

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS

In the Matter of

NEWTON TEACHERS ASSOCIATION (NTA)

And

MICHAEL ZILLES, in his capacity as President of  
the NTA

And

NEWTON SCHOOL COMMITTEE

**Case No.: SI-23-10203**

**SUPPLEMENTAL PETITION FOR STRIKE INVESTIGATION**  
**PURSUANT TO G.L. C. 150E, §9A, 456 CMR 16.03, AND**  
**SUPPLEMENTAL RULING DATED NOVEMBER 3, 2023**

**INTRODUCTION**

Pursuant to G.L. c. 150E § 9A, 456 CMR 16.03, the CERB’s supplemental ruling dated November 3, 2023 (“the Supplemental Ruling”), and *Boston School Committee*, 14 MLC 1543 (1988), the Newton School Committee (“Committee”) hereby petitions the Department of Labor Relations (“the DLR”), to investigate the conduct of the Newton Teachers Association (“the Union”) and its officers/employees (collectively “Respondents”) and to determine that a strike and work stoppage is about to occur in violation of § 9A(a).

In the Supplemental Ruling, the CERB ruled that it would retain jurisdiction of the matter in which it had ruled on September 26, 2023 (“Ruling on Strike Petition and Interim Order”) that the Union had engaged in an illegal strike. The CERB stated that it was exercising its discretion because “[t]he contract dispute that led to the first job action has not been resolved and therefore the possibility for a recurrence of strike activity remains. We therefore retain jurisdiction over this matter and will continue to do so until the parties report that the contract is settled.”

Supplemental Ruling at 10. The CERB added that “[u]pon proper motion by the School Committee, the CERB may set further requirements or take any other action available under Section 9A(b) of the Law as appropriate.” Supplemental Ruling at 10. Because the relevant contract has not been settled or, therefore, reported as settled, the Committee has filed this petition in accordance with the Supplemental Ruling.

The Union is an employee organization within the meaning of G.L. chapter 150E that represents educators, paraprofessionals and others employed by the Committee in its school system. Pursuant to § 9A(a), it is unlawful for an employee organization to induce, encourage, or condone a strike by public employees, and for public employees to strike. Under G.L. c. 150E, § 1, an illegal “strike” is defined in pertinent part as “a public employee’s refusal, in concerted action with others, to report for duty, or his willful absence from his position, or his stoppage of work, or his abstinence in whole or in part from the performance of the duties of employment as established by an existing collective bargaining agreement or in a collective bargaining agreement expiring immediately preceding the strike...”

#### **456 CMR 16.03(1) INFORMATION**

1. Using the Committee’s email server and verbally, Union members have discussed a strike vote scheduled to take place on January 18, 2024 and a strike to begin the next day, January 19, 2024. Respondents have therefore induced, encouraged, condoned, and engaged in a strike in violation of G.L. c. 150E, §9A(a).
2. In compliance with the requirements of 456 CMR 16.03 (1), Petitioner submits the following information:

(a) (1) **The Public Employer:**

Newton School Committee  
Christopher Brezski, Chair

Dr. Anna Nolin, Superintendent  
100 Walnut Street  
Newton, MA 02460  
Telephone (617) 559-6000

(2) **The Employer's Legal Representatives:**

Jennifer F. King, Esq.  
Elizabeth B. Valerio, Esq.  
Valerio Dominello & Hillman, LLC  
One University Avenue, Suite 300B  
Westwood, MA 02090  
Telephone (617) 862-2005

Jill Murray Grady  
General Counsel  
Newton Public Schools  
100 Walnut St.  
Newtonville, MA 02460  
Telephone 617-559-6156

(b) (1) **The Employee Organization:**

Newton Teachers Association  
(Affiliated with the Massachusetts Teachers Association)  
46 Austin Street, Ste. 302  
Newton, MA 02460  
Telephone (617) 244-9562

(2) **Officers of the Employee Organization:**

Michael Zilles, President  
Christine Walsh, Second Release Officer and Treasurer  
Elizabeth Ross Del Porto, Vice President  
Elizabeth Simpson, Vice President  
Susan Cohen, Recording Secretary  
46 Austin Street, Ste. 302  
Newton, MA 02460  
Telephone (617) 244-9562

(3) **Public Employees Who Have Violated/Are About to Violate the Provisions of G.L. c. 150E, §9A(a):**

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>Tel. Number</u></b>
Michael Zilles	39 Nonantum St. Newton, MA 02548	978-749-0616

(c) **Counsel for the Employee Organization:**

Laurie Houle, Esq.  
Division of Legal Services  
Massachusetts Teachers Association  
2 Heritage Drive  
8<sup>th</sup> Floor  
Quincy, MA 02171  
Telephone (617) 878-8143  
lhoule@massteacher.org

- (d) The place of employment of the public employee/s and the services affected: Newton Public Schools, Newton, Massachusetts, and see below.
- (e) A statement as to what facts cause the employer to believe that a strike has occurred or is about to occur or has been induced, encouraged or condoned by a public employee or employee organization: see below.
- (f) Any other relevant facts which may be of assistance to the Department: see below.

**STRIKE ALLEGATIONS**

**Place of Employment/Services Affected:**

3. The Union represents employees in specific units which are currently undergoing negotiations for successor collective bargaining agreements, and the recognition clauses currently maintain the following positions<sup>1</sup>:
- a. Unit A – Full-time and part-time classroom teachers, librarians, guidance and adjustment counselors, psychologists, social workers, speech and hearing specialists, occupational and physical therapists, enrichment coordinators, teachers in charge, special education teachers, youth development program workers, on site work supervisors, coaches, media specialists, science specialists, resource room teachers, learning center teachers and other employees as described in Article I, Section 1 of the parties' Unit A collective bargaining agreement.

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<sup>1</sup> Some positions listed may be obsolete or have been renamed.

- b. Unit B – Assistant Principals, Directors, Assistant Directors, Senior High School Department Heads, Housemasters, Chairperson of Speech and Language Department, Head Social Workers, Administrative Assistants, Coordinators, Assistant Coordinators, Supervisors, Assistant Supervisors and other employees as described in Article I, Section I of the parties’ Unit B collective bargaining agreement.
- c. Unit C – Full-time and part-time Educational Support Professionals, including both Category 1 Preschool, Elementary, Middle, and High School Teaching Assistants, Title 1 Teaching Assistants, Special Education Teaching Assistants, Campus Aides, Classroom Teaching Assistants, Library/Media Teaching Assistants, Computer Teaching Assistants, Building Aides, Early Literacy Teaching Assistants, Interventionist Teaching Assistants, English Language Learner Elementary and Secondary Teaching Assistants, Career and Technical Education Teaching Assistants, and the Television Aide and Category 2 Medical Assistants, Speech and Language Therapy Assistants, Physical Therapy Assistants, Occupational Therapy Assistants, ABA Behavior Technicians (working with both Inclusion and Sub-Separate Programs), Senior ABA Behavior Technicians, Flexible Behavioral Support Technicians and other employees as described in Article I, Section I of the parties’ Unit C collective bargaining agreement.
- d. Unit D – Instructional Support/Substitute Staff and other employees as described in Article I, Section I of the parties’ Unit D collective bargaining agreement.
- e. Unit E – Administrative Technology Specialist, Network Specialist, Research Assistant, Student Information Systems Specialist, Business Information Systems Specialist, Administrative Information Specialist/Trainer, Financial Analyst,

Transportation Assistant, Director of Transportation, Purchasing Manager, Theater Technical Assistant, Children's Program Coordinator, Senior Adult Program Coordinator, Adult/ESL Program Coordinator, Newton Community Education Administrative Assistant, Lifetime Learning Program Coordinator, School Information Specialist, Production Center Manager, Support Services Project Assistant, Instructional Technology Support Specialist, Technology Support Assistant, Student Information Specialist Assistant, and Creative Arts Committee Coordinator and other employees as described in Article I, Section I of the parties' Unit E collective bargaining agreement.

4. Union members work in 22 public school buildings and other work sites in the Newton Public Schools ("District"). The education of approximately 11,700 general and special education students in the District will be impacted and disrupted by the Association's conduct.
5. The Union has induced/encouraged/condoned, and is inducing, encouraging and condoning, a strike by its members on and after January 19, 2024 during a scheduled workday (and school day) for Union members by refusing to enter school buildings to perform their required duties, although those duties require their presence in the buildings.

**Facts Regarding a Strike:**

6. The following facts demonstrate that the Union and its officers are violating G.L. c. 150E §9A(a). The Affidavit of Dr. Anna Nolin ("Dr. Nolin"), Superintendent of the Newton Public Schools ("NPS"), is incorporated by reference, is attached hereto as Exhibit 1 with internal Exhibits A-E, and is submitted in support of these facts, as is the affidavit of

Ayesha Farag, Ph.D., Assistant Superintendent (“Assistant Superintendent Farag”) as Exhibit 2, the affidavit of Carolyn Campo (“Ms. Campo”), Confidential Executive Assistant to the Superintendent as Exhibit 3, and the affidavit of Lisa Gilbert-Smith, METCO Director (“Ms. Gilbert-Smith”) as Exhibit 4 with internal Exhibit A<sup>2</sup>.

7. The Committee and the Union have been involved in collective bargaining for a successor agreement for Unit A since October 2022 and mediation with the DLR since August 2023. *See Affidavit of Anna Nolin, ¶ 5.*
8. The Union engaged in an illegal strike in September 2023. *See Ruling on Strike Petition and Interim Order, September 26, 2023.* During the time that the Committee and Union have been engaged in DLR mediation throughout the 2023-2024 school year, Dr. Nolin has been provided with information that caused her and the District to formulate a reasonable belief that the Union intends to engage in a strike vote on January 18, 2024 that would result in a strike commencing January 19, 2024. *See Affidavit of Anna Nolin, ¶ 6.*
9. Based on information indicating that a strike could be imminent and would deprive nearly 12,000 students of educational services, and in accordance with the District’s Employee Technology and Online Acceptable Use Guidelines, which specifically state that employees have no expectation of privacy in emails sent or received using the District email system, Dr. Nolin has periodically directed the District’s Information Technology (“IT”) Director to search emails over the District server

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<sup>2</sup> As these filings are easily accessible and publicly available documents, the identities of staff/Union members have been redacted in an effort to protect them from retaliation. Further, to protect the privacy interest of a member of the public who is not a District employee or Union member, the individual’s personal email address and cellphone number have been redacted, and such redactions are consistent with public record exemptions under G.L. c. 4, § 7(26)(c) and determinations by the Massachusetts Supervisor of Public Records. To the extent that CERB maintains concerns over such redactions, this can be discussed prior to a hearing in this matter.

(@newton.k12.ma.us accounts) referencing a strike. The search has yielded responsive results, and the IT Director has provided Dr. Nolin with these emails that were sent using the District's email server. *See Affidavit of Anna Nolin, ¶ 7.*

10. One of the email searches produced a November 3, 2023 email that a staff/Union member sent to themselves containing the following text:

they think the sc wants us to go on strike  
they arent mediating in the usually fashion--they are not in the same room  
Dec 1--verbal vote on strike  
in the next month initiatives like calls  
they think strike would be long--they are trying to hold us out  
we would lose pay  
when decided--they would negotiate loss of pay  
need to teach 180 days and how we make those up  
they ask for mediation, they have it in a week  
they filed, we were charged with a strike in a week  
we filed a grievance in July--if it is accepted, the hearing will be in a year  
unfair labor laws--we have no means and teeth  
because in MA it is illegal to strike, we cannot set a strike date as a means  
of negotiation  
no one in MA has had a strike for more than a week--they feel Newton  
will hold out  
this is risky--could lose pay and days  
largest union in the state--what we do matters ... and what we don't do  
matters for other districts

*See Affidavit of Anna Nolin, ¶ 8; Exhibit B to Affidavit of Anna Nolin.*

11. Another email search produced the following December 18, 2023 email from a staff/Union member in the F.A. Day Middle School concerning scheduling for a building holiday party:

Hi-  
So, a few people have commented to me that we should hold off on the holiday party as we could be on strike. Apparently, we would vote to go on strike on the 19<sup>th</sup> of January, the same day as the party. What are your thoughts? I am happy to move forward with planning, but I just do not want to lose my deposit.  
Thanks!



*See Affidavit of Anna Nolin, ¶ 9; Exhibit C to Affidavit of Anna Nolin.*

12. On January 3, 2024, a staff/Union member sent the following text message to several District employees:

Good afternoon Lisa and bus monitors. Well my building two [sp] said if things are agreed upon on January 18<sup>th</sup> we will strike on the 19<sup>th</sup>...  
Lisa can you set up a text message feed with our METCO counselors to get possible rides with bus monitors to the various Newton sites on the strike days? I'm hoping they come to a resolution so we don't strike but looks like we will 😞

*See Affidavit of Lisa Gilbert-Smith, ¶ 3; Exhibit A to Affidavit of Lisa Gilbert-Smith.*

13. On or about January 9, 2024, Assistant Superintendent Farag received a text message from a principal in one of the District elementary schools as follows:

[Staff/Union member] gave me a little union info. [Elementary School] has a meeting next Tuesday after school (possibly with MTA reps) to discuss strike. Vote is next Thursday after school. Thursday vote is being done at a local Temple. Nothing is being done in writing. Everything is verbally shared by certain staff.

You probably already had all that, but I'll let you know if I hear other details.

*See Affidavit of S. Ayesha Farag, ¶ 3.*

14. Upon receipt of the information that a vote may occur at a local Temple, Ms. Campo, Dr. Nolin's Confidential Executive Assistant, began investigating nearby Temples where the vote could occur. As part of her investigation, Ms. Campo contacted and spoke with Simone from Temple Shalom of Newton. Simone confirmed that the Union has reserved space at Temple Shalom on Thursday, January 18, 2024. *See Affidavit of Ms. Campo, ¶¶ 3-4.*
15. On or about January 10, 2024, Dr. Nolin became concerned that the potential strike may impact District students competing in the All-State Music Competition and particularly,

that they may be among the most negatively affected. Unlike athletics and District-sponsored performances which can be rescheduled by the District, the All-State Music Competition is controlled by an outside entity and therefore the District has no ability to reschedule the event. Dr. Nolin previously worked in the Natick Public Schools, and contacted Mr. Craig Chisholm, the former Music Department Head, to inquire whether students can be dropped off by parents and still compete in the All-State Music Competition. Mr. Chisholm stated that he had already spoken to the District's high school music staff who had contacted him about the planned strike and sought support for Newton students who may need to compete on their own due to the strike. Mr. Chisholm further stated that he offered to take the Newton students to the All-State Competition on the Natick bus but upon discussion with his own administrators, was informed that would not be possible due to liability reasons. Mr. Chisholm did confirm that he would help Newton staff members and act as an on-site support to our District students and that students could likely be dropped off. *See Affidavit of Anna Nolin, ¶ 10.*

16. Another email search produced the following January 11, 2024 email from a PTO member to a building principal expressing concern about an event scheduled for January 19, 2024:

Hi [Principal],  
We had a quick question and were hoping you could provide some clarity quickly. We are thinking of what to do about trivia. The potential options are we move locations off schools grounds and keep the event on the 19<sup>th</sup> or we try to reschedule.  
Is the issue here the unavailability of the building or the optics of the event during a strike? If you could let us know so we know what to move forward with that would be great.

*See Affidavit of Anna Nolin, ¶ 11; Exhibit D to Affidavit of Anna Nolin.*

17. Another email search produced the following January 11, 2024 email chain between a staff/Union member who forwarded an email from a PTO Board for one of the District elementary schools and Union President Michael Zilles (“Zilles”). The initial message from the PTO Board to families states, in pertinent part:

- “The PTO Board wants to call an important update to your attention: educator contract negotiations are effectively at an impasse, and we may be headed toward a job action (which may include a strike) in the near future.”
- “However, educators are heartened by the support they have received from parents, so the best way for us to continue to support our educators - and to do our part, as parents, to head off a possible strike - is to be vocal with city leadership. To our current understanding, this next week is crucial for community action to change the outcome of negotiations before a possible strike.”

A staff/Union member forwarded the above message to Mr. Zilles, who responded as follows:

“Thanks for sending this! Holy moly! That’s amazing! The PTO”

Mr. Zilles’ communication did not contain any statements denying the likelihood of an impending strike. *See Affidavit of Anna Nolin, ¶ 12; Exhibit E to Affidavit of Anna Nolin.*

18. On January 11, 2024, Assistant Superintendent Farag received a call from a principal in one of the District elementary schools (different from the person who contacted her on January 9<sup>th</sup>) stating that a staff/Union member came to the principal stressed about the strike. The staff/Union member heard Mr. Zilles state that even if the Union gets what it is asking for, it will not settle until the Parties agree that days on strike do not need to be made up. *See Affidavit of S. Ayesha Farag, ¶ 4.*

19. The Massachusetts Department of Elementary and Secondary Education (“DESE”) requires that school committees operate schools within its district at least one hundred and eighty (180) days in a school year. This requirement is codified in 603 CMR 27.03. *See Affidavit of S. Ayesha Farag, ¶ 5.*

20. On January 12, 2024, a principal in one of the District elementary schools relayed directly to Assistant Superintendent Farag a conversation with a staff/Union member in their building. The principal conveyed that the employee communicated the strike vote and strike plans as follows:
- a. A strike vote is going to happen on Thursday, January 18, 2024 at a location near Peirce School;
  - b. The Union is coordinating: (1) the purchase of large quantities of handwarmers; (2) identification of bathroom and lunch breaks; (3) transportation for staff; and (4) the acquisition of portable restroom;
  - c. The Union is prepared for the strike to last at least a week.

*See Affidavit of S. Ayesha Farag, ¶ 4.*

21. On January 12, 2024, Dr. Nolin and Assistant Superintendent Farag received a text message from a principal in one of our elementary schools (different from the person who contacted Assistant Superintendent Farag on January 9<sup>th</sup>) stating that “Vote is happening next Thursday at Temple Shalom.” *See Affidavit of Anna Nolin, ¶ 13; Affidavit of S. Ayesha Farag, ¶ 6.*
22. Upon receipt of further information that the strike vote may occur near Peirce Elementary School (“Peirce”), Ms. Campo researched the distance between Peirce and Temple Shalom on Google Maps. According to Google Maps, Peirce and Temple Shalom are less than five hundred (500) feet from one another and the walk between each building is estimated at two (2) minutes and the drive is estimated at one (1) minute. *See Affidavit of Ms. Campo, ¶ 5.*

23. Based on the aforementioned information, there is a reasonable basis for concluding that the Union intends to take a strike vote at Temple Shalom in Newton on January 18, 2024 for a strike to occur on January 19, 2024.

### **ARGUMENT**

Pursuant to § 9A(b), Petitioner is required by law to file this petition where the Union and its officers have violated and are continuing to violate the statute. Accordingly, the CERB must intervene pursuant to the unambiguous mandate of §9A(b), conduct a strike investigation, determine that a strike has occurred or is about to occur, order Respondents to cease inducing, encouraging, condoning, or engaging in a strike, and order Respondents to take affirmative steps to immediately end the strike.

The law expressly prohibits an employee organization from inducing, encouraging and condoning a strike, as well as from engaging in a strike. G.L. c. 150E, §9A(a). Union officers have an affirmative duty to oppose a strike and to encourage union members to disavow a strike vote. *Labor Relations Commission v. Boston Teachers Union, Local 66*, 374 Mass. 79, 85, 89-91 (1977). Here, the Union has clearly engaged in prohibited activity by preparing its members to strike and expressly encouraging its members to strike through the scheduling of a strike vote.

The CERB should intervene at this stage, prior to the upcoming strike vote by the Union to effectuate the purposes of Section 9A. The Union is not required to engage in an “actual vote” in order to violate Section 9A. *Boston Teachers Union, Local 66, AFT – Massachusetts, et al. and Boston School Committee*, 33 MLC 133, SI-07-272 (2007). In that case, the CERB’s predecessor agency, the Labor Relations Commission, explicitly rejected a strike vote as a predicate to finding a filing of Section 9A, in that it created a barrier that “allows for all the kinds of strike threats, disruptions, and manipulation of strike votes and strike dates that preclude

timely and effective enforcement to prevent, and not merely interrupt, actions that the Law prohibits.” *Boston School Committee*, 33 MLC at 137. In that case the Appeals Court affirmed the CERB’s ruling that a vote on February 14, 2007 to consider ““the question whether there should be a one-day strike on February 15, 2007 or on such other dates as may be chosen by the membership”” was sufficient to support a strike determination. *Commonwealth Empl. Rel. Bd. v. Boston Teachers Union*, 74 Mass. App. Ct. 500, 502, 505 (2009). In revising the standard for a finding that a strike is “about to occur” as contemplated by Section 9A(b), the CERB lowered an employer’s burden to a showing of “actions by employee organizations, their officials or members demonstrate that an actual threat of strike, work stoppage, or slowdown exists so that public officials would reasonably engage in contingency planning, to prevent the interruption of important public services.” In its 2009 opinion, the Appeals Court held that “...the evidence before the board amply supported its conclusion that the union violated the provisions of §9A(a)...[a] reasonable inference that the union was involved in encouraging a strike was warranted, if not compelled, by all of the evidence.” *Commonwealth Empl. Rel. Bd., supra*, 74 Mass. App. Ct. at 506.

In the underlying strike investigation in the *Boston School Committee* matter, short of an actual strike vote, the Commission relied on statements by the union president, in writing and verbally to other individuals, speaking to the logistics of an upcoming strike vote and strike in establishing that a violation of Section 9A was about to occur. *Boston School Committee*, 33 MLC at 137. The instant facts fit squarely within the requisite showing of an imminent strike established by the *Boston School Committee* ruling and affirmed by the Massachusetts Appeals Court in 2009. Namely, there is evidence in the petition record demonstrating that: (1) the Union has been planning a strike for months and strategizing as the largest labor union in Massachusetts

to set a precedent for other unions; (2) staff members at one middle school were hesitant to schedule a holiday party on January 19<sup>th</sup> based on their understanding that a strike would occur that day; (3) bus monitors are aware of a January 18<sup>th</sup> strike vote and January 19<sup>th</sup> strike and are concerned about transportation logistics; (4) the Union is planning and has communicated to members its plan to take a strike vote at Temple Shalom in Newton on January 18<sup>th</sup> with a strike scheduled for January 19<sup>th</sup>; (5) the Union is attempting to restrict the sharing of information verbally/through word of mouth; (6) PTO members are aware of a potential strike on January 19<sup>th</sup> and planning to reschedule events as a result; (7) Mr. Zilles has not refuted statements of an impending strike; (8) the Union is coordinating supplies to stay warm and access to restrooms for those engaged in the strike; (9) the Union is prepared to strike for at least a week; (10) Mr. Zilles has stated that families will not be notified of the strike until the morning that it is scheduled to take place; and (11) Mr. Zilles has stated that even if the Union gets what it asks for, it will not settle until there is an agreement that the strike days do not need to be made up.

It is well-established that “[w]here direct evidence of a strike is unavailable, the [CERB] may make its findings upon available facts and reasonable inference drawn from them.” *Town of Abington*, 12 MLC 1084, 1085, SI-178 (1985); *Boston School Committee*, 20 MLC 1244, 1248, SI-246 (1993). Taking the aforementioned evidence in its entirety, the CERB can reach no other conclusion other than that the Union is about to take a strike vote and engage in a strike, actions prohibited by Section 9A. The Union has clearly been strategizing its illegal activities for a period of time and concealing them in an effort to impede the Committee from taking procedural steps in a timely manner to prevent a surprise strike on the morning of a school and to prevent planning for the substantial educational disruption to students and families that will occur on January 19<sup>th</sup>. This is precisely the sort of manipulation that caused the CERB to abandon the vote

prerequisite in 2007 and that the Appeals Court used to affirm that decision. *Commonwealth Empl. Rels. Bd., supra* at 505.

The Union's strike vote is scheduled for January 18, 2024, the day before the presumptive strike. If the CERB does not hear the matter before the strike vote occurs, there will not be time for the Committee to present evidence to the CERB, obtain an order and enforce that order to prevent the Union's contemplated work stoppage. Put differently, without immediate action, some 11,700 public school students and their families, as well as the school district itself, will be detrimentally affected on Friday, January 19, 2024, and potentially beyond by the Union's contemplated and unlawful action.

### **RELIEF REQUESTED**

Accordingly, Petitioner respectfully requests that the DLR commence an immediate investigation of the illegal conduct of Respondents and that it order appropriate requirements including the following:

1. a finding that Respondents are violating the September 26, 2023 order in this matter;
2. the issuance of a cease and desist order to Respondents from inducing, encouraging, condoning, or engaging in a strike, work stoppage, or other unlawful withholding of services;
3. the issuance of an order requiring Respondents to immediately take steps to notify Union members and the employees whom the Union represents of their obligation to fully perform the duties of their employment, including the obligation not to participate in any form of strike or work stoppage, with a specific date by which such notification is to be completed;



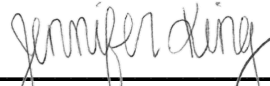
4. the issuance of an order requiring Respondents to immediately take all necessary steps to inform Union members and employees represented by the Union of the provisions of G.L. c. 150E §9A(a) and (b) and the contents of this interim order, with a specific date by which such notification is to be completed;
5. the issuance of an order requiring Respondents to inform the DLR by a date certain of the steps taken to comply with the DLR's order.

Petitioner further requests that the DLR take such further action as it deems necessary including, but not limited to, issuing an order requiring Respondents to pay costs and damages to Petitioner for all costs and damages associated with their violation of §9A(a).

#### **NOTIFICATION TO RESPONDENTS**

Petitioner is requesting an investigation by the DLR. In compliance with the requirements of 456 CMR 16.03(2)(a), Respondents are hereby notified that they may contact the DLR if they wish to present information.

NEWTON SCHOOL COMMITTEE  
By Its attorneys,



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Dated: January 16, 2024

The contents of this Petition for Investigation are true to the best of my knowledge or belief. Signed under the penalties of perjury this 16<sup>th</sup> day of January 2024.



\_\_\_\_\_  
Christopher Brezki  
Chair  
Newton School Committee  
100 Walnut St.  
Newtonville, MA 02460

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document with attachments was served upon the attorney of record for each party via electronic mail.

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