

SETTLEMENT AGREEMENT

BETWEEN

THE BOSTON SCHOOL COMMITTEE
and
BOSTON TEACHERS UNION, LOCAL 66, AFT-MA, AFL-CIO

Re: MUP-15-4325

WHEREAS, the Boston Public Schools ("BPS") and the Boston Teachers Union, Local 66, AFT-MA, AFL-CIO ("Union") are parties to the above-captioned proceeding at the Department of Labor Relations; and

WHEREAS, the parties are desirous of resolving the matter without the necessity of protracted, costly litigation;

NOW THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. BPS admits to a violation of M.G.L. 150E as described in paragraphs nine and ten of the Complaint issued on April 23, 2015 (attached).
2. BPS agrees to cease and desist:
 - a. Surveying bargaining unit members about mandatory subjects of bargaining in violation of the Law.
 - b. In any like or similar manner, interfering with, restraining, or coercing its employees in the exercise of their rights guaranteed under the Law.
3. Upon execution of this agreement the Union agrees to report to the Department of Labor Relations that this matter has been settled.
4. This agreement shall be executed in duplicate counterparts, each of which shall constitute one and the same instrument.
5. This agreement shall be interpreted, enforced, governed and constructed by, under and in accordance with the laws of the Commonwealth of Massachusetts. All parties have cooperated in the drafting and preparation of this agreement, and agree that, if any construction is to be made of this agreement, it shall not be construed against any of the parties.

6. This agreement may not be modified, altered or changed except by mutual agreement of the parties contained in a written instrument signed by the parties.

Agreed to and signed in duplicate by:

For the Boston Teachers Union, Local 66, AFf-MA, AFL-CIO:

Richard Stutman
Richard Stutman

Date: 11/11/15

For the Boston Public Schools:

[Signature]
Tommy Choy

Date: 11/11/15

Be

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of *
* Case No.: MUP-15-4325
BOSTON SCHOOL COMMITTEE *
* Date Issued: April 23, 2015
and *
*
BOSTON TEACHERS UNION *

COMPLAINT OF PROHIBITED PRACTICE

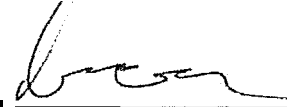
On February 19, 2015, the Boston Teachers Union (Union) filed a Charge of Prohibited Practice (Charge) with the Department of Labor Relations (DLR) alleging that the Boston School Committee (School Committee) violated Section 10(a)(2), 10(a)(5) and, derivatively, Section 10(a)(1) of Massachusetts General Laws Chapter 150E.¹ Pursuant to Section 11 of the Law, as amended by Chapter 145 of the Acts of 2007, and Section 15.04 of the DLR's Rules, I conducted an in-person investigation of these allegations on April 14, 2015. Based on the evidence presented during the investigation, I find probable cause to believe that a violation has occurred. Therefore, this Complaint of Prohibited Practice shall issue, and the parties will be given the opportunity to be heard for the purpose of determining the following allegations:

1. The City of Boston (City) is a public employer within the meaning of Section 1 of the Law.
2. The School Committee is the City's collective bargaining representative for the purpose of dealing with school employees.

¹ At the investigation, the Union withdrew one of its 10(a)(5) allegations alleging that the School Committee unilaterally scheduled school for an additional day on June 17, 2015, a previously scheduled day off, to make up for school missed because of weather.

3. The Union is an employee organization within the meaning of Section 1 of the Law.
4. The Union is the exclusive bargaining representative for certain employees including teachers and paraprofessionals employed by the City.
5. On February 10, 2015, the School Committee met with the Union to negotiate adjustments to the school calendar to make up for school cancellations that occurred as a result of the snow during the school year.
6. On February 13, 2015, the School Committee sent a survey to bargaining unit members soliciting their views on when missed school time should be made up.
7. Prior to distributing the survey described in paragraph 6, the School Committee did not notify the Union of the survey and offer to negotiate the matter, or receive the Union's consent.
8. Work days and the work year are mandatory subjects of bargaining.
9. By the conduct described in paragraphs 6 and 7, the School Committee bypassed the Union and dealt directly with bargaining unit members over their terms and conditions of employment in violation of Section 10(a)(5) of the Law.
10. By the conduct described in paragraphs 6 and 7, the School Committee have derivatively interfered with, restrained and coerced its employees in the exercise of their rights guaranteed under Section 2 of the Law in violation of Section 10(a)(1) of the Law.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF , BOR RELATIONS


AA [REDACTED] DERMAN, ESQ., INVESTIGATOR