

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

SUPERIOR COURT

COMMONWEALTH EMPLOYMENT
RELATIONS BOARD
Plaintiff

and

NEWTON SCHOOL COMMITTEE
Plaintiff-Intervenor

v.

NEWTON TEACHERS ASSOCIATION and
MICHAEL J. ZILLES in his official capacity,
Defendants.

RECEIVED

1/26/2024

CIVIL ACTION NO. 2481CV00148

AFFIDAVIT OF ANNA NOLIN

I, Dr. Anna Nolin, hereby propose the statements as follows:

1. My name is Dr. Anna Nolin. I make this affidavit on my personal knowledge and facts.
2. I am the Superintendent of the Newton Public Schools and an agent of the Newton School Committee (“Committee”). I have held this position since July 1, 2023.
3. In my role, I serve as a member of the bargaining team that is negotiating successor collective bargaining agreements for the five units represented by the Newton Teachers Association (“NTA”).
4. The Committee and its bargaining team have been and continue to bargain in good faith with the NTA.
5. We have been mediating on a daily basis with the NTA since Friday, January 19, 2024. The Department of Labor Relations (“DLR”) has assigned mediator Timothy Hatfield (“Mr. Hatfield”) to assist the Committee and NTA. Mediation is typically conducted in

separate rooms, however we have been engaging in face to face negotiations since Friday, January 19, 2024.

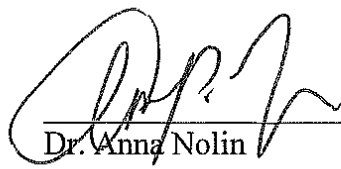
6. During this week of mediation, we have made concessions on language proposals including educator evaluation, time and learning, parental leave, hours of work for Unit C, and attendance of children for non-resident staff members in Newton Public Schools. Some of these resulted in tentative agreements with the NTA.
7. On Tuesday, January 23, 2024, the NTA's bargaining representative, Brendan Sharkey ("Mr. Sharkey") refused to shake my hand when entering the room, and I said "you're not going to shake my hand?" Sharkey responded with scoffing noise and shook his head no. Chair of the Negotiation Subcommittee, Ms. Tamika Olszewski ("Ms. Olszewski"), stated at the mediation table that she felt we needed civil discourse and to live and work together after this bargaining time was over. Another NTA bargaining representative, Gregory Shea ("Mr. Shea") talked over her, then School Committee Chair Christopher Brezski ("Mr. Brezski") began to propose to NTA President Michael Zilles ("Mr. Zilles") a return to school agreement while negotiating took place, but Mr. Shea shouted at Mr. Brezski "do you have an actual proposal?" Brezski repeated himself again, and Mr. Shea shouted at him again. This created a lot of tension in the room, which was elevated by a rally starting outside. The NTA had only given us two times to bargain that day to accommodate the rally's start time at 1:00pm. Chair Brezski handed out a proposal on the Time and Learning Agreement which we were prepared to explain, to which Mr. Shea yelled "this is it? This is all you have?" The NTA's bargaining team began to shout then walked out. Mr. Hatfield directed them to cease yelling, and stated that "this is not productive. We will return to regular mediation." Since that time, per Mr. Hatfield's

instructions, we have not engaged in face to face bargaining with the entire bargaining teams. However, during the morning of January 25, 2024, we met in smaller groups to negotiate the Time and Learning agreement under the direction of the mediator. We were scheduled to return to the small groups at 4:00 p.m. on the January 25th after reviewing the proposed changes negotiated in the morning with our respective teams. At 3:45 p.m., the mediator informed us that the union declined to meet at 4:00 p.m. as previously scheduled.

8. During mediation on Thursday, January 25, 2024, Mr. Hatfield stated to the School Committee to “take necessary precautions.”
9. In mediation today, January 26, 2024, at approximately 12:10 PM, Mr. Hatfield delivered a document from the NTA listing several matters that the NTA requires that the Committee agree to before it will “revisit” one of the matters that is one of the Committee’s bargaining priorities. Specifically, the NTA document states that “the NTA will be willing to revisit the Time and Learning proposal after the Committee has provided agreements on the other meaningful school improving proposals [from the NTA] currently on the table.”
10. Since mid-December 2023, the NTA has refused to negotiate on cost of living adjustments (“COLA”) and has held to its proposed increases of 5%, 4%, 4%, and 5% for fiscal years 24, 25, 26, and 27 respectively, for Units A, B, and E, and 5%, 4.5%, 4.5% and 6% for fiscal years 24, 25, 26, and 27 respectively, for Units C and D.
11. During mediation, the Committee has responded to all of the NTA’s proposals and has made counter proposals to many of the NTA’s proposals including adding a fourth year in response to the NTA’s proposal to add the fourth year.

12. On more than one occasion since the NTA's strike started, Mr. Brezski asked Mr. Zilles to end the NTA's strike and has offered to continue to engage in mediation daily and release the NTA's Core bargaining team members from work during the work day for these mediation sessions. The NTA has refused these offers and stated that the NTA will not end the strike until the NTA's demands have been met.
13. Several of the member of the Negotiation Subcommittee are using their own accrued time off from work to attend these mediation sessions under the duress of the strike.

Signed under the penalties of perjury on this 26th day of January 2024.



Dr. Anna Nolin
Superintendent
Newton Public Schools