



Medford City Council
Medford, Massachusetts

Committee of the Whole, February 3, 2026

City Council

Isaac B. "Zac" Bears
Anna Callahan
Emily Lazzaro
Matt Leming
Liz Mullane
George A. Scarpelli
Justin Tseng

This meeting will take place at 6:00 P.M. in the City Council Chamber, 2nd Floor, Medford City Hall, 85 George P. Hassett Drive, Medford, MA and via Zoom.

Zoom Link:

<https://us06web.zoom.us/j/86227181670?pwd=2flrx3K3FHotlZR42UrCrvIYT7heB9.1>

Call-in Number: +13017158592,,86227181670#,,,*631471#

Live: Channel 22 (Comcast), Channel 43 (Verizon), [YouTube](#), and medfordtv.org.

To submit written comments, please email ccmembers@medford-ma.gov.

CALL TO ORDER & ROLL CALL

ACTION AND DISCUSSION ITEMS

25-189 - Offered by Isaac Bears, Council President

Amendment to Chapter 2, Article V, Division 2 - Medford Standard Compensation Ordinance

Adjournment

- **Sec. 2-935 – Medford Standard Compensation Ordinance**

This Chapter shall be known as the "Medford Standard Compensation Ordinance." The purpose of this Chapter is to assure that employees of the City of Medford building service contractors and subcontractors earn an hourly wage that is needed to support a family of four and to promote labor peace in building service work contracted by the City of Medford.

- **Sec. 2-936 - Definitions.**

For the purposes of this Chapter, the term:

- (a) "Applicable Department" means the Procurement Department, with the advice and assistance of the appropriate department which receives the services, for Covered Building Service Employers who contract or subcontract with the City of Medford and includes the Medford Public Schools Department for Covered Building Service Employers who contract or subcontract with the Medford Public Schools Department.
- (b) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.
- (c) "Building Service Contract" means a contract let to a contractor by the City of Medford for the furnishing of security or janitorial building services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "building service contract" for the purposes of this definition.
- (d) "Building Service Subcontract" means a subcontract primarily for the furnishing of security or janitorial building services, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "building service subcontract" for the purposes of this definition.
- (e) "Covered Janitorial Service Employee" means any person performing janitorial building service work for a Covered Building Service Employer, either directly or through a contract or subcontract.

(f) "Covered Security Service Employee" means any person performing security building service work for a Covered Building Service Employer, either directly or through a contract or subcontract.

(g) "Janitorial Building Services" or " Janitorial Building Service Work" means janitorial duties such as, but not limited to: cleaning and restocking bathrooms; floor cleaning, servicing, and maintenance for attached carpeting, hard surfaces, and walk-off mats at all facility entrances (e.g., vacuuming, washing, sweeping, stripping, waxing, buffing); cleaning of furniture, fixtures, and interior building surfaces (e.g., dusting, washing, and periodic steam cleaning); all related activities under the other Facilities Management and Maintenance Standards (FMMS), such as Solid Waste Management and Integrated Pest Services; use of green cleaning procedures and practices in compliance with all applicable standards.

(h) "Security Building Services" or " Security Building Service Work" means any duties such as, but not limited to: securing premises and personnel by patrolling property; inspecting buildings, equipment, and access points; monitoring of surveillance equipment; investigating disturbances and notifying tenant agency staff and/or police or fire departments in cases of emergency; monitoring and authorizing entrance and departure of employees, visitors, and other persons to guard against theft and maintain security of premises; incident reporting or maintaining a log of activities and irregularities, such as equipment or property damage, theft, presence of unauthorized persons, or unusual occurrences; vehicle patrols; inspection; responding to incidents requiring de-escalation and/or physical intervention.

(i) "Labor peace agreement" means an agreement between a covered employer and a labor organization that seeks to represent employees who perform one or more classes of work to be performed pursuant to a building service contract or subcontract, where such agreement: (1) requires that the Covered Building Services Employers and the labor organization and its members agree to the uninterrupted delivery of services to be rendered pursuant to this contract and to refrain from actions intended to or having the effect of interrupting such services; and (2) includes any other terms agreed to by the parties, which may relate to, but need not be limited to: (i) alternate procedures related to recognizing the labor organization for bargaining purposes, (ii) public statements, (iii) workplace access, and (iv) the provision of employee contact information. The term "labor peace agreement" may include a collective bargaining agreement that is in effect.

(j) "Labor organization" has the same meaning as set forth in subdivision (5) of section 152 of title 29 of the United States Code.

(k) "Covered Building Service Contractor" or "Covered Building Service Employer" means an entity providing Building Services on a Covered Building Service Contract or subcontract with the City or any of its departments or subdivisions.

(l) "Standard Compensation" has the meaning stated in Section 2-937.

- **Sec. 2-937 - Standard Compensation.**

(a) Applicability. Covered Building Services Employers shall pay no less than the standard compensation to covered janitorial and security service employees.

(b) Standard Compensation shall include the standard hourly rate of pay for the relevant classification.

(c) Amount.

(i) The "Standard Hourly Rate of Pay" for Covered Janitorial Service Employees shall be the following:

(1) The prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(ii) The "Standard Hourly Rate of Pay" for Covered Security Service Employees shall be the greatest of the following:

(1) The prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or

(2) The hourly rate paid to workers in the relevant classification under a preceding building service contract; or

(3) The hourly rate paid to workers in the relevant classification under the active collective bargaining agreement covering the largest number of security guards in the Commonwealth of Massachusetts, so long as the agreement covers at least 500 workers.

(v) "Standard Benefits" for Covered Janitorial Service Employees shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Janitorial Service Employees in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not

including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent of the standard hourly rate of pay.

(vii) "Standard Benefits" for Covered Security Service Employees shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or (2) twenty percent of the standard hourly rate of pay.

(viii) For the purposes of this section, "benefits" shall not include workers compensation or other legally mandated insurance, or any other benefit the Covered Building Service Employer is required to provide under federal, state or local law, nor shall it include the value of any benefit for which the Covered Janitorial or Security Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Janitorial or Security Service Employee or to any other party on the Covered Janitorial or Security Service Employee's behalf, because the Covered Janitorial or Security Service Employee either does not actually utilize or does not elect to receive the benefit for any reason.

- **Sec. 2-938 - Notification Requirements.**

All Applicable Departments shall provide in writing an explanation of the requirements of this Chapter in all requests for bids for building service contracts as defined by this Chapter. All persons who have signed a building service contract with the City of Medford shall forward a copy of such requirements to any person submitting a bid for a subcontract on the contract.

All Covered Building Service Contracts and all solicitations for Building Services issued by the City of Medford or any of its departments or subdivisions, shall contain a provision indicating the number of hours or work required and stating the Standard Compensation for the relevant classification that is applicable to the Covered Janitorial or Security Service Employees and shall contain a stipulation that the Covered Janitorial or Security Service employees shall be paid not less than the Standard Compensation for the relevant classifications.

All requests for proposals or other solicitations and all specifications for building service work, shall include specific reference to this chapter, shall state the required number of hours, and shall require prospective building service contractors to submit pricing on a standard worksheet furnished by the City that specifies the components of hourly pricing for the duration of the contract.

- **Sec. 2-939 - Duties of Covered Employers and Applicable Departments.**

(a) Notification Requirements. Covered employers and Covered Building Service Employers shall provide each Covered Employee with a fact sheet about this Chapter and shall post a notice about the Chapter in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

- (1) Notice of the Standard Compensation requirements;
- (2) A summary of the provisions of this Chapter;
- (3) A description of the enforcement provisions of the Chapter;
- (4) The name, address, and phone number of a person designated by the Procurement Office to whom complaints of noncompliance with this Chapter should be directed.

(b) Building Service Contract. At the time of signing a Covered Building Service Contract, the contract must include the following:

- (1) A local contact name, address, and phone number for the Covered Building Service Employer;
- (2) A written commitment by the Covered Building Service Employer to pay all Covered Employees not less than the Standard Wage if applicable, as subject to adjustment under this Chapter and to comply with the provisions of this Chapter;
- (3) A list of Covered Janitorial or Security Service Employees under the contract with the employees' job titles;

(4) A list of all subcontracts either awarded or that will be awarded to the Covered Building Service Employer. Upon signing any subcontracts, the Covered Building Service Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Building Service Employer shall maintain payrolls for all Covered Janitorial or Security Service Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Procurement Department from time to time.

(d) Payroll reporting. Every six months, a Covered Building Service Employer, shall file with the City a complete certified payroll showing the Covered Building Service Employer's payroll records for each Covered Janitorial or Security Service Employee. Upon request, the Covered Building Service Employer shall produce for inspection and copying the payroll records for any or all applicable Covered Janitorial or Security Service Employees for the prior three-year period.(e)

(e) Procurement Department duties. The Procurement Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Chapter. The Procurement Department shall report the findings of all such investigations to the Applicable Department Website.

(f) Covered Building Service Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(g) Transitional Employment Period. The City shall give advance notice to a Covered Building Service Contractor and any collective bargaining representative of the Covered Building Service Contractor that a Covered Building Service Contract will be terminated, and the City shall also provide the name, address, and telephone number of the successor Covered Building Service Contractor or contractors where known. The terminated Covered Building Service Contractor shall, within five days after receipt of such notice, provide to the successor Covered Building Service Contractor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the building service contract at the time of receiving said notice. If a successor

Covered Building Service Contractor has not been identified by the City by the end of the five-day pay period, the terminated Covered Building Service Contractor shall provide the information to the City, at the same time that the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Contractor.

A successor Covered Building Service Contractor or subcontractor where applicable shall retain for a ninety-day transitional employment period all employees who were employed by the terminated Covered Building Service Contractor and its subcontractors at the building(s) covered by the terminated contract. If at any time the successor Covered Building Service Contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, the successor Covered Building Service Contractor shall retain the employees by seniority within job classification. Except for such layoffs, during the ninety-day transition period, the successor Covered Building Service Contractor shall not discharge without cause an employee. During the ninety-day transition period, the successor Covered Building Service Contractor shall maintain a preferential hiring list of those employees not retained from which the successor contractor or its subcontractors shall hire additional employees. At the end of the transition period, the successor employer shall perform a written performance evaluation for each service employee retained under this section. If a service employee's performance during this transition period is satisfactory, the successor employer shall offer the service employee continued employment under terms and conditions established by the successor employer.

(h) No later than 30-180 days after the effective date of this ordinance, all building service contracts, subcontracts or portions of contracts or subcontracts that fail to conform to the requirements of Secs. 2-935-40 shall be reopened for proposals that comply with the requirements of G.L.C. 30B and Secs. 2-935-40. No later than 30-60 days after the selection of a compliant bid, the City department or subdivision shall terminate the nonconforming contract by delivering to the Building Service Contractor or Subcontractor notice of termination specifying the extent of termination and the effective date.

(i) The Applicable Contracting Department shall not be required to provide a building service contractor or subcontractor with the option to renegotiate or cure the terms of the nonconforming contract or subcontract prior to the reopening for proposals or the subsequent termination.

- **Sec. 2-940 Labor Peace**

(a) No later than 90 days after the award or renewal of a building service contract or approval of a building service subcontractor, such Covered Building Service Contractor or Subcontractor, shall either:

- (1) submit an attestation to the Applicable Department, signed by one or more labor organizations, as applicable, stating that the covered employer has entered into one or more labor peace agreements with such labor organizations, and identify: (i) the classes of covered employees covered by the labor peace agreements, (ii) the classes of covered employees not currently represented by a labor organization and that no labor organization has sought to represent, and (iii) the classes of covered employees for which labor peace agreement negotiations have not yet concluded; or
- (2) submit an attestation to the Applicable Department stating that the covered employer's covered employees are not currently represented by a labor organization and that no labor organization has sought to represent such covered employees.

(b) Where a labor organization seeks to represent the Covered Employees of a Covered Building Service Contractor or Subcontractor after the expiration of the 90-day period following the award date of the building service contract or the approval of a building service subcontractor, and the labor organization has provided notice to the contracting agency and the Covered Building Service Contractor or Subcontractor regarding such interest, the Covered Building Service Contractor or Subcontractor shall then submit an attestation signed by the labor organization to the Applicable Department no later than 90 days after the date of notice stating that it has entered into a labor peace agreement with such labor organization or that labor peace agreement negotiations have not yet concluded.

- **Sec 2-941 - Enforcement.**

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such

books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An employee or former employee who believes that he or she is or has been a Covered Janitorial or Security Service Employee or an applicant for a position to be filled by a Covered Janitorial or Security Service Employee, or any organization representing such an employee, former employee, or applicant, who believes that an employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) Remedies. In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

- (1) Fines up to the amount of five hundred dollars for each Covered Janitorial or Security Service Employee for each day that the Covered Building Service Employer is in violation of this Chapter, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of double back wages plus interest owed;

- (2) Suspension of ongoing contract and subcontract payments;
- (3) Ineligibility for future City contracts for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Building Service Employers having any principal officers who were principal officers of a barred Covered Building Service Employer shall be ineligible under this section; and
- (4) Any other action deemed appropriate and within the discretion and authority of the city. Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this Chapter.

(e) Private right of action. Any Covered Janitorial or Security Service Employee, or any person who was formerly employed by a Covered Building Service Employer, or any organization representing such an employee or former employee, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorney's fees and costs, by filing suit against a Covered Building Service Employer in any court of competent jurisdiction.

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(g) Retaliation and discrimination barred. A Covered Building Service Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein.

- **Sec. 2-942 - Severability.**

In the event any provision of this Chapter shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.