CAMBRIDGE PUBLIC SCHOOLS

159 Thorndike Street, Cambridge, Massachusetts 02141



September 3, 2019

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Agreement between the Cambridge School Committee and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 1611 Regarding Rate of Pay for Custodians Who Work Overtime

Recommendation: That the School Committee approves the Agreement between

the Cambridge School Committee and the American Federation of State, County and Municipal Employees, AFL-CIO, Council

93, Local 1611 as detailed in the attached agreement.

Description: This Agreement addresses concerns regarding the rate of pay

for custodians who work overtime, in excess of eight (8) hours

in one (1) day and forty (40) hours in one (1) week.

Supporting Data: Attached is the Agreement between the Cambridge School

Committee and American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 1611.

Respectfully submitted,

Kenneth N. Salim, Ed.D. Superintendent of Schools



SETTLEMENT AGREEMENT BETWEEN THE CAMBRIDGE SCHOOL COMMITTEE AND

•THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93, LOCAL 1611

This Settlement Agreement is entered into between the Cambridge School Committee ("Committee"), the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 1611 ("Local 1611") and Marquis K. Aiguier, an individual with a principal place of residence at
an individual with a principal place of residence at
Gregory Michael Bilikas, an individual with a principal place of residence at
; Francis Brew-Smith, an individual with a principal
place of residence at the principal place of the place of the principal place of the
individual with a principal place of residence at
Robert M. Cataldo, an individual with a principal place of residence at
Todd E. Clark, an individual with a principal place of
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individual with a principal place of residence at
; Richard Paul Corcione, an individual with a principal place of residence at
Patrick Donovan, an individual with a principal
place of residence at Edward Jr., an
ndividual with a principal place of residence at
, Stephen Edmonds, an individual with a principal place of residence at
Jerome Gregory Ellcock-Miller, an individual with a
principal place of residence at Jesus
Esquivel, an individual with a principal place of residence at
; Gregory Edward Figueroa, an individual with a principal place
of residence at Robert W. Foley, an
ndividual with a principal place of residence at
Keyin Gannon, an individual with a principal place of residence at
Robert David Goodwin, an individual with a principal place of
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ndividual with a principal place of residence at
Anthony Green, an individual with a principal place of residence at
Thomas Griffin, an individual with a principal place of
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ndividual with a principal place of residence at
aul F. Hinds, an individual with a principal place of residence at
; Juan A. Jimenez, an individual with a principal place of
esidence at James A. Jones, an individual
with a principal place of residence at
I. Korecki, an individual with a principal place of residence at
Claude Lathan, an individual with a principal place of residence at
Joseph A. Leonard, an individual with a

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principal place of residence at Roger Levesque, an individual with a principal place of residence at ; Paul Magliozzi, an individual with a principal place of Robert Medeiros, Jr., an residence at individual with a principal place of residence at William J. Megan, an individual with a principal place of residence at ; John Meucci, an individual with a principal place of residence Erich W. Munsey, an individual with a James principal place of residence at Michael Neirch, an individual with a principal place of residence at Corey L. Normile, an individual with a principal place of residence at Jose M. Picanco, an individual with a principal Jean Angelo place of residence at Poisson, an individual with a principal place of residence at Bernard Powell, an individual with a principal place of James Ravanis, an individual residence at Alan with a principal place of residence at Resmini, an individual with a principal place of residence at ; Cecil Sinclair, an individual with a principal place of residence at Edward J. Sorey, an individual with a Matthew S. principal place of residence at Sousa, an individual with a principal place of residence at ; Francisco Manuel Vicente, ; Francisco Monteiro Vicente, an individual with a principal place of Jesse M. Vicente, an residence at individual with a principal place of residence at ; Lance F. Walker, an individual with a principal place of residence at Worrell Walker, an individual with a principal place of Daniel O. Wright, an individual residence at with a principal place of residence at and Michael Nathaniel Wyche, an individual with a principal place of residence at as a resolution of the Local 1611's Grievance dated December 21, 2018.

WHEREAS, the Local 1611 filed a grievance dated December 21, 2018 against the Cambridge School Committee on behalf of its members alleging a violation of Article 21, section 9 of the collective bargaining agreement as well as other provisions of the collective bargaining agreement between the parties;

WHEREAS the Local 1611 and the Committee have met in an effort to resolve this grievance at Level II of the grievance process;

NOW THEREFORE, in consideration of mutual promises and covenants, the receipt and sufficiency of which are hereby acknowledged, the Local 1611, the Committee, Marquis K. Aiguier, Eric Berggren, Gregory Michael Bilikas, Francis Brew-Smith, Jose M. Brioso, Robert M. Cataldo, Todd E. Clark, Tevis M. Colon, Richard Paul Corcione, Patrick Donovan, Donald S.



Down, Jr., Stephen Edmonds, Jerôme Gregory Ellcock-Miller, Jesus Esquivel, Gregory Edward Figueroa, Robert W. Foley, Kevin Gannon, Robert David Goodwin, Christopher Charles Grassia, Anthony Green, Thomas Griffin, Steven Harkins, Paul F. Hinds, Juan A. Jimenez, James A. Jones, William H. Korecki, Claude Lathan, Joseph A. Leonard, Roger Levesque, Paul Magliozzi, Robert Medeiros, Jr.; William J. Megan, John Meucci, Erich W. Munsey, James Michael Neirch, Corey L. Normile, Jose M. Picanco, Jean Angelo Poisson, Bernard Powell, James Ravanis, Alan Resmini, Cecil Sinclair, Edward J. Sorey, Matthew S. Sousa, Francisco Manuel Vicente, Francisco Monteiro Vicente, Jesse M. Vicente, Lance F. Walker, Worrell Walker, Daniel O. Wright, and Michael Nathaniel Wyche hereby agree to settle the grievance as follows:

- 1. The Local 1611 agrees to withdraw, with prejudice, grievance dated December 21, 2018.
- 2. The Local 1611 and the Committee agree that effective as of the date of the approval of this Agreement by the School Committee that the first five (5) paragraphs of the current Article 8 of the collective bargaining agreement between the Local 1611 and the Committee will be deleted in its entirety and the following inserted in its place:

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1½) times their regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week.

Any Employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall. The Employee will be guaranteed a minimum of three (3) hours pay at time and one-half (1½) rate for the regular overtime and double time for Sunday and holidays, except in the case of an outside user paid detail.

In the case of outside user paid detail, the Employee shall be guaranteed a minimum of two (2) hours pay. Effective January 1, 2017 through July 8, 2019, outside user details will be paid at the rate of time and one-half (1 ½). Effective July 9, 2019 outside user details will be paid at the rate of time and one-half (1 ½) and at the rate of double-time for holidays.

Members of the bargaining unit agree to take and successfully complete twenty (20) hours of professional development courses in the areas of cleaning techniques and safety annually. Such courses will be selected by the Director of Facilities and at least ten (10) hours of such courses will be in the area of safety. The safety courses will be selected by the Director of Facilities after consultation with the Safety Committee. The time and location of all professional development courses shall be determined by the Director of Facilities.

All members of the bargaining unit will need to take and complete ten (10) hours of professional development in the area of cleaning techniques and safety



annually and all individuals hired as members of the bargaining unit will have to take and complete twenty (20) hours of professional development courses. If courses are held outside of their regular shift the bargaining unit member will be paid at his/her time and a half overtime rate.

3. The Local 1611 acknowledges and agrees that the second last paragraph of Section 9 of Article 21 of the collective bargaining agreement between the parties, which states, in pertinent part, that:

A person on detail shall perform regular work duties when reasonable to do so. The Senior shall lay out a work schedule in advance for any person who is to be on a detail.

means that a custodian is expected to perform any and all regular work duties that the custodian is expected to perform and that such work is not limited to any specific location within a building and need not be assigned in the same area as where a detail is occurring.

- 4. Effective as of the date that this Agreement is approved by the School Committee, that there shall be a pilot program, in all Cambridge Public Schools, for permitting members of the Local 1611 to flex their regular schedule by up to two hours if the member is also working a paid detail on the same day. The parties acknowledge and agree that a custodian may, with prior approval of the Director of Facilities or Custodial Operations Manager or their designee, flex their regular schedule by up to two hours if the custodian is also working a paid detail on the same day so long as the flexing of the regular schedule does not impact the cleanliness of the building or have an impact on the educational process of students and the educational mission at the Cambridge Public Schools as determined in the sole discretion of the Director of Facilities or Custodial Operations Manager or their designee. The parties further agree that after the first year of operation of the pilot program that a review of the effectiveness of the pilot program shall be conducted, including surveying principals/heads of upper schools and district administrators to assess the impact and effectiveness of the pilot program, including its impact on the cleanliness of the building or its impact on the educational process of students and the educational mission at the Cambridge Public Schools The parties acknowledge and agree that this pilot program shall sunset on June 30, 2021 unless the parties mutually agree in writing to include it in the Collective Bargaining Agreement between the parties.
- 5. Without the admission of fault or liability the Committee agrees, for the purposes of settlement only, to pay each of the Local 1611 members who worked details during the period of January 1, 2017 through July 8, 2019 the amounts detailed in the chart attached hereto as **Attachment A**, less appropriate federal and state tax withholdings. The School Committee and the Local 1611 agree that the payment of the amounts set forth in Attachment A will be paid on September 16, 2019. The School Committee and Local 1611 further agree that any Local 1611 members who worked details for the period of July 8, 2019 through the date on which this Agreement is approved by the School Committee will be paid for such details on September 23, 2019.
 - 6. AFSCME Local 1611 and Marquis K. Aiguier, Eric Berggren, Gregory Michael



Down, Jr., Stephen Edmonds, Jerome Gregory Ellcock-Miller, Jesus Esquivel, Gregory Edward Figueroa, Robert W. Foley, Kevin Gannon, Robert David Goodwin, Christopher Charles Grassia, Anthony Green, Thomas Griffin, Steven Harkins, Paul F. Hinds, Juan A. Jimenez, James A. Jones, William H. Korecki, Claude Lathan, Joseph A. Leonard, Roger Levesque, Paul Magliozzi, Robert Medeiros, Jr.; William J. Megan, John Meucci, Erich W. Munsey, James Michael Neirch, Corey L. Normile, Jose M. Picanco, Jean Angelo Poisson, Bernard Powell, James Ravanis, Alan Resmini, Cecil Sinclair, Edward J. Sorey, Matthew S. Sousa, Francisco Manuel Vicente, Francisco Monteiro Vicente, Jesse M. Vicente, Lance F. Walker, Worrell Walker, Daniel O. Wright, and Michael Nathaniel Wyche hereby agree to settle the grievance as follows:

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Members of the bargaining unit agree to take and successfully complete twenty (20) hours of professional development courses in the areas of cleaning techniques and safety annually. Such courses will be selected by the Director of Facilities and at least ten (10) hours of such courses will be in the area of safety. The safety courses will be selected by the Director of Facilities after consultation with the Safety Committee. The time and location of all professional development courses shall be determined by the Director of Facilities.

All members of the bargaining unit will need to take and complete ten (10) hours of professional development in the area of cleaning techniques and safety

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Bilikas, Francis Brew-Smith, Jose M. Brioso, Robert M. Cataldo, Todd E. Clark, Tevis M. Colon, Richard Paul Corcione, Patrick Donovan, Donald S. Down, Jr., Stephen Edmonds, Jerome Gregory Ellcock-Miller, Jesus Esquivel, Gregory Edward Figueroa, Robert W. Foley, Kevin Gannon, Robert David Goodwin, Christopher Charles Grassia, Anthony Green, Thomas Griffin, Steven Harkins, Paul F. Hinds, Juan A. Jimenez, James A. Jones, William H. Korecki, Claude Lathan, Joseph A. Leonard, Roger Levesque, Paul Magliozzi, Robert Medeiros, Jr.; William J. Megan, John Meucci, Erich W. Munsey, James Michael Neirch, Corey L. Normile, Jose M. Picanco, Jean Angelo Poisson, Bernard Powell, James Ravanis, Alan Resmini, Cecil Sinclair, Edward J. Sorey, Matthew S. Sousa, Francisco Manuel Vicente, Francisco Monteiro Vicente, Jesse M. Vicente, Lance F. Walker, Worrell Walker, Daniel O. Wright, and Michael Nathaniel Wyche, jointly and severally, hereby unconditionally and irrevocably release and forever discharge the City of Cambridge, Cambridge Public Schools and Cambridge School Committee and each of their officers, directors, employees, servants, members and agents from and against all debts, demands, actions, causes of action, suits, liabilities, claims of procedural violations, any and all claims of any kind, nature and description, both in law and in equity, including all claims and causes of action based upon, arising out of or in any manner related to the events and issues referred to in the grievance filed on December 21, 2018, including all claims under the federal Fair Labor Standards Act, 29 U.S.C. §2-1 et seq. and regulations promulgated thereunder and the Massachusetts Wage & Hour Act, M.G.L.c. 149, §§148 & 150 and regulations promulgated thereunder. This release excludes claims to enforce this Agreement.

7. Marquis K. Aiguier, Eric Berggren, Gregory Michael Bilikas, Francis Brew-Smith, Jose M. Brioso, Robert M. Cataldo, Todd E. Clark, Tevis M. Colon, Richard Paul Corcione, Patrick Donovan, Donald S. Down, Jr., Stephen Edmonds, Jerome Gregory Ellcock-Miller, Jesus Esquivel, Gregory Edward Figueroa, Robert W. Foley, Kevin Gannon, Robert David Goodwin, Christopher Charles Grassia, Anthony Green, Thomas Griffin, Steven Harkins, Paul F. Hinds, Juan A. Jimenez, James A. Jones, William H. Korecki, Claude Lathan, Joseph A. Leonard, Roger Levesque, Paul Magliozzi, Robert Medeiros, Jr.; William J. Megan, John Meucci, Erich W. Munsey, James Michael Neirch, Corey L. Normile, Jose M. Picanco, Jean Angelo Poisson, Bernard Powell, James Ravanis, Alan Resmini, Cecil Sinclair, Edward J. Sorey, Matthew S. Sousa, Francisco Manuel Vicente, Francisco Monteiro Vicente, Jesse M. Vicente, Lance F. Walker, Worrell Walker, Daniel O. Wright, and Michael Nathaniel Wyche each acknowledge and agree that all tax liability each may incur, if any, or that may become due to any governmental authority or taxing agency because of the payment of the sums provided for herein is solely their own responsibility, and that each will pay all such taxes. Marquis K. Aiguier, Eric Berggren, Gregory Michael Bilikas, Francis Brew-Smith, Jose M. Brioso, Robert M. Cataldo, Todd E. Clark, Tevis M. Colon, Richard Paul Corcione, Patrick Donovan, Donald S. Down, Jr., Stephen Edmonds, Jerome Gregory Ellcock-Miller, Jesus Esquivel, Gregory Edward Figueroa, Robert W. Foley, Kevin Gannon, Robert David Goodwin, Christopher Charles Grassia, Anthony Green, Thomas Griffin, Steven Harkins, Paul F. Hinds, Juan A. Jimenez, James A. Jones, William H. Korecki, Claude Lathan, Joseph A. Leonard, Roger Levesque, Paul Magliozzi, Robert Medeiros, Jr.; William J. Megan, John Meucci, Erich W. Munsey, James Michael Neirch, Corey L. Normile, Jose M. Picanco, Jean Angelo Poisson, Bernard Powell, James Ravanis, Alan Resmini, Cecil Sinclair, Edward J. Sorey, Matthew S. Sousa, Francisco Manuel Vicente, Francisco Monteiro Vicente, Jesse M. Vicente, Lance F. Walker, Worrell Walker, Daniel O. Wright, and Michael Nathaniel Wyche each further agree to hold harmless the City of Cambridge, Cambridge Public

Schools and Cambridge School Committee and any Releasees identified in paragraph 5 from any liability they might incur to any taxing authority arising out of any failure by Marquis K. Aiguier, Eric Berggren, Gregory Michael Bilikas, Francis Brew-Smith, Jose M. Brioso, Robert M. Cataldo, Todd E. Clark, Tevis M. Colon, Richard Paul Corcione, Patrick Donovan, Donald S. Down, Jr., Stephen Edmonds, Jerome Gregory Ellcock-Miller, Jesus Esquivel, Gregory Edward Figueroa, Robert W. Foley, Kevin Gannon, Robert David Goodwin, Christopher Charles Grassia, Anthony Green, Thomas Griffin, Steven Harkins, Paul F. Hinds, Juan A. Jimenez, James A. Jones, William H. Korecki, Claude Lathan, Joseph A. Leonard, Roger Levesque, Paul Magliozzi, Robert Medeiros, Jr.; William J. Megan, John Meucci, Erich W. Munsey, James Michael Neirch, Corey L. Normile, Jose M. Picanco, Jean Angelo Poisson, Bernard Powell, James Ravanis, Alan Resmini, Cecil Sinclair, Edward J. Sorey, Matthew S. Sousa, Francisco Manuel Vicente, Francisco Monteiro Vicente, Jesse M. Vicente, Lance F. Walker, Worrell Walker, Daniel O. Wright, and Michael Nathaniel Wyche, or anyone acting on each of their behalves, to pay taxes incurred or due because of the payments made under this Agreement.

8. This Agreement does not constitute an admission of liability or wrongdoing on the part of any party.

WHEREFORE, the Local 1611 and the Committee have caused this Agreement to be executed by their duly authorized representatives this ____ of August 2019.

Marquis K Aiguier

One on Bilder

Gregory Michael Bilikas

Jose M. Brioso

Todd E. Clark

For the Committee

Eric Berggren

Francis Brew-Smith

Robert M. Cataldo

Tevis M. Colon

Richard Paul Corgione	Patrick Donovan
Donald S. Down, Jr.	Stephen Edmonds
Jame & Mock - M. Man Jerome Gregory Ellcock-Miller	Jesus Esquivel
Gregory Edward Figueroa	Robert W. Foley
Klevin Gannon	Robert David Goodwin
Christopher Charles Grassia	Anthony Green
Momas Griffin Thomas Griffin	Steven Harkins
Paul F. Hinds	Jean A. Cirhenez
James A. Jones	William H. Korecki
Claude Lathan	Joseph A. Leonard
Roger Lewesque	Paul Magliozzi Paul Magliozzi

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Robert Medeiros, Jr.	William () Megan	
John Meucci	Erich W. Munsey	
James Michael Neirch	Corey L. Normile	
Jose M. Picanco	Jean Angelo Poisson	
Rowers Towell Bernard Powell	James Ravariis	
Alan Resmini	Cecil Sinclair	
Edward J. Sorey	Matthew S. Sousa	
Francisco Manuel Vicente	Francisco Monteiro Vicente	
Jesse M. Vicente	Jame Wall Lance F. Walker	
Worvell Walker	Daniel O. Wright	
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Michael Nathaniel Wyche	
	CITY OF CAMBRIDGE
•	
	Louis <u>A.</u> DePasquale City Manager
Approved as to form:	
Nancy E. Glowa City Solicitor	

Richard Paul Corcione	Patrick Donovan
Donald S. Down, Jr.	Stephen Edmonds
Jerome Gregory Ellcock-Miller	Jesus Esquivel
Gregory Edward Figueroa	Robert W. Foley
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Christopher Charles Grassia	Anthony Green
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Thomas Griffin	Steven Harkins
Paul F. Hinds	Juan A. Jimenez
James A. Jones	William H. Korecki
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Worrell Walker (2)	Homigicos Wrights — A A A A A A A A A A A A A A A A A A

ATTACHMENT A

Custodian Detail Settlement By Name

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Employee Name			nount Due
Aiguier, Marquis K		\$	5,344.15
Berggren,Eric		\$	1,639.94
Bilikas,Gregory Michael		\$	627.99
Brew-Smith, Francis		. \$	2,038.14
Brioso, Jose M		, \$	1,369.26
Cataldo, Robert M		; \$	5,322.01
Clark,Todd E		, \$	2,379.32
Colon, Tevis M .		\$	79.41
Corcione, Richard Paul		\$	583.56
Donovan, Patrick '		\$	17,320.74
Down Jr, Donald S		\$	110.79
Edmonds, Stephen		\$	12,689.18
Elicock-Miller, Jerome Gregory		\$.	463.86
Esquivel, Jesus		\$	59.33
Figueroa, Gregory Edward	•	\$ \$	41.88
Foley,Robert W		\$	771.61
Gannon,Kevin		\$	2,386.89
Goodwin,Robert David			3,001.54 .
Grassia, Christopher Charles		\$ \$	1,112.70
Green, Anthony		\$	90.00
Griffin, Thomas		\$	1,262.60
Harkins,Steven	*	\$	6,317.21
Hinds, Paul F		\$	10,788.93
Jimenez, Juan A		\$ \$	19.14
Jones, James A		\$	236.48
Korecki, William H.	:	\$	3,501.94
Lathan,Claude	•	\$	2,034.84
Leonard, Joseph A		\$	4,005.28
Levesque, Roger	•	\$ \$	2,944.69
Magliozzi, Paul		\$	868.57
Medeiros Jr, Robert	:	٠\$٠	301.85
Megan, William J		\$. 388.10
MeucciJohn		\$	6,921.73
Munsey,Erich W	•	\$·	7,684.04
Nerich, James Michael		Ś	4,990.76
Normile, Corey L		Š	711.99
Picanco, Jose M		\$ \$ \$ \$	6,016.79
Póisson, lean Angelo	:	Ś	23.50
Powell, Bernard		\$	3,421.39
Ravanis,James		\$	31.31
Resmini,Alan		\$	6,540.42
Sinclair, Cecil	•	\$	222.40
Sorey,Edward I		\$ \$	45,38
Sousa, Matthew S		\$	21,39
Vicente, Francisco Manuel	•	\$ \$	17,475.56
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Custodian Detail Settlement By Name

Vicente, Francisco Monteiro	397.01
Vicente,Jesse M	71.75
Walker,Lance F	974.20
Walker, Worrell	[;] 3,963.63
Wright, Daniel	6,496.22
Wyche, Michael Nathaniel	10.81