

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT

COMMONWEALTH EMPLOYMENT
RELATIONS BOARD,
Plaintiff,

and

NEWTON SCHOOL COMMITTEE,
Plaintiff-Intervenor

v.

NEWTON TEACHERS ASSOCIATION and
MICHAEL ZILLES,
in his capacity as President of the NTA,
Defendants.

CIVIL ACTION NO.: 2481CV00148

RECEIVED
2/2/2024

AFFIDAVIT OF MICHAEL ZILLES

I, Michael Zilles, hereby attest as follows:

1. I am the President of the Newton Teachers Association and I chair the NTA's bargaining team. I have been at the bargaining table since the parties began negotiating in October 2022 over the successor collective bargaining agreements for the NTA's five bargaining units.
2. After the court imposed the escalating fine schedule on January 22, 2024,¹ the School Committee essentially stopped bargaining. From January 19 through January 26, while the original escalating fine schedule was in effect, the parties reached only two tentative agreements ("T.A.'s").
3. During this time period (January 19 - January 26), the Committee engaged in dilatory surface bargaining. For example on January 19th, the Committee wanted to focus the discussion not on proposals, but its study of "market competitiveness." We told the mediator that comparative data had been discussed in detail for many, many months and asked for a proposal. The mediator informed the NTA that the Committee did not have a proposal to present.

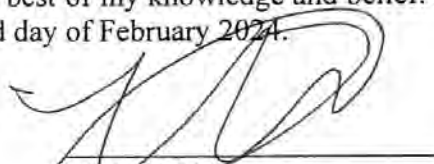
¹ All dates referenced are 2024 unless otherwise noted.

4. When the Committee finally presented some proposals, the committee produced multi-page documents that contained its proposed changes untracked. This forced the NTA to spend hours comparing multi-page documents side by side in an effort to simply understand what the committee was proposing. The school committee would then announce at its press conferences “the NTA’s delay.”
5. On other occasions, the Committee would engage in lengthy discussion at the table over its own proposal (particularly on Time & Learning), only to return with rejections with no explanation rather than counter proposals. In one instance, the Committee presented a modification to its Time & Learning proposals (withdrawing a proposal to increase Middle School duties from 3 to 2) on a piece of chart paper and in a verbal presentation, and then later that day explained that the withdrawal “had been a mistake” and that the increase in duties was still included in their proposal.
6. The Court revised its order on fines on January 26, eliminating the escalating fines schedule and setting daily fines at \$50,000. That evening, for the first time in several days, the Committee met face-to-face with the NTA.
7. On Saturday, January 27, the parties began bargaining - including face-to-face meetings - and the NTA felt that there was more actual meaningful bargaining that day than had occurred than all previous days combined. Bargaining was transformed. For example, the parties finally had productive back and forth on the parental leave provision. Moreover, the School Committee finally responded to a request for information submitted by the NTA on January 11, which it had previously refused to cooperate in getting for the NTA.
8. On Sunday January 28 at 11:15 AM, the NTA presented a comprehensive settlement proposal that was designed to leap over the negotiation hurdle and settle the strike so students could be back in school on Monday. The settlement proposal significantly reduced the costs of its overall proposals as well as made other concessions. There was frustration on both sides but, contrary to the Committee’s rhetoric, I did not present a “take it or leave it” proposal and the NTA did not walk out of bargaining. Rather, I said the Committee could “take it” as set forth as a package or we could move on to addressing the issues individually. And both parties continued to dig into the hard work at the table to try to further bridge the gaps between the parties on multiple intersecting issues.
9. Despite the Committee claiming since last summer that we were at impasse and that there was no more money than the Mayor previously allocated to the Committee budget, during mediation and including after the fines were reduced, the Committee has come up with more money to add to its proposals.
10. Moreover, the Mayor has declared strict financial parameters for all years of these contracts notwithstanding the fact that municipal budgets are set on a yearly basis. Therefore, for years 2-4 of these contracts, the budgets have not been set.
11. I have been on the NTA bargaining team since 2010. Based on my extensive experience as well as what I have observed at the table these past two weeks, I sincerely believe that

reinstating escalating fines or significantly increasing fines will be detrimental to the parties continued progress towards a settlement. While progress has been slower than hoped, changing the system now will empower the Committee and the Mayor to take a step back once again and try to delay reaching agreement.

12. The parties are currently urgently bargaining and indeed bargained until 6 a.m. this morning (February 2). At this point, the only outstanding issues appear to be the Time and Learning provision, social workers, and how the parties will return to work and tie up all outstanding issues.
13. I strongly believe that taking time away from bargaining at this critical juncture to give updates twice a day will only serve to impede the bargaining process.
14. While there is what the NTA considers a small vocal minority of parents who have contacted the Court and are visible in the media, the NTA has been honored to have a much broader swath of parental and community support for their efforts to negotiate fair contracts that support the education and development of our students. Rather than contacting the Court, they have been emailing the Committee and the Mayor through the NTA's "action network" (approximately 1200 new emails since the strike started), emailing their expressions of support directly to the NTA, showing up in great numbers at NTA rallies, and holding their own press conferences to vocalize their support (*see, e.g.*, https://www.youtube.com/watch?v=u_8S5_UHAjA).

I swear or affirm that I have personal knowledge of the statements set forth above and that they are true and correct to the best of my knowledge and belief. Signed under the penalties of perjury on this 2nd day of February 2024.



Michael Ziffles
President
Newton Teachers Association