

RETURN TO WORK AGREEMENT

This Settlement Agreement is entered into this 2nd day of February 2024 by and between the Newton School Committee ("Committee") as the bargaining agent for the City of Newton and the Newton Teachers Association (the "NTA"), collectively, the "Parties."

WHEREAS, the NTA and the Committee are parties to a Unit A, Unit B, Unit C, Unit D and Unit E collective bargaining agreement ("CBAs") for the period of September 1, 2020 to August 31, 2023; and

WHEREAS, the Parties began negotiations for a successor CBA in or about October, 2022; and

WHEREAS, the Commonwealth Employment Relations Board (CERB) issued a Ruling on Strike Petition and Interim Order (the "CERB Order") on January 18, 2024; and

WHEREAS, the CERB sought enforcement of the Order in Middlesex Superior Court (the "Court") and the Court issued a Preliminary Injunction Order ("PI Order") in Case No. 2481CV00148 on January 19, 2024; and

WHEREAS, all Parties wish to avoid the tangible and intangible costs of further litigation, including the negative impact on their labor relations, and mutually desire to resolve any and all disputes related to the CERB and PI Orders so that they may move forward with rebuilding their labor-management relationship on a more positive foundation; and

Now, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. 180 Student School Days

The Committee/Superintendent will schedule, and the Union agrees that its members will work, subject to authorized leaves, the one hundred eighty (180) days of instruction for students in the 2023-2024 school year. The members of bargaining units represented by the NTA shall be paid in full with no loss, reduction, or interruption of pay based on the work stoppage provided that they make up the days so that they work their full work year. Employees shall not take personal or unpaid days on any of the days scheduled as make-up days for the days lost as a result of the strike. Any employee who takes a personal illness/sick day for themselves or a family member/dear friend on any of the days scheduled to make up the days lost as a result of the strike shall provide a doctor's note substantiating the need for the day(s). Additionally, if an employee has a need to take one or more of the strike makeup days off for a reason satisfactory to the Human Resources Director, such as attendance at their wedding, the employee may do so without pay provided that the Human Resources Director authorizes the time off in writing or by email in advance of the absence. A request for such time off must be submitted to the Human Resources Director by 5:00 pm on Monday, February 5, 2024, and a response shall be provided not later than 5:00 pm on Friday, February 9, 2024.

2. Return to Work for Newton Public Schools

The Committee will permit all members of NTA bargaining units to return to work without disciplinary action or reprisals for failing to be at work because of the work stoppages which occurred during the August 30, 2023 Convocation and the strike that occurred on and between January 18, 2024 and February 2, 2024 provided that the members return to work on February 5, 2024, subject to any authorized absences. The NTA agrees not to take any retaliatory action against the Committee and its agents, and employees who opposed the NTA's work stoppages.

3. Evaluation Dates

All dates in January and February 2024 on the evaluation timeline for Units A and B will be revised as documented in the attachment linked below:

- [2023-24 Evaluation Timeline w Proposed Strike Changes.pdf](#)

The Committee agrees not to commence or prosecute or continue to prosecute any suit, action, or administrative proceeding against the NTA, its affiliates, officers, agents, and members, individually, and/or in a representative capacity, as a result of the work stoppages which occurred at the August 2023 Convocation and the strike that occurred on and between January 18 to February 2, 2024.

4. Resolution of Current Litigation Associated with the Strike

The Union will inform the Superior Court on February 5, 2024 that: (1) the parties participated in mediation sessions; (2) the parties reached a settlement agreement (Memorandum of Understanding) inclusive of this Return to Work Agreement during the evening of February 2, 2024, and the School Committee is scheduled to approve said agreements on or before February 5, 2024 and there is a NTA ratification vote scheduled for a date on or before February 5, 2024; (3) employees represented by the Union will return to work for the Newton Public Schools on February 5, 2024.

The Union and its representatives agree not to appeal or otherwise challenge the January 16, 2024 petition for strike investigation (Docket No. SI-23-10203), the January 19, 2024 preliminary injunction (Docket No. 2481CV00148) and the January 22, 2024 contempt order (Docket No. 2481CV00148). The NTA waives all rights to, and shall not file, a writ of certiorari challenging the preliminary injunction or the contempt order. Within five (5) calendar days of the ratification of the agreements by both parties covering the periods from September 1, 2023 to August 31, 2024 and September 1, 2024 to August 31, 2027, the Union agrees to withdraw the following actions with prejudice: (1) Department of Labor Relations charges MUP-23-10151; MUP-23-10165; MUP-23-10166; MUP-23-10167; MUP-23-10168; MUP-23-10299; and MUP-23-10322, and (2) Supreme Judicial Court complaint SJ-2023-0470.

The NTA will comply with all aspects of the Commonwealth Employee Relations Board Orders and Superior Court Orders associated with the strike in January and February of 2024, including, but not limited to, notifying all employees that the strike is canceled and its members must return to work immediately using all of its usual means of communicating with its bargaining unit members including, but not limited to, posting the statements on its website, Facebook page and other social media it uses to regularly communicate with its membership.

5. Eleven-Day Strike and Restitution

The Committee agrees to request that the CERB join the NTA and Committee in requesting that the Superior Court reduce some or all of the contempt fines imposed by the Superior Court so that the moneys that would have been used to pay those contempt fines by the NTA will instead be paid by the NTA to the Newton Public Schools. Any amount of the fines that the Court reduces shall be paid by the NTA to the Newton Public Schools up to \$625,000.00. In no event shall the Committee be paid less than a total sum of \$275,000.00. Such payment to be made by the Union to the "Newton Public Schools" and delivered to the Newton Public Schools on or before February 29, 2024. The Committee releases and waives any and all other claims against the NTA for reimbursement for any and all expenses or damages related to CERB Case No. SI-23-10203 and Middlesex Superior Court Case No. 2481CV00148 through February 2, 2024.

Any proposals by either party related to the Return to Work Agreement that have not been mutually agreed upon by the parties are withdrawn without prejudice. Agreed to by the parties on the date(s) indicated below:

For: the Newton School Committee

Date: 



For: the Newton Teachers Association

Date: 2-2-2024