



AGREEMENT

Between the

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

And

**CITY OF MEDFORD
(PARKING DEPARTMENT)**

For the Period

July 1, 2022 through June 30, 2024

**Thomas G. Mari
President / Principal Officer**

**Steven J. South
Secretary-Treasurer**

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

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AGREEMENT

THIS AGREEMENT made pursuant to G.L. c. 150E, by and between the City of Medford, hereinafter called "the City" or "the Municipal Employer", acting by and through its Mayor and Teamsters Local Union No. 25, hereinafter called "the Union".

Excepting those provisions herein which provide otherwise, Teamsters Local Union No. 25 and the City of Medford, Massachusetts hereby agree to the following collective bargaining agreement. The resulting new collective bargaining agreement has a term of July 1, 2022 to June 30, 2024.

WITNESSETH

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

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

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

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

ARTICLE 1 PERSONS COVERED BY THIS AGREEMENT

Section 1. The City recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of employees in the following classifications, to the exclusion of all other employees of the City of Medford. It is recognized by the parties that all individuals in the classifications listed in Article I are in the Union's bargaining unit and subject to the contract, regardless of their civil service status. All new employees shall have a 6 months probationary period. During the six months probation, probationary employees are not covered by the just cause provision.

All full-time and regular part-time employees employed by the City of Medford in the Parking Department as Parking Control Foreperson, Parking Control Specialist, Meter Foreperson, Parking Clerk, and Parking Meter Repair but excluding all managerial, confidential, casual, and other employees employed by the City of Medford.

ARTICLE 2

NON-DISCRIMINATION

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

ARTICLE 3

UNION SECURITY and UNION DUES

Upon compliance by the union with the necessary statutory requirements, the city will permit, 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.

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

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

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

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

Stewards:

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

The authority of job the steward and the alternate 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.

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

ARTICLE 4

MANAGEMENT RIGHTS

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

ARTICLE 5
INFORMATION TO BE FURNISHED UNION

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

1. Personnel Pay Card (Timecards)

2. The Personnel File

(b) The employee assumes any and all risks involved in such disclosure, and no employee of the City nor the Union nor any of its representatives, shall be held accountable for disclosing information in the files under the circumstances provided for in Article 5.

(c) No more than five (5) such records shall be requested by or made available to the Union representative at one time.

(d) The form of written authorization shall be mutually agreed upon by the parties to this Agreement.

(e) Upon requests, an employee suffering a job-related injury will be provided with a copy of his accident report.

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

ARTICLE 6
THE WORK OF THE UNIT & SUBCONTRACTING

Only members of the bargaining unit shall perform the duties of bargaining unit employees, except in cases of emergencies, as shall be reasonably determined by the City. In order to maximize the work opportunities for members of the bargaining unit, bargaining unit employees may be cross trained to perform the duties of parking control specialist and meter repair person, upon request, and at the discretion of the City which shall not be unreasonably withheld.

ARTICLE 7

GRIEVANCE PROCEDURE

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

Section 2. Grievances shall be processed as follows:

- Step 1. The aggrieved employee or a group of employees with the same grievance shall present the grievance orally to the Parking Director who shall attempt to adjust the grievance informally.
- Step 2. If grievance is not settled in Step 1, it shall be presented in writing by the aggrieved employee or groups of employees to the Human Resources Director within (10) working days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based.
- Step 3. If the grievance is not resolved in Step 2 within seven (7) working days, the Union may request a hearing with the Mayor or the Mayor's designee to be held within ten (10) working days of the submission.
- Step 4. If the grievance is not resolved in Step 3 within fifteen (15) working days, the Union may submit the grievance to arbitration. Such submission to arbitration must be made within thirty (30) days after the expiration of the 15 working days referred to herein. Within the said thirty (30) days written notice of said submission must be given to the Municipal Employer by delivery in hand or by mail, postage prepaid, to the Mayor. The arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made. Expenses for the arbitrator's services shall be shared equally by the parties.

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

Section 4. All grievances referred to above must be presented in writing at Step 2. If it be determined at any time that corrective measures are due an employee as a result of the grievance procedure, they shall not be made retroactively operative for more than ten (10) working days prior to the date of first presentation. Any of the above timelines can be waived or extended upon mutual agreement of the Union and City.

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

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

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

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

Any member of the bargaining unit that is removed from work by the union to attend an arbitration as a witness or grievant shall suffer no loss of time when calculating overtime for that week.

ARTICLE 8 NO-STRIKE CLAUSE

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

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

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

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

ARTICLE 9

HOURS OF WORK AND WORK WEEK

Section 1. All employees are guaranteed thirty five (35) hours per week. The normal work week for employees covered by this Agreement shall be five (5) consecutive days and is defined as follows: Monday through Friday or Tuesday through Saturday.

Parking Control Specialists:

8:00am – 4:00pm	Monday through Friday
4:00pm – 12:00am	Monday through Friday
8:00am – 4:00pm	Tuesday through Saturday
3:00am – 11:00am	Tuesday through Saturday

Meter Repair:

Monday	6:00am – 2:00pm
Tuesday	6:00am – 2:00pm
Wednesday	6:00am – 2:00pm
Thursday	6:00am – 2:00pm
Friday	6:00am – 2:00pm

Clerks:

Monday	8:30am – 4:30pm
Tuesday	8:30am – 4:30pm
Wednesday	8:30am – 7:30pm
Thursday	8:30am – 4:30pm
Friday	8:30am – 12:30pm

Parking Control Specialists shall bid on positions in their title annually beginning on December 1. The bid shall be done by length of seniority in the Parking Department. The bid for positions shall commence on the following January 1. In the event a position becomes vacant following the awarding of bids; due to resignation, retirement, removal, or death of an employee, and the City intends to fill the position, the position shall be put but up for bid and the Parking Control Specialists with the highest seniority who bid for the position shall be placed in the position.

ARTICLE 10

WAGES

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

July 1, 2022 – June 30, 2024:

Effective July 1, 2022, increase the base salary of all titles by two and ¼ percent (2.25%).

Effective July 1, 2023, increase the base salary of all titles by two point five percent (2.5%).

Employees assigned to the overnight shift (3:00am to 11:00am) and/or any regularly assigned hours from 6:00pm on, shall receive a 10% pay increase for all hours worked.

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

ARTICLE 11

OVERTIME AND PREMIUM PAY

1. All employees will receive time and a half their regular hourly rate of pay for all additional hours worked over their regular scheduled work day.
2. "It is understood that, any employee working out of grade, will be compensated at the out of grade rate for all overtime hours worked, while assigned out of grade duties." The City will provide information on employees' paychecks regarding the number of overtime hours paid during the pay period.
3. All sick time, personal time, jury duty time, vacation time, and other paid time off shall be considered time worked for the purpose of calculating overtime.
4. Employees who are working out of grade in a higher classification shall be paid at the first step of the higher classification during the period of the assignment. Employees shall be paid at the first step for such out of grade assignment for years one (1), two (2), of the assignment. For years three (3) through six (6) inclusive, the employee shall be paid at the second step of the higher classification during the period of assignment. For out of grade service after the completion of six (6) years, the employee shall be paid at the top step of the higher classification during the period of assignment.

ARTICLE 12 OVERTIME ASSIGNMENT

Section 1. Overtime assignments shall be performed within each job classification by those who are available and qualified to do so. Except in the case of emergency concerning the health or safety of the public, any overtime shall require the pre-approval of the Department Head, Mayor, or designee.

Section 2. Upon being called back to work or called into work, unit employees shall be guaranteed a minimum of four (4) hours of pay at the applicable overtime rate.

Section 3. If an employee is out sick, he shall not be eligible for any overtime assignments until he/she returns to work and after he/she completes a full regular tour of duty, unless all employees have been called for said overtime assignment(s), and/or if an emergency situation exists.

ARTICLE 13 HOLIDAY OBSERVANCE

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

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

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

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

ARTICLE 14 REST PERIODS

All employees shall have two (2) paid fifteen (15) minute breaks each work day and a one (1) hour unpaid lunch.

ARTICLE 15 JOB POSTING AND FILLING OF VACANCIES

Section 1. All vacancies in the Parking Department shall first be posted in the Parking Department before being posted outside of the Department.

Section 2. Where a vacancy occurs in any job classification, and if the City intends to fill that position, it shall be posted on a bulletin board (and by electronic mechanism determined by the City) in the department/division job areas for the employees covered by this agreement. Such positions shall set forth the job title involved and the pay rate therefore and shall be posted for five (5) days. Employees on sick leave, injury leave, vacation or other authorized leave when a job posting occurs will be sent a copy of such notice (via email). Any employee applying for an open position who is not selected shall be notified that they did not get selected.

Section 3. Vacancies shall be filled with qualified employees in order of seniority.

ARTICLE 16 LEAVES OF ABSENCE

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

- (a) Subject to the operating needs of the Department and the prior approval of the Parking Director 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.
- (b) Reasonable time for the investigation and processing of grievance by one (1) employee representative, not to exceed two (2) hours;
- (c) Reasonable time for participation in collective bargaining sessions by no more than two (2) employee representatives;
- (d) The Union shall provide and keep updated a list of such representatives and provide updated copies to the Human Resources Director.

- (e) Emergency medical treatment for employees injured during performance of assigned work.
- (f) With 24 hours notice given to the appropriate supervisor who is not in the bargaining unit or his duly authorized designee, each employee shall be entitled to three (3) personal days annually. Such 24 hours notice is to be given to the Director or his duly authorized designee except in an emergency where upon the employee shall give notification as soon thereafter as possible. In all cases the Director or his duly authorized designee shall approve the personal leave and his approval shall not be unreasonably withheld. Personal leave shall not be granted where overtime monies may be required or when the staffing needs of the Department would be adversely affected; however, this provision does not apply to the watchmen's' positions. Subject to the foregoing provisions, employees shall not be denied use of personal day leave for the sole reason that the leave would be taken during weeks in which a holiday occurs.

ARTICLE 17

DISCIPLINE AND DISCHARGE

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

ARTICLE 18

RETENTION OF BENEFITS RIGHT AND PRIVILEGES

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

ARTICLE 19

MEDICAL COVERAGE

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

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

DENTAL AND VISION ONLY BENEFIT

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

Upon ratification, 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:

Commencing with the first day of July, 2022, the Employer shall make a contribution of \$22.00 per week to the Health Plan, representing 50% of the full premium. The Employee's 50% share at \$22.00 per week shall be made on a pre-tax payroll deduction basis.

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

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

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

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

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

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

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

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

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

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

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

Section 2. Sick Leave

- (a) All employees covered by this agreement shall accrue sick leave days at a rate of 15 days per year of 1 and ¼ days per month.

- (b) An employee who is absent because of illness shall be required to notify their superior no later than 15 minutes after the beginning of their work shift. Failure to provide such notification will result in such absence being charged to vacation leave, or leave without pay, at the discretion of the division or department head.

Section 3. Employees with 10 or more years of service shall be entitled to participate in the sick leave buyback program upon retirement or death. The Maximum payout shall be capped at \$7,500.00.

Section 4. Effective July 1, 2023, in an effort to reduce the level of sick leave utilization and to reward conscientious employees, any employee, who in each June 1 to May 31 twelve month period satisfies the following sick leave use provision, shall receive an annual sick leave incentive payment according to the following sick leave use schedule; provided, however, that this plan shall not apply to employees missing more than 30 days employment of Workers Compensation. If an employee with less than 30 days of lost work on Workers Compensation elects not to supplement his Workers Compensation benefits with sick leave benefits, he or she will be eligible for payment under the plan providing he or she is otherwise qualified.

SICK LEAVE INCENTIVE

Use Yearly	Effective 7/1/2023
0	\$875
1	\$775
2	\$675
3	\$625
4	\$575
Use Second Year	
0	\$1425
1	\$1175
2	\$925
3	\$825
4	\$800

Section 5. For absences in excess of 3 consecutive days, the City may require the employee to present a physicians' certificate.

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

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

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

Section 7. Sick Leave Monitoring/Counseling

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

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

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

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

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

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

ARTICLE 20 SAFETY AND HEALTH

Section 1.

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

Employees shall receive required safety gear including a reflective vest, gloves, and safety goggles. Employees shall be required to wear these items when appropriate.

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

Section 3. City-Issued Clothing and Boot Allowance:

The City shall provide unit members, excluding clerical staff, reflectorized clothing as needed to maintain safe working conditions, as well as safety goggles and work gloves. Each unit member, excluding clerical staff, shall be issued the following clothing:

- a. One (1) rain jacket as approved by the Union and the City;
- b. One (1) insulated winter jacket;
- c. Four (4) short sleeve t-shirts;
- d. One (1) winter hat;
- e. One (1) baseball hat;
- f. Two (2) sweatshirts; and
- g. Four (4) long sleeve t-shirts.

The City seal shall be emblazoned on clothing provided by the City and is to be worn only during working hours. Worn or damaged rain jackets shall be replaced if necessary. No more than one rain or winter jacket shall be issued to any eligible unit member per year.

Effective July 1, 2023, unit members, excluding clerical staff, shall be issued an annual boot allowance of \$200.00, which shall be paid to them in the pay period following July 1 of each year, that shall be used to purchase work boots.

Section 4. For the health, welfare and safety of fellow employees and the public any employee whose motor vehicle license is suspended or revoked shall immediately notify the Parking Director or their designee in writing. He/she will not be allowed to operate any motor vehicles or machinery requiring a valid motor vehicle license until such license is restored. Any employee who receives a moving violation summons (speeding, driving under the influence, etc) shall immediately notify the Commissioner or his designee in writing.

Section 5. Certification.

Effective July 1, 2023, any unit member who is certified to perform CPR shall receive a \$250 incentive to be paid on July 1 of each year following certification and upon completion of any annual or bi-annual training and while certification is in effect.

ARTICLE 21 CITY ORDINANCES

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

ARTICLE 22 BULLETIN BOARDS

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

ARTICLE 23

STABILITY OF AGREEMENT

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

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

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

ARTICLE 24

VACATIONS

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

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

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

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

Section 4. An employee may request and be granted the opportunity to take single vacation days provided that the employee gives at least 24 hours notice to the Parking Director or his designee. It is further understood that the approval of single vacation days shall not be unreasonable withheld. As always, the manpower needs of the department shall be considered prior to the granting of single vacation days.

ARTICLE 25 LONGEVITY

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

YEARS OF SERVICE	ANNUAL PAYMENT
	Effective 7/1/23
10 through 14	\$1250.00
15 through 19	\$1350.00
20 through 24	\$1450.00
25 through 29	\$1600.00
30	\$1700.00

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

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

ARTICLE 26 FUNERAL LEAVE

An absence with pay up to four (4) days shall be granted in case of death of an immediate member of an employee's family (spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandchildren, or grandparents, and domestic partner.) An absence with pay of two days is granted in case of death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew or niece.

ARTICLE 27 TOOL ALLOWANCE AND REQUIRED LICENSES

The City Agrees to pay the license fee for any license the City requires the employee to obtain or retain in order to perform his/her work for the City, including any physical exam associated with obtaining or retaining the license, excluding Class D motor vehicle licenses.

ARTICLE 28
GROUP LEGAL SERVICES FUND

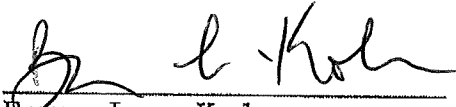
Effective upon the ratification of the July 1, 2022 - June 30, 2024 agreement, the City agrees to deduct from the wages of all members to participate in the Union's Group Legal Services Fund the amount that said employee has authorized to be so deducted, currently eight dollars (\$8.00) per week, and to remit same to the Group Legal Services Fund for each payroll period that the participating employee has wages due.

ARTICLE 29
DURATION AND RENEWAL

Section 1. This Agreement and each of its terms, shall be in effect as of **July 1, 2022**, and continue in full force and effect until **June 30, 2024**, or until a new Agreement is thereafter executed.

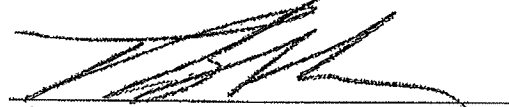
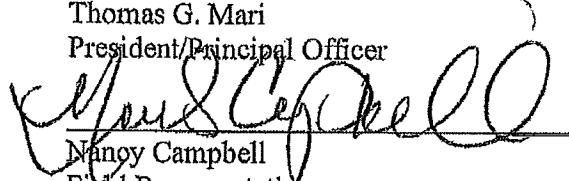
Either party to this Agreement may, in writing, notify the other party by March 1, 2025, of its intent to negotiate the terms of a new Agreement.

CITY OF MEDFORD:


Breanna Lungo-Koehn
Mayor

10/24/24
Date

TEAMSTERS LOCAL UNION NO. 25:


Thomas G. Mari
President/Principal Officer

Nancy Campbell
Field Representative

8-26-2024
Date