




June 20, 2023

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Settlement Agreement between the Cambridge School Committee and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 1611

- Recommendation: That the School Committee approve the settlement agreement between the Cambridge School Committee and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 1611.
- Description: This settlement agreement of Department of Labor Relations, case no. MUP-22-9657.
- Supporting Data: A copy of the settlement agreement between the Cambridge School Committee and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 1611.

Respectfully submitted,

  
Victoria L. Greer, PhD  
Superintendent of Schools

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CAMBRIDGE SCHOOL COMMITTEE  
AND  
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO, COUNCIL 93, LOCAL 1611**

This Memorandum of Agreement (hereinafter, the "Agreement") is made by and between the Cambridge School Committee (hereinafter, the "Committee") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, Local 1611 (hereinafter "Local 1611") (hereinafter the Committee and Local 1611 are collectively referred to as the "Parties").

WHEREAS the Committee and Local 1611 are parties to a collective bargaining agreement; and

WHEREAS Local 1611, by and through the American Federation of State, County and Municipal Employees, AFL-CIO, Council 93, filed an unfair labor practice charge against the Committee with the Department of Labor Relations, case no. MUP-22-9657, alleging a unilateral change to how overtime hours are calculated for Local 1611 members under the collective bargaining agreement and/or pursuant to a past practice; and

WHEREAS, the parties wish to settle MUP 22-9657 amicably;

In full and final resolution of the matters contained herein, all parties hereby agree as follows:

1. In return for the agreement(s) herein, Local 1611 agrees to dismiss, with prejudice, MUP 22-9657, and waive its rights under M.G.L. c. 150E regarding the claims in MUP-22-9657 except to enforce to terms of this Agreement and/or permitted under Paragraph 4 herein.
2. The Committee agrees to continue its current practice of including any and all scheduled time off except sick time taken as hours worked for purposes of determining whether a member of Local 1611 should be paid an overtime rate until the parties negotiate a change to the Collective Bargaining Agreement. For example, if a member takes a vacation/personal day for his or her regularly scheduled shift and is then called in to work after his or her regularly scheduled shift on the same day, then that shift shall be paid at that member's overtime rate. However, under no circumstances should a member work after his or her regularly scheduled shift on the same day the member has taken a sick day.
3. This Agreement shall be interpreted in accordance with the law of Massachusetts. If any of the provisions of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected.

4. The parties acknowledge that this Agreement represents the full and final resolution of the matters referenced herein. It is a one-time agreement that shall not constitute precedent for any other matters pending or future between the Committee and Local 1611. Nothing in this Settlement Agreement shall prohibit the Parties from bringing grievance(s) or other claim(s) to enforce the terms herein. The Committee makes no admissions of wrongdoing in the matters contained in this agreement.
5. The signatories to this Agreement are authorized to bind their principals.
6. This Agreement may be executed in counterparts, including, but not limited to, electronically and/or by facsimile, by the parties hereto, each of which shall be deemed to be an original and all of which shall be one and the same document.

Richard Tribuna 06/06/2023  
Richard Tribuna (Jun 6, 2023 07:46 EDT)

For the Local 1611 Date

For AFSCME, Council 93 Date

\_\_\_\_\_  
 For the Committee

\_\_\_\_\_  
 Order No. Date

CITY OF CAMBRIDGE

\_\_\_\_\_  
 Yi-An Huang  
 City Manager

Approved as to form:

\_\_\_\_\_  
 Nancy E. Glowa  
 City Solicitor