TEAMSTERS LOCAL UNION NO. 25
International Brotherhood of Teamsters

-and-

MEDFORD SCHOOL COMMITTEE
FOR THE MEDFORD PUBLIC SCHOOL SECURITY GUARDS,
MONITORS AND TECH SPECIALISTS

For the Period

July 1, 2021 through June 30, 2023
and
July 1, 2023 through June 30, 2026

Thomas G. Mari
President/Principal Officer

Steven J. South
Secretary – Treasurer

Printed & Assembled by
Teamsters Local Union No. 25
Office Staff

***** IMPORTANT *****

**UPON TERMINATION OF EMPLOYMENT,
YOU MUST CALL THE UNION DUES OFFICE AT:**

(617) 241-8825

**TO REQUEST A WITHDRAWAL CARD
IMMEDIATELY, OTHERWISE YOU WILL BE
REQUIRED TO CONTINUE PAYING YOUR
MONTHLY DUES.**

**TEAMSTERS LOCAL UNION 25
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**MEDFORD SCHOOL SECURITY GUARDS, MONITORS AND TECH SPECIALISTS
CONTRACT JULY 1, 2021 THROUGH JUNE 30, 2023**

and

JULY 1, 2023 THROUGH JUNE 30, 2026

Pursuant to the applicable provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT IS MADE THIS first day of July 2021 affiliated with the International Brotherhood of Teamsters (hereinafter sometimes referred to as the Union).

ARTICLE 1

1. Recognizing that our prime purpose is to provide security service of the highest possible quality for the Public Schools of Medford and that good morale within the security staff of Medford is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:
 - a. Under the law of Massachusetts, the Committee, elected by the citizens of Medford, has final responsibility for establishing the security policies of the public schools of Medford;
 - b. The Superintendent of Schools of Medford (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
 - c. The security staff of the public schools of Medford has responsibility for providing security services of the highest possible quality.
 - d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Committee, the Superintendent, the Assistant Superintendent of Schools, Supervisor of Security Guards, other managerial staff members as defined in Chapter 150E, and the security staff in the formation and application of policies relating to wages, hours, and other conditions of employment for the security staff; and so,
 - e. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE 2 - RECOGNITION

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes Local 25 as the exclusive bargaining agent and representative of the security staff employed by the Committee excepting, however, every such employee who on the effective date of this Agreement is, or thereafter shall be, designed by the Committee as a representative of it for the purposes of such bargaining, and the Superintendent, Assistant Superintendents and the Supervisor of Security Guards and managerial and/or confidential employees, as defined in Chapter 150E.

ARTICLE 3 - MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the School Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decisions of the Supreme Judicial Court of the Commonwealth of Massachusetts, or the laws of the United States, or any law or order pertinent thereto.

The determination and administration of security policy, are vest exclusively in the School Committee.

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

ARTICLE 4 - COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT

Subject to the provisions of this Agreement, the express wages, hours and other conditions of employment applicable on the effective date of this Agreement to the employees covered by this Agreement shall continue to be so applicable.

ARTICLE 5 - DUES DEDUCTION AND AGENCY SERVICE FEE

1. The Committee having accepted the provisions of Section 17A of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer

of Medford all payroll deductions for the payment of dues to the Union duly authorized by employees covered by this Agreement.

2. It shall be a condition of employment that any member of the bargaining unit as defined in Article 2 herein who is not a member of the Union shall on or after the thirtieth day following the beginning of this employment or the effective date of this Agreement, whichever is later, pay a service fee to the Union which shall be equal to the amount required to become a member and remain a member in good standing of the Union and its affiliates to or from which membership, dues or per capita fees are paid or received, subject to General Laws c. 150B § 12 and the rebate procedure therein. The agency service fee shall be deducted from the wages of any employee who signs an authorization to that effect and such fees shall be transmitted to the Union as provided in Section 17G of Chapter 180 of the General Laws.
3. The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions taken from the 1st payroll period of each month and remit to the Local Union by the 2nd payroll period of each month. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.
4. The Employee agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer 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 Employer 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 not earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.
5. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer 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 Employer 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 6 - GRIEVANCE PROCEDURE

A grievance is a complaint of any employee or the Union which may arise concerning wages, hours and conditions of employment of an employee or employees in the bargaining unit covered by this Agreement and shall be settled in the following manner:

- Step 1. The Union shall present the grievance in writing to the Supervisor of Security with the object of resolving the matter informally. A grievance must be filed within thirty calendar days after the occurrence creating the grievance or within thirty calendar days after the employee or Union should reasonably have acquired knowledge of the occurrence. The Union, who may be accompanied by the employee/s, and the Supervisor of Security shall confer on the grievance with a view to arriving at a mutually satisfactory resolution. The Supervisor of Security shall communicate his answer in writing to the employee and the Union within fourteen calendar days after receipt of the complaint. If the Supervisor's answer does not resolve the grievance then, within fourteen calendar days thereafter, the grievance may be referred to the Superintendent.
- Step 2. The Superintendent, within fourteen calendar days after receipt of the written grievance, shall meet with the aggrieved employee and representatives of the Union in an effort to resolve this matter. The Superintendent shall notify the employee and the Union in writing of his disposition of the matter within fourteen calendar days of this meeting. If the grievance is still unresolved, the employee and/or the Union may present his grievance, which shall be in writing, to the School Committee within fourteen (14) calendar days after receipt of the Superintendent's answer.
- Step 3. The School Committee at the next regular School Committee meeting after receipt of the written grievance, shall meet with the aggrieved employee and representatives of the Union in an effort to resolve the matter. The School Committee shall thereafter notify the aggrieved employee and the Union in writing within fourteen (14) calendar days, as to the result of their deliberations.
- Step 4. If the grievance still remains unresolved between the School Committee and the Union and/or employee, then either party may submit the matter to arbitration within fourteen calendar days of the School Committee's response in Step 3, pursuant to the Labor Arbitration Rules of the American Arbitration Association provided, however, that no grievance shall be submitted to arbitration that:
 - 4.1 Involves a matter outside of the scope of the express terms of this Agreement, notwithstanding the fact that the matter may have been discussed as a grievance in Steps 1 through 3.
 - 4.2 Involves a matter which has not been presented timely according to the time limitations as set forth herein unless modified in writing by the mutual consent of the parties.

Grievances may be processed during regular working hours provided they do not interfere with the assigned or scheduled duties of the personnel involved.

The arbitrator chosen shall have no power or authority to add to or subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties, subject to the provisions of General Laws Chapter 150C. The costs of the arbitration shall be shared equally by the Committee and the Union.

ARTICLE 7 - JUST CAUSE

No security person shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined in any way except for just cause.

ARTICLE 8 - SALARIES AND RATES OF PAY

1. Security guards shall reach their maximum in seven steps.
2. A differential of 10% shall be paid for full night shifts established by the School Committee beginning at or after 3:00 P.M. and ending on or before 7:00 A.M. Monday through Friday and for Saturday and Sunday shifts. The new night differential shall be effective as of July 1, 1998.
3. During the first year of this contract, longevity payments shall be paid to members of the bargaining unit on the anniversary date of their employment for their years of service as follows:

		2021	2022	2023	2024	2025
5	years to	\$850	\$850	\$850	\$850	\$900
10	years to	\$1,050	\$1,050	\$1,050	\$1,050	\$1,100
20	years to	\$1,250	\$1,250	\$1,250	\$1,250	\$1,300
25	years to	\$1,550	\$1,550	\$1,550	\$1,550	\$1,600
30	years to	\$1,650	\$1,650	\$1,650	\$1,650	\$1,700
35	years to	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150
40	years to	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650
45	years to	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600

4. Refer to Appendix A for wages.

ARTICLE 9 - WORK YEAR/WORK DAY

Security Guards

1. A normal work day shall be eight hours, less 30 minutes for meals.
2. A work year shall be 52 weeks, less-vacation and holidays defined elsewhere in this agreement.
3. A maximum of two positions may consist of 182 school days. The normal work day for this position shall be 8 hours less 30 minutes for meals. This position will be entitled to 15 sick days per year and the provisions of Article 15, Section 2, 3, 4 and 5 will apply. The position shall also be entitled to 2 days each school year for business purposes on account of serious illness in the employee's family without loss of pay. This leave is not to be cumulative and must have the approval of the Superintendent of Schools. It is further understood that should the School Committee decide that a reduction in force is necessary, the 182 day position will be reduced before full-time employees. Also, if the reduction affects full-time employees, full time employees at the 1994 manning level will be recalled prior to the recall of the 182 day position.

The 182 day position will be entitled to the benefits under Article 27, Insurance, but will receive no other benefits under the Collective Bargaining Agreement.

Monitors & Tech Specialists

1. The normal workweek for School Security Monitors shall be established at each school based on the needs of the school and the employees affected. The schedules shall be provided to the Union.
2. The School Security Tech Specialists shall have a 7am-3pm schedule Monday through Friday.

ARTICLE 10 - HOURS AND OVERTIME

Security Guards

1. The regular work shifts shall be as follows:

Monday - Friday

Days: 7 a.m. - 3 p.m.
Afternoons 3 p.m. - 11 p.m.
Night: 11 p.m. - 7 a.m.

Weekends

7 p.m. - 7 a.m.
7 a.m. - 7 p.m.

2. Overtime shall be defined as any work in excess of a regularly scheduled day or regularly scheduled week. All overtime shall be compensated at a rate of time and one half. A minimum of four hours is guaranteed for all overtime assignments.
3. Holidays shall be compensated at double time.
4. Overtime shall be rotated from the senior man down with the list posted, and confined to full time employees of the unit. Employees who are working a regular shift when their overtime rotation comes up shall be passed over and not charged with that overtime opportunity and shall remain at the top of the list. All overtime and holiday work is to be generated from the officer's assigned school.
5. Refer to Appendix B for overtime distribution procedures.
6. The administration will study the feasibility of assigning one officer on overtime to all Boys' Varsity home games. If the study is favorable then it will be implemented SY 2004-2005.
7. Security monitor overtime shall be offered first to monitors. If there are not enough volunteers, the overtime shall be offered to other members of the security bargaining unit. If there are still not enough volunteers then the overtime shall be offered to members of the custodial bargaining unit. A steward of Teamsters Local 25 shall be designated by the Union to run the overtime rotation list. The steward shall call in members of the bargaining units on a fair, equitable, and rotating basis.
8. The normal work week for School Security Monitors shall be established at each school based on the needs of the school and the employees affected. The schedules shall be provided to the Union.

The School Security Tech Specialist shall have a 7am-3pm schedule Monday through Friday.

ARTICLE 11 -HOLIDAYS

1. Employees covered by this Agreement will receive holiday pay at the individual employee's daily rate for the following holidays:

New Years Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Rosh Hashanah
Good Friday (provided Good Friday is recognized as a Day off in the Medford School Calendar)	Yom Kippur
Bunker Hill Day (if school, receive day as compensation)	Veteran's Day
Memorial Day	Columbus Day
Juneteenth	Thanksgiving Day
	Christmas Day

Security shall continue to follow the student holiday schedule.

2. The day after Thanksgiving shall be granted as a day off with pay. Any security officer who is called in or who otherwise works on either of the aforesaid days off with pay shall be guaranteed, in addition to his regular pay for the day, a minimum of four hours' pay at the rate of time and one-half.
3. In the event that one of the above paid holidays falls on a Saturday the, in the case of an employee who is not regularly scheduled to work on Saturday, he shall receive the preceding Friday off without any loss in pay if the Saturday holiday falls within any other week, he shall receive holiday pay in the form of an extra day's pay for that week. In the case of an employee who is regularly scheduled to work on Saturday, he shall receive, in addition to his holiday pay, time and one-half for any hours worked.
4. If a paid holiday falls during an employee's scheduled vacation period during the summer, the employee shall have the option of either taking off the day before or the day after is vacation without any loss in pay or of taking off any other work day during the summer without any loss in pay with the choice of the day being subject to the approval of the Supervisor.
5. A minimum of one Medford Security Officer will be assigned to work each holiday at Medford High School and he shall make at least two-building checks at outside schools: The Committee agrees to assign one member of the unit to work each of the holidays mentioned in Paragraph 1 of this Article. In order to qualify for holiday pay assignment, a unit member cannot have used more than ten (10) sick days in each of the proceeding two years in only to be entitled to holiday pay rotation. Attendance starts being tracked as of July 1, 1999. The School will also look on injuries on an individual basis before disqualifying officers from this provision.
6. This Article shall not apply to Security Monitors and Tech Specialists as they are school year employees.

ARTICLE 12 - VACATIONS

1. Any member of the bargaining unit who is employed as of the date of the execution of this Agreement shall be entitled to two weeks vacation if he has worked for thirty weeks prior to June 1, to four weeks of vacation during the next and each succeeding calendar year through the completion of his tenth year of service and thereafter, beginning with his eleventh year of service, he shall be entitled to five weeks of vacation. Any member of the bargaining unit who is employed after the date of execution of this Agreement shall be entitled to two weeks vacation if he has worked for thirty weeks prior to June 1, to three weeks of vacation upon completion of his fifth year of service, to four weeks of vacation upon completion of his seventh year of service and to five weeks of vacation upon completion of his tenth year of service.

- (a) Any member of the bargaining unit who is employed after July 1, 2004 shall be entitled to 2 weeks vacation if he has worked for 30 weeks prior to June 1; to 3 weeks vacation upon completion of his fifth year of service; and to 4 weeks vacation upon completion of his seventh year of service.
2. The vacation list shall be established and posted on or before April 1. The selection of vacations shall be by seniority.
3. Vacations may be split during the months of July and August subject to the approval of the Supervisor of Security. In addition, employees may choose one or two weeks of vacation outside of July and August as determined by the Supervisor of Security provided that determination shall not be exercised arbitrarily.
4. Employees who work upon request during any part of their vacation period shall be paid for such work at the rate of time and one-half.
5. This Article shall not apply to Security Monitors and Tech Specialists as they are school year employees.

ARTICLE 13 - SENIORITY

1. Security Guards shall be notified when a vacancy to be filled occurs within the security department. All vacancies to be filled shall be posted for a minimum of one week. In the selection of an employee to fill a vacancy, seniority will be a factor to be taken into consideration. Seniority shall be computed from the date of permanent appointment to the title grade. The School Committee shall first determine qualifications and, depending upon qualifications and seniority, vacancies shall be filled. The successful bidder for a vacant position must accept the position in the absence of an intervening change in circumstances or condition. If, because of such an intervening change in circumstances or condition, the successful bidder declines to accept the vacant post, then it shall be offered to the next eligible bidder based upon qualifications and seniority.
2. Security officers seniority shall include all time worked for the City of Medford, including time worked under federally funded programs, i.e., C.E.T.A.
3. This Article does not apply to Security Monitors and Tech Specialists.

ARTICLE 14 - UNIFORMS and CLOTHING ALLOWANCE

1. Adequate foul weather gear will be supplied to the members of the bargaining unit and will be replaced as needed. The foul weather gear will be stored in a readily accessible place so that it is available when needed.

2. It is understood and agreed that Security Guards, Security Monitors and Senior Security Monitors/Security Tech Specialists will maintain a professional appearance at all times when on duty. Uniforms will be worn during duty hours. Uniforms will be complete and maintained in a neat and orderly fashion.
3. Effective July 1, 2019, the annual clothing allowance for Security Guards shall be eight hundred and fifty dollars (\$850.00) and shall be paid on July 1, of each year.
4. Effective July 1, 2019, Clothing Allowance shall be added into the base pay for Security Guards.
5. Effective July 1, 2023, School Security Monitors and Senior Security Monitor/Security Tech Specialists shall receive \$500 dollars per year.

ARTICLE 15 - SICK LEAVE

1. During the first year of this Agreement, any regular employee covered by this Agreement absent on account of personal illness or other like disability or any quarantine regulations of the Board of Health, shall receive full pay for the first twenty-one days of absence in any year. During an employee's initial and final years of employment, his sick leave entitlement for each of those years shall be prorated at the rate of $1 \frac{3}{4}$ days per month from the date of hire in his initial year of employment and to the date of termination in his final year of employment. Effective July 1, 1987, the number of such sick leave days per year shall be reduced to eighteen and the pro-rating formula during an employee's initial and final years of employment shall be at the rate of $1 \frac{1}{2}$ days per month from the date of hire in his initial year of employment and to the date of termination in his final year of employment.

For employees hired on or after July 1, 2001 the number of sick leave days per year shall be reduced to 18 and pro-rata formula during an employee's initial and final years of employment, shall be at the rate of $1 \frac{3}{4}$ days per month from the date of hiring and as his initial year of employment and to the date of his termination in his final year of employment.

2. Unused sick leave may be accumulated from year to year without limit, and there shall be no limit on the utilization of accumulated sick leave days when needed.
3. Cumulative sick leave is the sum of all the unused portions of an employee's annual sick leave allowance accumulated during the consecutive and uninterrupted years of service which the employee has rendered the City prior to his receiving cumulative sick leave. A written application for payment of salary under the cumulative sick leave plan should be made to the Superintendent within ten days after the expiration of the yearly sick leave allowance. The application should be accompanied by a statement of the employee's physician in addition to the above certificate. Failure to comply with these regulations governing the cumulative sick leave plan will deprive the applicant of participation therein.

4. Upon death while in the service of the Medford Public School System or upon retirement, a security guard or, where applicable, his or her estate, shall receive reimbursement for each unused sick leave day in the security guard's cumulative account in excess of 50 days at the rate of 30% of the security guard's then current daily base salary up to a maximum of \$7,500.00.
5. Effective July 1, 1991, an annual incentive plan for low sick leave utilization during any contract year shall be instituted in accordance with the following schedule:

NUMBER OF SICK LEAVE DAYS USED DURING A CONTRACT YEAR	INCENTIVE PAYMENT 2021	INCENTIVE PAYMENT 2022	INCENTIVE PAYMENT 2023	INCENTIVE PAYMENT 2024	INCENTIVE PAYMENT 2025
0	\$700	\$800	\$900	\$1,000	\$1,100
1	\$600	\$700	\$800	\$900	\$1,000
2	\$500	\$600	\$700	\$800	\$900
3	\$400	\$500	\$600	\$700	\$800
4	\$300	\$400	\$500	\$600	\$700
5	\$200	\$300	\$400	\$500	\$600
6	\$100	\$200	\$300	\$400	\$500

The said incentive payments shall be paid during the month of July immediately following the end of each contract year. Receipt of the foregoing incentive payments shall not result in the forfeiture of any of the employee's unused sick leave.

6. Security Tech Specialists shall receive the cafeteria workers sick leave buy back.

ARTICLE 16 - UNION LEAVE

The steward or his/her designee shall be entitled to a maximum of seven (7) days off for Union business per contract year.

ARTICLE 17 - BEREAVEMENT LEAVE

A total of four (4) days off without loss of pay will be granted to each employee covered by this Agreement in the case of and at the time of each death in the employee's immediate family defined as husband, wife, parent, grandparent, son, daughter, brother, sister, parent-in-law or foster parents or, in other instances, to be determined by the Superintendent of Schools. This leave is not cumulative and must have the approval of the Superintendent of Schools.

ARTICLE 18 - PERSONAL LEAVE

Each member of the bargaining unit may use up to three (3) days each school year for business purposes or on account of serious illness in the employee's family without loss of pay. This leave is not cumulative and must have the approval of the Superintendent of Schools.

ARTICLE 19 - COURT LEAVE

Any security guard required to attend a court or other legal proceeding during the school day for school-related legal activities shall do so without loss of pay. Any security guard who is required to attend a court or other legal proceeding for a work-related legal matter at a time when he is not scheduled to be on duty shall be paid for such time at the rate of time and one-half.

ARTICLE 20 - JURY LEAVE

Any employee covered by this Agreement who actually serves on the jury or is obligated to remain on jury duty shall receive the difference between his jury pay and his regular pay provided that he returns to work when not so obligated to serve after having been dismissed by the court.

ARTICLE 21 - MILITARY LEAVE

A maximum of ten (10) school days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard shall be permitted without loss of pay, as a result of said leave, providing the security guard produces a written statement from his commanding officer which indicates that said military leave was necessary and could not be scheduled at any other time.

ARTICLE 22 - EMPLOYEE ABSENCE

If a security guard is assigned to replace a higher ranking security officer who is absent for five (5) consecutive work days or more, he or she shall receive the higher rate.

ARTICLE 23 - PHYSICAL FACILITIES

Where possible and practical, the employees covered by this Agreement shall be provided with the following:

1. Individual lockers.

ARTICLE 24 - MISCELLANEOUS PROVISIONS

1. The School Committee shall continue to provide the employees in the bargaining unit with safe equipment in good working order with which to perform their duties. If any employee believes that he is not being provided with safe equipment, he shall have the right to call the matter to the attention of his immediate supervisor who shall cause the equipment to be inspected, evaluated and, if necessary, repaired.
2. All employees covered by this agreement shall receive all safety and security training that is provided to any other employees of the schools.
3. The City shall create a new Cover Monitor position that will have the following schedule:
 - Saturday – High school
 - Sunday – High School
 - Monday – Cover other schools
 - Tuesday – Cover other schools
 - Wednesday – Cover other schools
4. The city shall also create a new Night Monitor position that will have the following schedule:
 - Monday through Friday – 3:00PM – 11:00pm
5. In the event that a Security Monitor does not have coverage during lunch, they shall be allowed to work their lunch for pay.
6. All Building monitors and security tech specialists will be required to demonstrate competence and be trained in the following categories as a condition of employment.
 - A. CPR
 - B. AED
 - C. First Aid
 - D. Emergency Response Protocols
 - E. Raptor ID
 - F. 911 / Communication Devices
 - G. Security Cameras

Training will be provided by Medford Public Schools during Summer 2017. Every two (2) years there will be a refresher course provided to personnel in August before the start of school.

New personnel will be trained as they are employed.

Personnel will be compensated at their established rate of pay for any additional time spent in training or above their regular schedule. Overtime (time and one half) shall be after forty (40) hours.

7. All employees shall have a six (6) month probation.

ARTICLE 25 - GROUP LEGAL SERVICES FUND

Effective upon ratification of this Agreement, the City agrees to deduct from the wages of all employees who shall participate in the Union's Group Legal Services Fund the amount of eight dollars (\$8.00) per week, and to remit same to the Group Legal Services Fund each payroll period that the participating employee has wages due.

ARTICLE 26 - CIVIL SERVICE

Nothing herein contained which is inconsistent with the Civil Service Laws of the Commonwealth of Massachusetts shall be effective.

ARTICLE 27 - NON-DISCRIMINATION CLAUSE

The School Committee and the Union agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, the exercise of supervisory responsibility in the course of employment or on account of race, religion, creed, color, national origin, sex or age.

ARTICLE 28 - NO-STRIKE CLAUSE

The Union, on its own behalf and on behalf of each of the employees whom it represents, hereby agrees and covenants that it will not authorize, approve, participate in or in any way encourage or condone any strike, work stoppage, slowdown or withholding of services in whole or in part, and including paid extra-hour services, from the employer, the City of Medford School Committee and the City of Medford. In the event that the existing statute changes, then the Union and the School Committee shall meet to renegotiate this Article.

ARTICLE 29 - INSURANCE

- Section 1. The Committee shall cover the employees in this bargaining unit with workers' compensation insurance and with the maximum medical, health and life insurance benefits that are provided for any other group of employees of the School Department.

- Section 2. The Committee will pay as great a proportion of the premium for such insurance benefits for the employees in this bargaining unit as it pays for any other group of employees of the School Department.

ARTICLE 30 - EXTENDED LEAVES OF ABSENCE

An employee covered by this Agreement may be granted, upon his written request, a leave of absence without pay for a period of time not to exceed the length of his work year. This leave of absence is discretionary with the School committee and denial of such application shall not be subject to the grievance procedure except where such denial is exercised unreasonably or capriciously.

ARTICLE 31 - MATERNITY LEAVE

An employee who is pregnant may remain in her position until the termination of her pregnancy; provided that at the end of the fifth month of pregnancy she provides an appropriate medical certificate of her fitness to continue in her position in all respects. In subsequent months, an employee may be asked for further medical certifications; provided, further, that an employee may be required to commence her leave at an earlier time if she is not satisfactorily performing her duties. A physician's certificate of fitness may be required before an employee is reinstated. The employee will be reinstated immediately upon giving sufficient written notice to the Superintendent of Schools so as to provide for an orderly transition. If an employee so chooses, she may take unpaid child-rearing leave beyond that described above; provided that such leave will terminate the September following the birth of the child.

An additional one-year child-rearing leave may be granted at the discretion of the School Committee.

Said employee shall retain all rights held prior to such leave. The term granted for child-rearing leave will not credited as experience on the salary schedule and other service benefits.

ARTICLE 32 - FLEX POLICY

Contractual Agreement:

The parties agree that the addition of security personnel to the new schools at the Hornel site (McGlynn and Andrews) will be governed by the general agreement between the parties with the following exceptions.

1. Substitute security personnel hired to cover posts caused by absenteeism are not subject to the provisions of the contract.

2. Other personnel such as after school, weekend, and special event program monitors are not subject to the provisions of the contract.

The parties agree that the exceptions identified above shall not be used by the Medford Public School to supplant the normal use of security personnel.

The parties agree that the weekend duties currently performed are not considered bargaining unit work and the unit agrees to waive any claim regarding this matter.

ARTICLE 33 - SEVERABILITY CLAUSE

1. If any provisions of this Agreement is or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.
2. In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 34 - DURATION

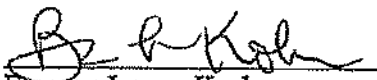
This Agreement shall take effect on, and all changes with respect to wages and conditions shall be effective from July 1, 2021 through June 30, 2023 and July 1, 2023 and shall remain in full force and effect through June 30, 2026 at midnight, and shall then and thereafter renew itself from year to year unless either hereto gives written notice to the other party not less than sixty (60) days prior to the date of expiration, of a desire to change or amend the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

Signed this _____ day of _____, 2023 by our duly authorized representatives.

FOR THE EMPLOYER:

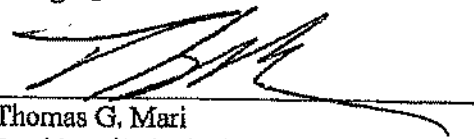
THE SCHOOL COMMITTEE OF THE
CITY OF MEDFORD (MEDFORD
PUBLIC SCHOOL SECURITY
GUARDS)

 12/4/23
Breanna Lungo-Koehn
Mayor

FOR THE UNION:

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


Nancy L. Campbell
Field Representative


Thomas G. Mari
President / Principal Officer

APPENDIX A - WAGE SCHEDULE

Monitors

2021-2022 school year - \$20.00 per hour
2022-2023 school year - \$22.25 per hour
2023-2024 school year - \$23.25 per hour
2024-2025 school year - \$24.25 per hour
2025-2026 school year - \$24.86 per hour

Senior Security Monitor/Security Tech Specialist

Effective July 1, 2021, The Tech Specialist shall be upgraded to the new position of Senior Security Monitor/Tech Specialist.

Said position shall be responsible for the security monitors and oversees their efforts in maintaining security in assigned areas. (See attached job description)

Senior Security Monitor/ Tech Specialist & Security Guards:

Senior Security Monitor/Tech Specialist:	Security Guards:
2021-2022 school year - \$56,000	2.0%
2022-2023 school year - \$57,400	2.5%
2023-2024 school year - \$58,835 (current)	2.5%
2024-2025 school year - \$60,012	2.0%
2025-2026 school year - \$61,512	2.5%

In recognition of their work performed by 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 in the school year 2021-2022 shall receive a one-time lump sum payment of \$750.

Current members of the bargaining unit as of the execution of this agreement who worked in the school year 2022-2023 shall receive a one-time lump sum payment of \$750. Current members of the bargaining unit as of the execution of this agreement who worked in the school year 2023-2024 shall receive a one-time lump sum payment of \$750. Current members of the bargaining unit as of the execution of this agreement who worked in all three school years shall be eligible for all three payments, for a total payment of \$2,250.

The payment set forth herein shall be paid following the bargaining unit and the School Committee ratification of this agreement.

APPENDIX B

The scheduled overtime list for the New High School is to be posted in the office of the Senior Security Guard for the information of all security guards by 11 a.m. each Friday morning for the ensuing week, Sunday through Saturday, with a copy of the list being sent to the office of the Supervisor of Security.

The reason for posting the list is to give the men advance notice so they can make their plans accordingly.

It is, and has been, the policy to distribute overtime in the fairest and most equitable manner among all the security guards at the High School. Therefore, the greatest care shall be exercised in compiling the scheduled overtime list to avoid errors in scheduling.

If, after the list has been posted, it is discovered that an error has been made an correction cannot be made without seriously disrupting the entire list, which would only serve to defeat the purpose for which it is intended, the affected person to be put first on the next list of scheduled overtime. A man who refuses scheduled overtime for any reason simply loses that turn.

In the event it is necessary to select a man for unscheduled overtime, the following method will be used:

Beginning with the first man whose name appears on the rotation list following that of the last man selected for the latest scheduled overtime list, the men will be called in the order in which they appear on the rotation list. If an employee who is called for emergency overtime cannot be contacted, he will be passed over and the next man on the list will be called and so forth. An employee who cannot be contacted for emergency overtime shall lose his turn for that overtime. The selection of a man for unscheduled overtime, regardless of whether or not he accepts the overtime, will have no bearing on the scheduled overtime list.

SIDE LETTER OF AGREEMENT



Teamsters Local Union No. 25

affiliated with the

International Brotherhood of Teamsters

544 MAIN STREET • BOSTON, MASSACHUSETTS 02129-1113 • (617) 241-8825 • Fax (617) 242-4284
www.teamsterslocal25.com

SEAN M. O'BRIEN
President / Principal Officer

MARK A. HARRINGTON
Secretary-Treasurer

JOHN A. MURPHY
Vice President / Business Agent

PHILIP H. MALLETT
Recording Secretary

TIMOTHY E. MADDEN
Trustee

JACQUELINE "Jackie" ADDISON
Trustee

JOHN "Jay" MANLEY
Trustee

ROBERT B. McALLISTER
Business Agent

GEORGE B. SLICIS
Business Agent

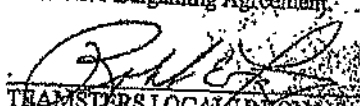
THOMAS G. MARI
Business Agent

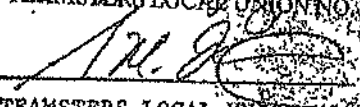
ROBERT H. FABRIZIO
Business Agent

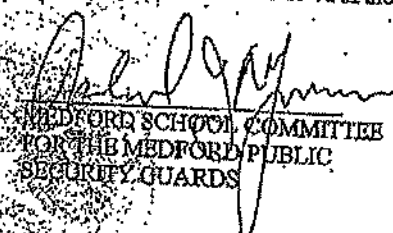
DAVID A. PIETROFORTE
Business Agent

SIDE LETTER OF AGREEMENT

Effective July 1, 2007 when school is canceled due to snow, the Captain of the Security Force will consult with the Superintendent as to the number of Security Guards needed to be deployed in the School System. The Superintendent will have the discretion to determine the deployment. The Superintendent's decision shall not be subject to the grievance procedure outlined in Article VI of the Collective Bargaining Agreement.


TEAMSTERS LOCAL UNION NO. 25


TEAMSTERS LOCAL UNION NO. 25


MEDFORD SCHOOL COMMITTEE
FOR THE MEDFORD PUBLIC
SECURITY GUARDS

Dated: March 31, 2008

Teamsters, Chauffeurs, Warehousemen and Helpers, Boston, MA
We will only accept deliveries from UNION carriers! All other deliveries will be refused!

DENTAL AND VISION ONLY BENEFIT

- a. This Dental and Vision Benefit Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.
- b. Commencing with the first 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 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 \$18.20 per week to the Health Plan, representing 50% of the full dental and vision benefit premium. The Employee's 50% share at \$18.20 per week shall be made on a pre-tax payroll deduction basis.

Effective July 1, 2023, 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.

There shall be no additional increases for the duration of the agreement.

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.

- c. 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.
- d. 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.
- e. 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.

- f. 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.

- g. 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.
- h. 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.
- i. 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.

***** IMPORTANT *****

**UPON TERMINATION OF EMPLOYMENT,
YOU MUST CALL THE UNION DUES OFFICE AT:**

(617) 241-8825

**TO REQUEST A WITHDRAWAL CARD
IMMEDIATELY, OTHERWISE YOU WILL BE
REQUIRED TO CONTINUE PAYING YOUR
MONTHLY DUES.**

**TEAMSTERS LOCAL UNION 25
544 MAIN STREET
CHARLESTOWN, MA 02129**

(617) 241-8825

(800) 537-9825

FAX (617) 242-4284

WEINGARTEN RIGHTS

(PUBLIC SECTOR)

The Rights of Workers to Union Representation

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer or steward be present at the meeting. Without representation present, I choose not to participate in this discussion. This statement is authorized by Teamsters Local 25 (617) 241-8825."

THE STATEMENT ABOVE COULD SAVE YOUR JOB!

The Supreme Court has ruled that in the private sector the National Labor Relations Act gives employees the right to request union representation during investigatory interviews by management. These are called "**Weingarten Rights**." In a similar fashion, the Massachusetts Department of Labor Relations has adopted the Weingarten rules for public employees covered by Massachusetts General Laws, Chapter 150E.

The right to union representation arises when the employee reasonably believes that the investigation will result in discipline, and the employee makes a valid request for union representation. Town of Hudson, 29 MLC 52 (2002), aff'd sub nom. Town of Hudson v. Labor Relations Commission, 69 Mass App. Ct 549 (2007).

An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for disciplining the employee.

You must ask for union representation either before or during the discussion. Management does not have to inform you of this right.

Once you ask for union representation, management must:

1. grant the request and stop questioning you until your representative arrives; or
2. deny the request and end the interview.

If management ignores a Weingarten request and continues asking questions, they are guilty of an unfair labor practice and charges may be filed.

TEAMSTER BENEFITS

Teamsters Local 25	www.teamsterslocal25.com	(617) 242-8825
Teamsters Care	www.teamsterscare.com	(617) 241-9220
Teamsters EAP	www.teamsterscare.com/benefit-providers/eap	(800) 851-8326
Teamsters Credit Union	www.netfcu.org	(781) 641-6700
Group Legal	www.reganassociates.com	(617) 367-1100
R.A.F.T.	N/A	(800) 851-8326