

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

JULY 1, 2024 – JUNE 30, 2027

ARTICLE I – PREAMBLE

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

ARTICLE II – RECOGNITION

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

ARTICLE III – MANAGEMENT RIGHTS

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, the Municipal Employer reserves and retains exclusively all of the authority, power, rights, jurisdiction, control, and responsibility to improve the efficiency of its operation, business, to organize and re-organize; to determine the methods, means, processes, and personnel by which operations are to be conducted; to determine the schedule and hours of work, tasks, classification and the assignment of employees to such work and tasks; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; and to take whatever action may be conducive to carrying out the mission of the Municipal Employer or any agency or department thereof. The foregoing shall not be taken as a limitation upon the Union to represent employees covered by the grievance procedure herein, where applicable.

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

ARTICLE IV – NON-DISCRIMINATION

As sole and exclusive collective bargaining agent the Union will continue to accept into voluntary membership all eligible persons in the union without regard to race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history) or marital status. Notice shall be given to the Employer forthwith upon such acceptance so that the Employer may object to the eligibility of such employee. The Union will represent equally all persons without regard to membership participation in or activities in the Union.

The Employer agrees to not discriminate against any person on the basis of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history), marital status or participation in or association with the activities of the union.

ARTICLE V – UNION DUES

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

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

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

BY: _____
Last Name First Name Middle Name

TO: _____
Employer Department

Effective Date: _____

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

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

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Signed: _____

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

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

ARTICLE VI – UNION REPRESENTATIVES/BARGAINING GRIEVANCES

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

ARTICLE VII – UNION REPRESENTATIVE

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

ARTICLE VIII – GRIEVANCE PROCEDURE

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

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

who shall respond in writing within ten (10) working days to the grievant. Failure to respond within the time limit shall be deemed a denial of the grievance.

Step 2: If the grievance still remains unsettled or if no timely response has been received, the documents from Step 1 shall be turned over to the Director of Human Resources or their designee within seven (7) working days after the response of the Chief of Police or their designee is received, or within seven (7) working days after the expiration of the time limit of Step 1. The Mayor or their designee may hold a hearing in executive session with the employee, their union representative, and necessary witnesses, the Chief of Police, and any other designated City Official(s) or agent(s). The grievant shall present all material facts and evidence pertaining to the said grievance. The Mayor or designee shall forward to the grievant their response within twenty-one (21) working days after the hearing. Failure to respond shall be deemed a denial of the grievance.

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

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

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

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

The award of an arbitrator so selected upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, subtract from, or in any way alter the provisions of this agreement. During the twelve (12) month probationary period

after permanent appointment, the employee may be terminated without recourse to the grievance procedure and/or arbitration.

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

ARTICLE IX – FUNERAL LEAVE

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

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

ARTICLE X – SENIORITY

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

ARTICLE XI – SICK LEAVE

Section 1.

Eligible employees of the Union shall be granted sick leave aggregating not more than eleven (11) sick leave days in one school calendar year(s) exclusive of Sundays and

holidays without loss of pay. Unused sick leave not used in any calendar year may be accumulated for use in any following year.

Section 2.

An eligible reserve employee represented by the Union who has worked a minimum of twenty-two consecutive paid workdays shall accrue one (1) sick leave day for each such consecutive twenty-two workdays worked. Such reserve's sick leave accrual in a calendar year shall not exceed eleven (11) sick leave days in any one school calendar year(s). Unused sick leave may accumulate from year to year.

Section 3.

The Employer reserves the right to receive a doctor's certificate in absences of three (3) consecutive workdays. An employee may not return to work without said note if they were absent for illness or injury of three (3) or more consecutive days and said note be presented to the Chief of Police and Director of Human Resources.

Section 4.

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

Section 5.

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

Employees needing to use sick leave as allowed by this agreement or required to call in advance and speak to the Commanding Officer of the Chief on a recorded phone line. The employee is obligated to call in sick with enough prior notice in order to cover their work assignment.

The City and the Union agreed that sick leave benefits afforded to the employees shall not be misused or abused. Sick leave misuse, or abuse or excessive use of sick leave directly impacts employee productivity and the effectiveness of the City's operation. An employee's misuse, abuse, or excessive use of sick leave may be grounds for employer disciplinary action or administrative action, including termination. The Chief of Police may, at their discretion, require medical certification of any illness or injury.

If an employee is committing fraud or abuse by engaging in an activity that is not consistent with allowable purposes for earning sick time, the Chief of Police may initiate disciplinary proceedings against an employee or misuse of sick leave.

If an employee is exhibiting a clear pattern of taking leave on days just before or after scheduled days off, or holidays, an employer may discipline the employee for misuse of earned sick time, unless the employee provides verification (written documentation) of authorized use.

The Chief of Police may require written documentation for an employee's use of earned sick time that (a) exceeds 3 consecutive days on which the employee was scheduled to work; (b) occurs before 4 unforeseeable and undocumented absences within a three-month period.

Written documentation that may be required includes written documentation signed by a healthcare provider indicating the need for the earned sick time taken; or the Chief of Police may require employees to personally verify in writing that they have used earned sick time for allowable purposes after using any amount of sick leave, provided that the employee shall not be required to explain the nature of the illness.

Section 6.

Sick Leave Buy Back Incentive

Effective July 1, 2024, a full-time employee who uses three (3) sick days or less during the preceding schoolwork year, shall be entitled to sell (redeem) four (4) accumulated sick leave days to the City for a lump sum payment of \$400.00. Such payment shall be made in the applicable succeeding November monthly payment in the following schoolwork year. The option must be made by October 1 of the applicable year of entitlement. An employee may retain and accumulate such sick leave as is the practice and is not required to sell back such sick leave.

Section 7.

Personal Days

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

ARTICLE XII – LEAVES OF ABSENCE

The Mayor shall have the sole discretion to determine whether an employee who requests a leave of absence without pay shall be granted such and under what terms and

conditions. The decision of the Mayor shall be final and binding and will not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE XIII – RESERVES

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

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

ARTICLE XIV – CITY ORDINANCES

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

ARTICLE XV – NO STRIKE CLAUSE

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

ARTICLE XVI – SAVINGS CLAUSE

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

ARTICLE XVII – STABILITY OF AGREEMENT

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

ARTICLE XVIII – NOTICES

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

Mailings to the City of Medford are addressed to Mayor of Medford, 85 George P. Hassett Drive, Medford, MA 02155, Certified Mail/Return Receipt Requested, and when mailings to the Union are addressed to the President of the Local Union, c/o the President at the President's residential address contained in the current City records or, if applicable, to Metropolitan Area Coordinator, c/o American Federation of State, County and Municipal Employees (AFSCME) Council 93, 8 Beacon Street, Boston, MA 02108, Certified Mail/Return Receipt Requested.

ARTICLE XIX – LONGEVITY

YEARS OF SERVICE	7/1/24/YR	7/1/25/YR	7/1/26/YR
5 through 9	\$650.00	\$650.00	\$650.00
10 through 19	\$750.00	\$750.00	\$750.00
20 through 24	\$800.00	\$800.00	\$800.00
25 through 29	\$875.00	\$875.00	\$875.00
30+	\$900.00	\$900.00	\$900.00

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

ARTICLE XX – FULL-TIME EMPLOYEES

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

ARTICLE XXI – MISCELLANEOUS

Each "full-time" employee regularly working who is out sick shall call and notify the Police Department Commanding Officer before noon of the day before the employee is going to report for work the succeeding work day. Reserve employees shall call and ask the

Police Traffic Office between noon and 2:00 P.M. of each work day as to whether the employee is going to be needed for work the preceding work day.

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

A reserve employee may, once each three years, request with two (2) weeks' advance notice in writing to be placed at the bottom of the Reserve list. Such shall be granted by the Chief of Police or designee. It is understood that no more than three (3) employees in any given school work year may request such permission and that the reserve employee shall always remain available for duty, whether at the bottom of the list or otherwise. As new reserves are hired or another goes to the bottom of the reserve list they shall go up the list as is the practice.

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

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

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

ARTICLE XXII – COMPENSATION

Effective July 1, 2024	.5%	\$12,949.48/year	\$1,079.12/month
Effective July 1, 2025	2%	\$13,208.47/year	\$1,100.71/month
Effective July 1, 2026	2%	\$13,472.64/year	\$1,122.72/month

ARTICLE XXIII – CLOTHING/UNIFORMS/WORK BOOTS

Effective July 1, 2024, the City shall provide the regular full-time employees with a \$100.00 allowance each year for the purchase of an insulated boot.

MSTs will be supplied with new winter jackets with hoods. Jackets will be replaced as needed every three (3) years.

- MSTs will receive new safety vests and white gloves (spring) to be provided yearly, as needed.
- MSTs will receive full rain gear to be provided as needed every four (4) years. The MSTs will receive new approved baseball-type caps to be distributed, as needed, every two (2) years.

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- MSTs will be provided, as needed, two (2) blouses and patches every two (2) years. The MSTs will be provided new spring-weight jackets, as needed, every three (3) years.

ARTICLE XXIV – CLOTHING

The members' representatives may work with the Police Chief to modify their uniforms and receive proper patches for jackets and the like, but must receive written prior approval from the Chief prior to any clothing purchase.

ARTICLE XXV – DURATION

This Memorandum of Agreement shall be effective from July 1, 2024 and continue in full force and effect until June 30, 2027 or until a new Agreement is thereafter executed.

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

IN WITNESS WHEREOF, the parties signed this agreement this 17th day of July, 2025.

MEDFORD SCHOOL TRAFFIC

CITY OF MEDFORD

SUPERVISORS UNION

By: *Nicole Jolley*

President

Ann Marie Peratturo

Vice-President

M. Dine 8/5/25

Treasurer

AFSCME 13

Secretary

By: *Breanna Lungo-Koehn*

Mayor Breanna Lungo-Koehn