



Medford City Council
Medford, Massachusetts

Committee of the Whole, April 14, 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/88394771887?pwd=dkEWD3RaM53CeSGmlrA55D6evrpDJ7.1>

Call-in Number: +19292056099,,88394771887#,,,,*885548#

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

DRAFT Standard Compensation Ordinance

Commented [JA1]: In my opinion, this Ordinance is in draft form and should be carefully reviewed with relevant City Department heads prior to adoption given the policy, employment, staffing, operational and financial considerations implicated herein.

1) Sec. 2-935—Medford Standard Compensation Ordinance

- a) This Ordinance shall be known as the “Medford Standard Compensation Ordinance.”
The purpose of this Ordinance is to ensure that employees of building service contractors and subcontractors who contract with the City earn an hourly wage that is sufficient for a family of four to live at or above the federal poverty level and to ensure that City dollars are not used to undercut the prevailing standards that have been attained by building service workers.

2) Sec. 2-936 – Definitions.

For the purposes of this Ordinance, the following terms shall mean:

BUILDING SERVICES or **BUILDING SERVICE WORK.** Work performed in connection with the cleaning and maintenance of buildings and security guard services.

CONTRACTING DEPARTMENT. Any City Department that awards a covered building service contract.

COVERED BUILDING SERVICE CONTRACT. A contract or subcontract to provide building services to the City.

COVERED BUILDING SERVICE EMPLOYEE. Any person employed, directly or indirectly, to perform building service work in the performance of a covered building service contract.

COVERED BUILDING SERVICE VENDOR. An employer providing building services pursuant to a covered building service contract.

LIVING WAGE. The rate established by the Procurement Department as the minimum hourly wage rate that shall be paid to a Covered Building Service Employee by a Covered Building Service Vendor pursuant to the formula set forth in Section 2-939.1.

PERSON. 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 this commonwealth.

STANDARD COMPENSATION. The hourly rate of pay, benefits, and paid leave that shall be provided to a Covered Building Service Employee pursuant to the formula set forth in Subsection 2-939.2.

YOUTH PROGRAM. Any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time programs.

3) Sec. 2-937—Applicability, Exemptions, and Waivers

a) Sec. 2-937.1—Applicability

- i) The provisions of this Ordinance shall apply to all Covered Building Service Vendors as defined in this Ordinance, not including exemptions listed in Sec. 2-937.2.

b) Sec. 2-937.2—Exceptions

- i) The following positions are exempt from the requirement of Standard Compensation payments upon certification in an affidavit signed by the authorized signatory of the Covered Building Service Vendor that the positions are as follows:
 - (1) Youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time programs;
 - (2) Work-study or cooperative educational programs;
 - (3) Trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness or training services;
 - (4) Persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, training, or job coaching;
 - (5) Positions where housing is covered by the Covered Building Service Vendor; and
 - (6) Employees who are exempt from federal or state minimum wage requirements.

c) Sec. 2-937.2—Waivers

- i) A Covered Building Service Vendor may request that the City, through a designated City department, grant a partial or whole waiver to the requirements of this Ordinance.
 - (1) General Waivers. General Waivers may be granted where application of this Ordinance is found by the City to violate a specific state or federal statutory, regulatory, or constitutional provision or provisions, and the City approves the waiver on that basis.
 - (a) All General Waiver requests shall include the conflicting statutory, regulatory, or constitutional provision or provisions that make compliance with this Ordinance unlawful, a copy of each such provision, a factual explication and legal analysis of how compliance with this Ordinance would violate the cited provision or provisions and the legal consequences that would attach if the violation were to occur.
 - (2) Hardship Waivers for certain not-for-profit employers. A Covered Building Service Vendor who has a contract with the City which is not subject to the provisions of G.L. c. 30B, may apply to the City for a specific waiver where payment of the Standard Compensation by a not-for-profit Covered Building Service Vendor would cause substantial hardship to the Covered Building Service Vendor.
 - (a) All Hardship Waiver requests shall include a detailed explanation of why payment of the Standard Compensation would cause substantial hardship to the Covered Building Service Vendor and a statement of proposed wages below the Standard Compensation.

- (3) Ordinance waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, designated City departments may apply to the Procurement Department for a specific waiver of the application of the Standard Compensation Ordinance to a particular contract where payment of Standard Compensation by a Covered Building Service Vendor would make it inordinately expensive for the City to contract for the service or would result in a significant loss of City services.
 - (a) All Ordinance waiver requests shall include a detailed explanation of why the cost of the contract with the payment of the Standard Compensation would be inordinately expensive or would result in a significant loss of services to the City.
- (4) All waiver requests shall be forwarded to the Procurement Department for review with the applicable City department.

4) Sec. 2-938—Duties of Contracting Departments and Covered Building Service Vendors

a) Sec. 2-938.1—Notification

- i) All City Contracting Departments engaged in the awarding of contracts shall be provided a copy of this Ordinance in all requests for bids for Covered Building Service Contracts with the City. All persons who have signed a Covered Building Service Contract with the City shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Covered Building Service Contract.
- ii) All Covered Building Service Contracts and all solicitations for building services issued by the City shall specifically state that all requirements of this Ordinance applicable to Covered Building Service Contracts, including enforcement mechanisms unless a waiver is provided, are applicable to the contract and incorporated by reference and state that Covered Building Service Employees may not be paid less than standard compensation for the relevant classification and indicate:
 - (1) The Standard Compensation for the relevant classification, or classifications, that is applicable to the Covered Building Service Employees;
 - (2) The process for annual price adjustments to accommodate increases in the required compensation; and
 - (3) A statement that the violation of the Standard Compensation Ordinance may constitute a breach of contract.
- iii) All solicitations for building services issued by the City shall further require prospective Covered Building Service Vendors to submit pricing on a standard worksheet that breaks down the proposed hourly rates.

Commented [JA2]: This provision should be carefully reviewed with relevant City department heads.

b) Sec. 2-938.2—Maintenance and Reporting of Payroll Records

- i) *Maintenance of payroll records.* Each Covered Building Service Vendor shall maintain accurate payrolls for all covered employees for a period of three years. The records shall contain the name of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, a copy of the Social Security returns and evidence of payment thereof, a record of fringe benefit payments including contributions to approved plans, funds or programs and/or additional cash payments and such other data as may be requested for inspection by the designated City Department from time to time.
- ii) *Inspection of payroll records.* Each Covered Building Service Vendor shall permit representatives of the applicable City Department, or their designee, to examine the payroll records within ten (10) days of receiving a request in writing from the designated City Department.
- iii) *Certified Payroll Reporting.* On an annual basis, each Covered Building Service Vendor shall file with the relevant City department a certification prepared by the Vendor certifying that the Covered Building Service Vendor's payroll records are in compliance with this Ordinance.

c) Sec. 2-938.3-- Covered Building Service Contracts

- i) At the time of signing a Covered Building Service Contract with the City or subcontract with a vendor, the contract must include the following:
 - (1) A local contact name, address, e-mail address and phone number for the Covered Building Service Vendor;
 - (2) A written commitment by the Covered Building Service Vendors to pay all Covered Building Service Employees not less than the applicable current standard compensation, subject to adjustment each July 1 and compliance with the provisions of this Ordinance; and
 - (3) A list of all service subcontracts either awarded or that will be awarded to vendors with funds from the Covered Building Service Contract. Any covered vendor awarded a service contract shall notify the Contracting Department within three business days of signing a service subcontract with a Covered Building Service Vendor.

5) Sec. 2-939—Standard Compensation Payment

a) Sec. 2-939.1—Calculation of Living Wage

- i) The living wage shall be calculated on an hourly basis and shall be no less than the current state minimum wage from the effective date of passage of this Section, subject to adjustment by the Procurement Department each year on July 1:
 - (1) To the hourly rate which at 40 hours of work a week for 50 weeks a year would be equal to but not less than 116% of the poverty threshold for a family of four as published by the United States Department of Health and Human Services;

Commented [JA3]: These calculations raise significant policy and financial considerations warranting review by the relevant City department heads internally. These definitions should be carefully reviewed internally for policy and financial implications, as the enclosed is sample language for further discussion.

- (2) In proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (“CPI-U”) Boston-Cambridge-Newton, MA-NH as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$15.00; or
- (3) One hundred ten percent of the federal or state minimum wage; or whichever of the foregoing is higher.

ii) Sec. 2-939.2—Calculation of Standard Compensation

- (1) All Covered Building Service Vendors shall provide all Covered Building Service Employees with no less than Standard Compensation.
- (2) Standard Compensation shall include, for the relevant classification: 1) the standard hourly rate of pay, 2) standard paid leave and 3) standard benefits.
 - (a) The “standard hourly rate of pay” for Covered Building Service Employees shall be no less than the Living Wage as defined in Sec. 2-939.1.
 - (b) “Standard paid leave” for Covered Building Service Employees other than for unarmed or armed security guards shall be equal to the greatest of the following:
 - (i) Annual paid leave required under applicable local, state or federal law; or
 - (ii) The paid leave provided under the prescribed rate of wages as determined by Director of the Department of Labor Standards pursuant to G.L. c. 149, § 27H.
 - (c) “Standard paid leave” for unarmed or armed security guards shall be equal to the greatest of the following:
 - (i) Annual paid leave required under applicable local, state or federal law; or
 - (ii) The 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 Ordinance 195 of the Acts of 2014.
 - (d) The “standard benefits” for Covered Building Service Employees other than for unarmed or armed security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways:
 - (i) 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;
 - (ii) 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
 - (iii) By providing the entire supplement in cash.
 - (e) The required hourly supplemental rate for Covered Building Service Employees other than for unarmed or armed security guards shall be equal to the monetary value of the health and other benefits (not including paid leave)

Commented [JA4]: This language should be carefully reviewed with applicable City Departments, including for financial and procurement considerations.

provided under the prescribed rate of wages as determined by the Director of the Department of Labor Standards pursuant to G.L. c. 149, § 27H.

- (f) The “standard benefits” for unarmed or armed security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a covered building service employee in one of the following ways:
 - (i) 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;
 - (ii) 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
 - (iii) By providing the entire supplement in cash.
- (g) The required hourly supplemental rate for unarmed and armed security guards shall be equal to 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 Acts of 2014.
- (h) The “standard benefits” for Covered Building Service Employees other than unarmed or armed security guards shall be adjusted annually to be no less than equal to the current monetary value of the health and other benefits (not including paid leave) as determined by the Director of the Department of Labor standards pursuant to G.L. c. 149, § 27H.
 - (i) The “standard benefits” for unarmed and armed security guards shall be adjusted annually to be no less than equal to the current 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 Acts of 2014.
- (i) For the purposes of this Ordinance, “benefits” shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Building Service Employee or to any other party on the Covered Building Service Employee’s behalf because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason.

6) **Sec. 2-940—Enforcement.**

a) **Sec. 2.940.1—Private Right of Action**

- i) Any Covered Building Service Employee may seek private relief to privately enforce the provisions of this Ordinance in any court of competent jurisdiction within three (3) years of the most recent alleged violation.

b) **Sec. 2.940.2—Complaints**

- i) A Covered Building Service Employee may file a complaint with the designated City of Medford Department. Complaints by Covered Building Service Employees of alleged violations may be made at any time within three (3) years of the most recent alleged violation.
- ii) A complaint of noncompliance with this Ordinance may be filed by a Covered Business Employee with the designated City Department, which shall provide a copy of the complaint to each Covered Building Service Vendor against whom the complaint is made within five business days for its review and response. Complaints received by the City are subject to the Massachusetts Public Records Law, and thus, such complaints may be subject to public disclosure to the extent required by law.

c) **Sec. 940.3— Review.**

- i) The designated City Department may review all complaints of alleged noncompliance. Such review may include routine reviews, inquiries, and Covered Building Service Vendor’s responses to complaints. The designated City Department, or its designee, may request to inspect documentation from the vendor within thirty (30) days of receiving a complaint, in furtherance of any complaint review.

7) **Sec. 2-941 – Penalties and Remedies.**

- a) **Penalties.** In the event that the designated Department determines, after notice and a hearing, that any Covered Building Service Vendor has failed to provide Standard Compensation or has otherwise violated the provisions of this Ordinance, the applicable Department may order any or all of the following penalties and relief:

- i) This Ordinance may be enforced through any lawful means in law or in equity, including, but not limited to non-criminal disposition pursuant to G.L. c. 40, § 21D. Fines in the amount of \$300 for each Covered Building Service Employee for each day that the Covered Building Service Vendor is in violation of this Ordinance. The contracting Department head or its designee may enforce this Ordinance pursuant G.L. c. 40, § 21D;
- ii) The filing of a complaint with the pertinent state or federal agency by the complainant employee;
- iii) **Review of ongoing contract payments; and**
- iv) Potential ineligibility for future contracts with the City for three years or until all penalties and restitution have been paid in full to a complaining employee and the vendor verifies such payments.

Commented [JA5]: Enforcement of this Ordinance by City Departments may implicate specific personnel and collective bargaining implications for City employees and officials. These provisions should be reviewed with the Human Resources Director.

Commented [JA6]: Any suspension of contract payments would be subject to the specific contract language in each particular contract.

b) *Remedies herein non-exclusive.* No remedy set forth in this Ordinance is intended to be exclusive or a prerequisite for a private employee to assert a private claim or cause of action under applicable state or federal law.

8) **Sec. 2-942-- Discrimination Against Covered Employees Barred.**

a) If a Covered Building Service Vendor discharges, reduces the compensation of, or discriminates against any Covered Building Service Employee for making a complaint to the City or otherwise asserts their rights under this Ordinance, participating in any of its proceedings, or using any civil remedies to enforce their rights under the Ordinance, the Covered Building Service Vendor shall be considered in violation of this Ordinance. The applicable City Department shall review allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief to the employee or person under this Ordinance.

9) **Sec. 2-942-- Severability.**

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

10) **Sec. 2-943-- Effective date.**

a) This Ordinance shall be effective upon its adoption and will only apply prospectively. Each Covered Building Service Contract entered into by the City after adoption of this Ordinance must comply with this Ordinance.

DRAFT Standard Compensation Ordinance

1) Sec. 2-935—Medford Standard Compensation Ordinance

- a) This Ordinance shall be known as the “Medford Standard Compensation Ordinance.”
The purpose of this Ordinance is to ensure that employees of building service contractors and subcontractors who contract with the City earn an hourly wage that is sufficient ~~for a family of four to live at or above the federal poverty level and~~ to ensure that City dollars are not used to undercut the prevailing standards that have been attained by building service workers and to promote labor peace in building service work contracted by the City of Medford.

2) Sec. 2-936 – Definitions.

For the purposes of this Ordinance, the following terms shall mean:

BUILDING SERVICES or ***BUILDING SERVICE WORK***. Work performed in connection with the cleaning and maintenance of buildings and security guard services.

CONTRACTING DEPARTMENT. Any City Department that awards a covered building service contract.

COVERED BUILDING SERVICE CONTRACT. A contract or subcontract to provide building services to the City.

COVERED BUILDING SERVICE EMPLOYEE. Any person employed, directly or indirectly, to perform building service work in the performance of a covered building service contract.

COVERED BUILDING SERVICE VENDOR. An employer providing building services pursuant to a covered building service contract.

LABOR ORGANIZATION. An organization with the characteristics set forth in subdivision (5) of section 152 of title 29 of the United States Code.

LABOR PEACE AGREEMENT. An agreement between a Covered Building Service Vendor and a labor organization that seeks to represent employees who perform one or more classes of work to be performed pursuant to a Covered 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.

LIVING WAGE. ~~The rate established by the Procurement Department as the minimum hourly wage rate that shall be paid to a Covered Building Service Employee by a Covered Building Service Vendor pursuant to the formula set forth in Section 2-939.1.~~

PERSON. 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 this commonwealth.

COVERED SECURITY GUARD. Armed or unarmed Covered Building Service Employees that perform security duties.

STANDARD COMPENSATION. The hourly rate of pay, benefits, and paid leave that shall be provided to a Covered Building Service Employee pursuant to the formula set forth in Subsection 2-939.2.

STANDARD HOURLY WAGE RATE. The rate established by the Procurement Department as the minimum hourly wage rate that shall be paid to a Covered Building Service Employee by a Covered Building Service Vendor pursuant to the formula set forth in Section 2-939.1.

YOUTH PROGRAM. Any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time programs.

3) **Sec. 2-937—Applicability, and Exemptions, ~~and Waivers~~**

a) **Sec. 2-937.1—Applicability**

- i) The provisions of this Ordinance shall apply to all Covered Building Service Vendors as defined in this Ordinance, not including exemptions listed in Sec. 2-937.2.

b) Sec. 2-937.2—Exceptions

- i) The following positions are exempt from the requirement of Standard Compensation payments upon certification in an affidavit signed by the authorized signatory of the Covered Building Service Vendor that the positions are as follows:
 - (1) Youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time programs; and
 - (2) Work-study or cooperative educational programs.;
 - ~~(3) Trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness or training services;~~
 - ~~(4) Persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, training, or job coaching;~~
 - ~~(5)(3) Positions where housing is covered by the Covered Building Service Vendor; and~~
 - ~~(6) Employees who are exempt from federal or state minimum wage requirements.~~

~~c) Sec. 2-937.2—Waivers~~

- ~~i) A Covered Building Service Vendor may request that the City, through a designated City department, grant a partial or whole waiver to the requirements of this Ordinance.
 - ~~(1) General Waivers. General Waivers may be granted where application of this Ordinance is found by the City to violate a specific state or federal statutory, regulatory, or constitutional provision or provisions, and the City approves the waiver on that basis.
 - ~~(a) All General Waiver requests shall include the conflicting statutory, regulatory, or constitutional provision or provisions that make compliance with this Ordinance unlawful, a copy of each such provision, a factual explication and legal analysis of how compliance with this Ordinance would violate the cited provision or provisions and the legal consequences that would attach if the violation were to occur.~~~~
 - ~~(2) Hardship Waivers for certain not-for-profit employers. A Covered Building Service Vendor who has a contract with the City which is not subject to the provisions of G.L. c. 30B, may apply to the City for a specific waiver where payment of the Standard Compensation by a not-for-profit Covered Building Service Vendor would cause substantial hardship to the Covered Building Service Vendor.
 - ~~(a) All Hardship Waiver requests shall include a detailed explanation of why payment of the Standard Compensation would cause substantial hardship to~~~~~~

~~the Covered Building Service Vendor and a statement of proposed wages below the Standard Compensation.~~

~~(3) Ordinance waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, designated City departments may apply to the Procurement Department for a specific waiver of the application of the Standard Compensation Ordinance to a particular contract where payment of Standard Compensation by a Covered Building Service Vendor would make it inordinately expensive for the City to contract for the service or would result in a significant loss of City services.~~

~~(a) All Ordinance waiver requests shall include a detailed explanation of why the cost of the contract with the payment of the Standard Compensation would be inordinately expensive or would result in a significant loss of services to the City.~~

~~(4) All waiver requests shall be forwarded to the Procurement Department for review with the applicable City department.~~

4) Sec. 2-938—Duties of Contracting Departments and Covered Building Service Vendors

a) Sec. 2-938.1—Notification

- i) All City Contracting Departments engaged in the awarding of contracts shall ~~be~~ provided a copy of this Ordinance in all requests for bids for Covered Building Service Contracts with the City. All persons who have signed a Covered Building Service Contract with the City shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Covered Building Service Contract.
- ii) All Covered Building Service Contracts and all solicitations for building services issued by the City shall specifically state that all requirements of this Ordinance applicable to Covered Building Service Contracts, including enforcement mechanisms unless a waiver is provided, are applicable to the contract and incorporated by reference, and state that Covered Building Service Employees may not be paid less than standard compensation for the relevant classification and indicate:
 - (1) The anticipated number of hours of work required for the relevant classifications under the contract;
 - (2) The Standard Compensation for the relevant classification, or classifications, that is applicable to the Covered Building Service Employees;
 - (3) The process for annual price adjustments to accommodate increases in the required compensation; and
 - (4) A statement that the violation of the Standard Compensation Ordinance may constitute a breach of contract.
- iii) All solicitations for building services issued by the City shall further require prospective Covered Building Service Vendors to submit pricing on a standard worksheet that breaks down the proposed hourly rates.
- iv) 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 Building Service Employer by the Contracting 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 Contracting Department to whom complaints of noncompliance with this Chapter should be directed.

DRAFT

b) *Sec. 2-938.2—Maintenance and Reporting of Payroll Records*

- i) *Maintenance of payroll records.* Each Covered Building Service Vendor shall maintain accurate payrolls for all covered employees for a period of three years. The records shall contain the name of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, a copy of the Social Security returns and evidence of payment thereof, a record of fringe benefit payments including contributions to approved plans, funds or programs and/or additional cash payments and such other data as may be requested for inspection by the designated City Department from time to time.
- ii) *Inspection of payroll records.* Each Covered Building Service Vendor shall permit representatives of the applicable City Department, or their designee, to examine the payroll records, to observe work being performed upon the work site, or to interview employees within ten (10) days of receiving a request in writing from the designated City Department.
- iii) *Certified Payroll Reporting.* On an annual basis, each Covered Building Service Vendor shall file with the relevant-applicable City department a certification prepared by the Vendor certifying that the Covered Building Service Vendor's payroll records are in compliance with this Ordinance.

~~iv)~~

c) *Sec. 2-938.3-- Covered Building Service Contracts*

- i) At the time of signing a Covered Building Service Contract with the City or subcontract with a vendor, the contract must include the following:
 - (1) A local contact name, address, e-mail address and phone number for the Covered Building Service Vendor;
 - (2) A written commitment by the Covered Building Service Vendors to pay all Covered Building Service Employees not less than the applicable current standard compensation, subject to adjustment as necessary each July 1 and in compliance with the provisions of this Ordinance; and
 - (3) A list of all service subcontracts either awarded or that will be awarded to vendors with funds from the Covered Building Service Contract. Any covered vendor awarded a service contract shall notify the Contracting Department within three business days of signing a service subcontract with a Covered Building Service Vendor.

d) *Sec. 2-938.3 – Transitional Employment Period*

- i) Within 14 days of the award of a Covered Building Service Contract, a Covered Building Service Vendor shall request that the City provide the name, address, and telephone number of the terminated predecessor Covered Building Service Vendor. The terminated predecessor Covered Building Service Vendor shall, within five days after receipt of notice from the city, provide to the successor Covered Building

Service Vendor, 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. Where a successor Covered Building Service Vendor has not been identified by the City thirty days prior to expiration of the prior contract, a terminated Covered Building Service Contractor shall provide the information to the City at that time. On the same date, the terminated Covered Building Service Vendor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Vendor.

ii)

ii) Where a Covered Building Service Vendor is awarded a contract to perform services that are substantially the same as services that have been rendered under a predecessor contract, such Covered Building Service Vendor shall retain, for a period of ninety days, all Covered Building Service Employees who had been employed by the predecessor to perform services under such predecessor Covered Building Service Contract, except that the successor Covered Building Service Vendor need not retain Covered Building Service Employees who worked less than fifteen hours per week or who had been employed at the site for less than sixty days. During such ninety-day period, the successor Covered Building Service Vendor shall not discharge without just cause a Covered Building Service Employee retained pursuant to this subsection. If the performance of a Covered Building Service Employee retained pursuant to this subsection is satisfactory during the ninety-day period, the successor Covered Building Service Vendor shall offer the Covered Building Service Employee continued employment for the duration of the successor Covered Building Service Contract under the terms and conditions established by the successor Covered Building Service Vendor, or as required by law.

iii)

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e) **Sec. 2-938.3 – Labor Peace**

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

(1) submit an attestation to the Contracting Department, signed by one or more labor organizations, as applicable, stating that the Covered Building Service Vendor 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 Contracting Department stating that the Covered Building Service Vendor's covered employees are not currently represented by a labor organization and that no labor organization has sought to represent such covered employees.
- ii) Where a labor organization seeks to represent the Covered Employees of a Covered Building Service Vendor or Subcontractor after the expiration of the 90-day period following the award date of the Covered Building Service Contract or the approval of a Subcontractor, and the labor organization has provided notice to the contracting agency and the Covered Building Service Vendor or Subcontractor regarding such interest, the Covered Building Service Vendor or Subcontractor shall then submit an attestation signed by the labor organization to the Contracting 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.

5) Sec. 2-939—Standard Compensation Payment

a) Sec. 2-939.1— *Calculation of Standard Hourly Wage Rate*

- i) The "Standard Hourly Wage Rate" for Covered Building Service Employees other than armed or unarmed Covered Security Guards shall be the greater of the following:
 - (1) The hourly rate of wages required for work performed within the city of Boston under the collective bargaining agreement covering the largest number of hourly nonsupervisory Building Service Employees providing janitorial services employed within the Commonwealth provided the collective bargaining agreement covers no less than five hundred employees; or
 - (2) The hourly rate of wages for the relevant classification as established by the United States Secretary of Labor pursuant to chapter 67 of 41 U.S.C. § 6701 et seq., as amended, set forth in the locality wage determination issued by the Administrator of the Wage and Hour Division of the Employment Standards Division of the U.S. Department of Labor for the area that includes the City of Medford.
- ii) The "Standard Hourly Wage Rate" for Covered Security Guards shall be the greater of the following:
 - (1) The hourly rate of wages required for work performed within the city of Boston under the collective bargaining agreement covering the largest number of hourly nonsupervisory security employees employed within the Commonwealth, provided the collective bargaining agreement covers no less than five hundred employees; or

- (2) The hourly rate of wages prescribed for Guard 1 classification established by the United States Secretary of Labor pursuant to chapter 67 of 41 U.S.C. § 6701 et seq., as amended, set forth in the locality wage determination issued by the Administrator of the Wage and Hour Division of the Employment Standards Division of the U.S. Department of Labor for the area that includes the City of Medford.

Calculation of Living Wage

- iii) ~~The living wage shall be calculated on an hourly basis and shall be no less than the current state minimum wage from the effective date of passage of this Section, subject to adjustment by the Procurement Department each year on July 1:~~
 - (1) ~~To the hourly rate which at 40 hours of work a week for 50 weeks a year would be equal to but not less than 116% of the poverty threshold for a family of four as published by the United States Department of Health and Human Services;~~
 - (2) ~~In proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (“CPI-U”) Boston-Cambridge-Newton, MA-NH as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$15.00;~~
or
 - (3) ~~One hundred ten percent of the federal or state minimum wage; or whichever of the foregoing is higher.~~

iv)iii) Sec. 2-939.2—Calculation of Standard Compensation

- (1) All Covered Building Service Vendors shall provide all Covered Building Service Employees with no less than ~~the~~ Standard Compensation.
- (2) ~~The~~ Standard Compensation shall include, for the relevant classification: 1) the standard hourly ~~wage rate-of pay~~, and 2) standard paid leave and 3) ~~the~~ standard benefit ~~rate.s~~.
 - (a) The “standard hourly ~~wage rate-of pay~~” for Covered Building Service Employees shall be no less than the ~~Living Wagerate~~ as defined in Sec. 2-939.1.
 - (b) “Standard paid leave” for Covered Building Service Employees other than for unarmed or armed security guards shall be equal to the greatest of the following:
 - (i) ~~The paid vacation and holidays determined by the United States Department of Labor pursuant to the “Service Contract Act of 1965” (41 U.S.C. §351, et seq.) for the area that includes the City of Medford.~~ Annual paid leave required under applicable local, state or federal law; or
 - (ii) The paid leave provided under the prescribed rate of wages as determined by Director of the Department of Labor Standards pursuant to G.L. c. 149, § 27H.
 - (c) “Standard paid leave” for unarmed or armed security guards shall be equal to the greatest of the following:

- (i) The paid vacation and holidays determined by the United States Department of Labor pursuant to the “Service Contract Act of 1965” (41 U.S.C. §351, et seq.) for the area that includes the City of Medford~~Annual paid leave required under applicable local, state or federal law~~; or
 - (ii) The 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 Ordinance 195 of the Acts of 2014.
- (d) The “standard benefit rates” for Covered Building Service Employees other than for unarmed or armed security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways:
- (i) 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;
 - (ii) 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
 - (iii) By providing the entire supplement in cash.
- (e) The required hourly supplemental rate for Covered Building Service Employees other than for unarmed or armed security guards shall be equal to the greater of the following:
1. The monetary value of the health and other benefits conferred upon employees (not including paid leave) for work performed within the city of Boston under the collective bargaining agreement covering the largest number of hourly nonsupervisory building service employees providing janitorial services employed within the Commonwealth, provided the collective bargaining agreement covers no less than five hundred employees; or
 2. the ~~benefit~~ health and welfare rate determined by the United States Department of Labor pursuant to the “Service Contract Act of 1965”, 41 U.S.C. § 351, et seq., for the geographic area that includes the city of Medford. provided under the prescribed rate of wages as determined by the Director of the Department of Labor Standards pursuant to G.L. c. 149, § 27H.
- (f) The “standard benefits” for unarmed or armed security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a covered building service employee in one of the following ways:
- (i) 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;

- (ii) 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
- (iii) By providing the entire supplement in cash.
- (g) The required hourly supplemental rate for unarmed and armed security guards shall be equal to the greater of the following:

1. The monetary value of the health and other benefits conferred upon employees (not including paid leave) for work performed within the city of Boston under the collective bargaining agreement covering the largest number of hourly nonsupervisory security building service employees employed within the Commonwealth, provided the collective bargaining agreement covers no less than five hundred employees; or
2. the ~~benefit~~health and welfare rate determined by the United States Department of Labor pursuant to the “Service Contract Act of 1965”, 41 U.S.C. § 351, et seq., for the geographic area that includes the city of Medford.

- ~~(h) 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 Acts of 2014.~~
- ~~(i) The “standard benefits” for Covered Building Service Employees other than unarmed or armed security guards shall be adjusted annually to be no less than equal to the current monetary value of the health and other benefits (not including paid leave) as determined by the Director of the Department of Labor standards pursuant to G.L. c. 149, § 27H.~~
- ~~(i) The “standard benefits” for unarmed and armed security guards shall be adjusted annually to be no less than equal to the current 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 Acts of 2014.~~

~~(j)~~(h) For the purposes of this Ordinance, “benefits” shall mean the total cost to the employer on an hourly basis for providing health, welfare, and retirement benefits, including, but not limited to: (A) medical, surgical, hospital care and/or prescription benefits; (B) death benefits; (C) pension or 401(k) benefits; (D) training and education benefits; and (E) legal service benefits, and may include payments made directly to employees, payments to purchase insurance, and the amount of payment or contributions paid by the employer on behalf of each employee to any employee benefit fund. “Benefits” shall not

include paid sick leave, 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 Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Building Service Employee or to any other party on the Covered Building Service Employee's behalf because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason.

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6) **Sec. 2-940—Enforcement.**

a) **Sec. 2.940.1—Private Right of Action**

- i) Any Covered Building Service Employee may seek private relief to privately enforce the provisions of this Ordinance in any court of competent jurisdiction within three (3) years of the most recent alleged violation.

b) **Sec. 2.940.2—Complaints**

- i) A current or former Covered Building Service Employee may file a complaint with the designated City of Medford Department. Complaints by Covered Building Service Employees of alleged violations may be made at any time within three (3) years of the most recent alleged violation.
- ii) A complaint of noncompliance with this Ordinance may be filed by a Covered Building Services Employee with the designated City Department, which shall provide a copy of the complaint to each Covered Building Service Vendor against whom the complaint is made within five business days for its review and response. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Building Service Vendor without the consent of the employee, except insofar as complaints received by the City are subject to the Massachusetts Public Records Law, and thus, ~~such complaints~~ may be subject to public disclosure to the extent required by law.

c) **Sec. 940.3—Review.**

- i) The designated City Department ~~may~~ shall review all complaints of alleged noncompliance. Such review may include routine reviews, inquiries, and Covered Building Service Vendor's responses to complaints. The designated City Department, or its designee, may request to inspect documentation from the vendor within thirty (30) days of receiving a complaint, in furtherance of any complaint review.
- ii) The designated City Department may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, issue subpoenas, compel the attendance and testimony of witnesses and require the production by the employer of such evidence as required to determine compliance, to the extent allowed under the law.

7) **Sec. 2-941 – Penalties and Remedies.**

- a) **Penalties.** In the event that the designated Department determines, after notice and a hearing, that any Covered Building Service Vendor has failed to provide Standard Compensation or has otherwise violated the provisions of this Ordinance, the applicable City Department may order any or all of the following penalties and relief:
 - i) This Ordinance may be enforced through any lawful means in law or in equity, including, but not limited to non-criminal disposition pursuant to G.L. c. 40, § 21D. Fines in the amount of \$300 for each Covered Building Service Employee for each day that the Covered Building Service Vendor is in violation of this Ordinance. The

contracting Department head or its designee may enforce this Ordinance pursuant G.L. c. 40, § 21D;

- ii) The filing of a complaint with the pertinent state or federal agency by the complainant employee;
- iii) Review of ongoing contract payments; and
- iv) Potential ineligibility for future contracts with the City for three years or until all penalties and restitution have been paid in full to a complaining employee and the vendor verifies such payments. In addition, all Covered Building Service Vendors having any principal officers who were principal officers of a barred Covered Building Service Employer shall be ineligible under this section.

b) *Remedies herein non-exclusive.* No remedy set forth in this Ordinance is intended to be exclusive or a prerequisite for a private employee to assert a private claim or cause of action under applicable state or federal law.

8) Sec. 2-942-- Discrimination Against Covered Employees Barred.

- a) If a Covered Building Service Vendor discharges, reduces the compensation of, or discriminates against any Covered Building Service Employee for making a complaint to the City or otherwise asserts their rights under this Ordinance, participating in any of its proceedings, or using any civil remedies to enforce their rights under the Ordinance, the Covered Building Service Vendor shall be considered in violation of this Ordinance. The applicable City Department shall review allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief to the employee or person under this Ordinance.

9) Sec. 2-942-- Severability.

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

10) Sec. 2-943-- Effective date.

- a) This Ordinance shall be effective upon its adoption and will only apply prospectively. Each Covered Building Service Contract entered into by the City after adoption of this Ordinance must comply with this Ordinance.