

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS
BEFORE THE COMMONWEALTH EMPLOYMENT RELATIONS BOARD

In the matter of

HAVERHILL SCHOOL COMMITTEE

and

MASSACHUSETTS TEACHERS ASSOCIATION

and

HAVERHILL EDUCATION ASSOCIATION

and

TIM BRIGGS, Individually and in his capacity
as President of the HEA

and

CHRISTINE HICKEY, Individually and in her capacity
as a member of the HEA

Case No. S.I.-22-9605

Issued on: October 15, 2022

CERB Members Participating

Marjorie F. Wittner, Chair
Kelly Strong, CERB Member

Appearances:

David M. Connelly, Esq. - Representing the Haverhill School Committee

Mark Hickernell, Esq. - Representing the Massachusetts Teachers
Association

Ryan Dunn, Esq. - Representing the Haverhill Education Association and
Tim Briggs and Christine Hickey

RULING ON STRIKE PETITION AND INTERIM ORDER

1 On October 12, 2022, the Haverhill School Committee (School Committee) filed a
2 petition with the Department of Labor Relations (DLR) for a strike investigation (Petition)
3 pursuant to Section 9A(b) of M.G.L. c. 150E (the Law). The Petition alleges that a strike
4 is about to occur and that the Massachusetts Teachers Association (MTA), the Haverhill
5 Education Association (HEA), Tim Briggs (Briggs), individually and in his capacity as HEA
6 President, and Christine Hickey (Hickey) individually and in her capacity as a member of
7 the HEA (collectively, the Respondents) were inducing, encouraging or condoning that
8 strike in violation of Section 9A(a) of the Law. In particular, the School Committee alleged
9 that it had reason to believe that the Respondents intended to hold a strike vote for the
10 teachers' bargaining unit on Friday, October 14, 2022, with an open-ended strike
11 scheduled to begin on October 17, 2022.¹

12 On October 12, 2022, the DLR issued a Notice of Strike Investigation that the
13 School Committee caused to be served on each of the Respondents.² On October 13,
14 Marjorie F. Wittner, Chair of the Commonwealth Employment Relations Board, conducted
15 a strike investigation pursuant to 456 CMR 16.03.³ The School Committee and the
16 Respondents had an opportunity to be heard, to examine and cross-examine witnesses

¹ All dates are in 2022 unless otherwise indicated.

² Although the returns of service were not listed as part of the administrative record during the investigation, no party contested the adequacy of service. On October 14, 2022, the School Committee's attorney provided of delivery of service of the Strike Petition and the DLR notice by email and hand-delivery, along with an affidavit of compliance with 456 CMR 16.03(2).

³ The investigation was conducted remotely using the WebEx videoconference platform.

1 and to introduce evidence.⁴ At the conclusion of the first day of the investigation, Chair
2 Wittner left the investigation record open for submission of further evidence. As described
3 further below, on October 14, 2022, the School Committee moved to introduce additional
4 evidence. The investigation was reconvened for a second day to address this issue and
5 hear the parties' arguments. With the issuance of the October 14 bench ruling, described
6 *infra*, and this Ruling and Interim Order, the investigation record is now closed.

7 As explained below, the CERB concludes that the HEA and the employees that it
8 represents are about to engage in a strike in violation of Section 9A(a) of the Law and
9 that the MTA, the HEA and Tim Briggs, in his official capacity as HEA president, and
10 Christine Hickey, in her official capacity as a HEA member and a HEA building
11 representative have induced, encourage and condoned the strike.

12 Motions

13 On October 13, the MTA filed a motion to dismiss the petition contending that the
14 petition did not contain competent or substantial evidence that the MTA violated Section
15 9A(a) by inducing, encouraging or condoning a strike or work stoppage that has occurred
16 or is about to occur. Also on October 13, the HEA and the individually-named
17 respondents filed a separate motion to dismiss on substantially the same grounds. The
18 CERB took both motions under advisement and addresses their merits below.

19 Stipulations of Fact

20 At the outset of the investigation, the parties agreed to the following stipulations:

⁴ The School Committee called two witnesses: Haverhill School Superintendent Margaret Marotta-Smith (Marotta-Smith) and Haverhill Public Schools Director of Technology Doug Russell (Russell). None of the Respondents called witnesses but they did cross-examine the School Committee's witnesses.

1. The City of Haverhill is a public employer within the meaning of Section 1 of M.G.L. c. 150E (the Law).
2. The School Committee is the representative of the City for the purpose of dealing with school employees.
3. Margaret Marotta-Smith is the Superintendent of the Haverhill Public Schools and an agent of the School Committee.
4. Approximately 8,000 students attend the Haverhill Public Schools.
5. The Haverhill Educators Association (HEA) is an employee organization within the meaning of Section 1 of the Law.
6. Respondent Tim Briggs (Briggs) is a member and president of the HEA and sits on the bargaining team. Briggs is employed by the School Committee as a teacher.
7. Respondent Christine Hickey is a member and HEA building representative. Hickey is employed by the School Committee as an educator.
8. The HEA is an affiliate of the Massachusetts Teachers Association (MTA). The MTA supplies field representatives and legal counsel to advise and represent the HEA in certain labor relations matters, including contract administration and negotiations.
9. Jill Coleman is an employee from the MTA and is an MTA field representative assigned to assist the HEA in the capacity described in paragraph 8.
10. The HEA represents employees of the Haverhill Public Schools in four separate bargaining units: teachers, clericals, education support personnel, and security guards.
11. The School Committee employs approximately 808 teachers, 246 educational support personnel, 57 clerks and 10 security guards.
12. The collective bargaining agreement (CBAs) for the teachers' bargaining unit described in paragraph 10 expired on June 30, 2022. The School Committee and the HEA have been bargaining for successor to the teachers' agreement since May 2022.
13. On or about August 31, 2022, the HEA began a "work to rule" action.
14. October 17, 2022 is a regularly-scheduled workday for members of the teachers' bargaining unit.

Findings of Fact

Since May, the parties have met roughly every two weeks for bargaining sessions. All sessions were done in an open bargaining format; members of the public could attend and the proceedings were streamed. Marotta-Smith characterized the negotiations as contentious and boisterous. Counsel for the School Committee served as the School Committee's lead negotiator during successor negotiations.⁵ The Superintendent was also on the bargaining team as were members of the School Committee. As of October 13, the parties were still millions of dollars apart on a wage package and most other issues pertaining to working conditions remained open.⁶ As of the first day of the investigation, the parties had not sought contract mediation pursuant to the DLR's dispute resolution procedures.⁷

In or around the end of August, the HEA began to work to rule.⁸ On or before September 1, the beginning of the 2022-23 school year, Superintendent Marotta-Smith became aware that the HEA was distributing a flyer titled “Work to Rule Rally.” The flyer stated, “Support Haverhill Educators as they begin the School Year without a Contract.” The flyer indicated that the rally was scheduled to take place on September 1 from 4:00

⁵ Attorney David Connelly, who represented the School Committee during these proceedings, took over for another attorney around the end of August.

⁶ The School Committee's bargaining team and HEA had tentatively agreed to the creation of a sub-committee to work on teacher evaluations and had also agreed to some other minor contractual language changes.

⁷ On October 14, 2022, the School Committee filed a petition for mediation and fact-finding with the DLR.

⁸ The School Committee does not allege and there is no basis to find that the work-to-rule action was unlawful in any way.

1 to 5:00 p.m. at Haverhill City Hall. In a red circle on the left side of the flyer, was the
2 phrase “No more business as usual.” To the right of the circle was a bulleted list of what
3 the HEA’s demands consisted of, i.e., Fair, professional compensation; Safe working and
4 learning environment; Commitment to diversity, equity, inclusion and racial justice; and
5 Reasonable class sizes and work loads. The flyer had a QR code that, when scanned,
6 led the viewer to a URL called “actionnetwork.org,” an HEA-sponsored webpage. The
7 School Committee provided a screenshot of the webpage, which included a petition that
8 viewers could sign on-line to support fully funding the schools and “give our kids the
9 resources they deserve.” The page also included the phrase “No More Business as
10 Usual.”⁹

11 Several weeks later, on September 20, 2022, a group called Student4Teachers
12 (SFT) held a walkout to demonstrate support for the teachers’ contract demands. Marotta-
13 Smith became aware of the walkout on the Friday before the Tuesday it was scheduled
14 to take place. In particular, she became aware of an Instagram account that posted a
15 flyer for the walkout.¹⁰ In small print under the headline “STUDENT LED WALKOUT,” the
16 flyer stated, “not a school sanctioned event; student participate at own risk.” Under the
17 heading “What can I do for help,” the flyer included “Attending the walk-out on 9/20 during
18 C-block with signs; sign a petition, write a letter to the School Committee expressing your

⁹ At some point Marotta-Smith was provided with a similar HEA flyer that she believes teachers were handing out while picketing. Its headline was “Support our Students by Supporting our Educators,” including the “No More Business as Usual Logo” and included the demands. Marotta-Smith did not, however, see any teachers handing out this flyer. The flyer led to the same action network webpage described above.

¹⁰ Marotta-Smith believed that a student may have shared the flyer with her.

1 concern; and “treat your teacher with respect.” The student flyer also had a QR code that
2 led to the Action Network URL referenced above.

3 Sometime before September 20, SFT posted a lengthier post on Instagram in a
4 question-and-answer format about the student walkout. Each question was posted on its
5 own page and had a separate answer on the same page. The questions included, “How
6 do I get involved;” “I’m still not convinced on walking out. How else can I help?; “Can we
7 get in trouble for walking out?” The response to this question was:

8 This walkout is NOT a school sanctioned event. Therefore, it is possible,
9 albeit, unlikely that students could be punished. However, the lead
10 organizers of SFT (students, just like you) are 100% prepared to accept any
11 and all consequences for the walkout.

12 As long as there is an overwhelming turnout, and individual students are
13 protesting *peacefully*, punishment for participating will be *almost*
14 *impossible*. Spread the word so more people attend.

15
16 Other questions included, “What exactly are we walking out for again?;” and “Why can’t
17 the teachers walkout for themselves?!” The response to this question was:

18 While SFT is planning this walkout in support of Haverhill educators, we are
19 working completely independent from the HEA or any HHS staff.

20
21 This is because our teachers are currently unable to go on strike for
22 themselves. In fact, teachers technically aren’t even allowed to *talk* about
23 the situation with students. Because teachers are unable to fully make this
24 statement for themselves, it’s up to us as student to support them by walking
25 out.

26
27 The response to the question “Who’s running this thing?” was as follows:

28
29 Students for Teachers, as the name suggests is fully organized by a large
30 group of Haverhill High upperclassmen concerned with the struggle our
31 teachers have been facing. The specific names of our lead organizers are
32 not being shared publicly at the moment.

33
34 **SFT has **zero** affiliation with the Haverhill Educators Association (HEA) or
35 any staff members of Haverhill High. We ask that you keep any staff as
36 uninvolved in our efforts as possible.**
37

1 Around October 5, Marotta-Smith began hearing rumors of a possible strike. She
2 heard these rumors from several different sources, including principals, School
3 Committee and bargaining team members Scott Wood and Paul Magliochetti, the mayor,
4 Haverhill's police chief, police officers and Haverhill state representative Vargas. In
5 particular, at a meeting that Marotta-Smith held with school principals around October 6
6 or 7, she asked them if they had heard any rumors about a strike. Over half of them
7 raised their hands. Marotta-Smith did not, however, inquire further about the source of
8 those rumors, although she believed the information came from staff members informing
9 the principal.¹¹ Representative Vargas told Marotta-Smith that he had heard there was
10 going to be a strike vote.

11 Around the same time, Marotta-Smith became aware that the HEA, through "Action
12 Team co-chairs" Hickey and Cliff Ashbrook (Ashbrook)¹² were sending emails to its
13 members regarding "Bargaining Crisis Meetings."¹³ The emails covered a variety of
14 topics, including "One on One conversations with colleagues," which asked anyone who
15 attended an October 3 meeting in the HHS library to send Ashbrook updates as soon as
16 possible and to reach out to Ashbrook or Hickey with any questions. The next email or
17 post referenced an open bargaining session on October 11, noting that the previous
18 session on October 3 had been cancelled. The email stated "It is time for every one of

¹¹ Marotta-Smith also became aware that there were similar rumors in the Lawrence and Malden school districts. She has spoken to leadership in those districts about those rumors.

¹² Ashbrook is a high school teacher.

¹³ Marotta-Smith testified that she became aware of these emails in a variety of ways, including having hard copies slipped under her office door.

1 us to show up and demand to be taken seriously. We must come together to prove that
2 it is **No More Business as Usual.**" (Red font and boldface in original).

3 The email included other information, regarding how long the teachers had been
4 working without a contract (26 days), and asked members to sign a "Petition for a Fair
5 Contract." ¹⁴ The post was signed, "In solidarity" by Hickey and Ashbrook, "Action Team
6 Co-chairs."

7 An email dated October 4 notified members that "Over the next two weeks, the
8 Action Team will be hosting daily building based meetings with a representative from the
9 HEA Executive Board and MTA staff members." It continued, "We know you may have
10 questions and concerns and it is time for answers." The email further stated that it is
11 "vitally important that all union members attend their building meeting." What followed
12 was a table containing the dates of, and the location time and name of the HEA and MTA
13 persons attending each of the fourteen meetings taking place at various times on October
14 5, 6, 7, 11, 12 and 13. No dates were scheduled for October 10 or October 14. ¹⁵ President
15 Briggs, Liz Briggs and HEA Vice President Barry Davis (Davis) were the HEA
16 representatives listed on the chart; Briggs was scheduled to speak at seven of the
17 meetings. Eight MTA representatives were listed as attending one or more meetings,
18 including Coleman.

¹⁴ The petition appears to have been accessible via a hyperlink on the webpage.

¹⁵ As described below, an MTA information meeting was scheduled on October 10 in the gym (for the lower schools) and the art room (for upper school). The single meeting on October 13 was scheduled for 4:00 p.m., in-person and via Zoom, after the MTA information meetings scheduled for 3:30 and 3:40. The MTA meetings scheduled for October 12 were similarly scheduled for times that did not conflict with the building meetings scheduled by the Action Team.

1 As a result of hearing rumors regarding strikes, Marotta-Smith informed the Police
2 Chief of the potential for the strike action. On October 7, she also spoke to Captain
3 Doherty and other officers about the potential for strike action. Marotta-Smith informed
4 these members of the police department so that they could make preparations, if needed,
5 should school need to be canceled or if other arrangements for children needed to be
6 completed.

7 In an effort to obtain the actual dates of the strike, Marotta-Smith instructed her
8 leadership team to keep an eye open for any documents they might come across
9 regarding a possible strike action or what might come next. She also instructed Russell
10 to run queries on school emails with the search terms "HEA" and "strike."

11 Starting around October 5, Russell searched the Haverhill Public Schools "Google
12 workspace," which included employee emails, Google Meets, Google Chats and the
13 schools' backup servers. He ran the search about four times but did not come up with
14 anything relevant to an HEA strike action until October 11, when he discovered a five
15 page document titled "MAD-Crisis FAQ" (FAQs) on Hickey's Google drive.¹⁶ The "xml"
16 files that were generated as a result of this search reflects that Hickey shared the
17 document to her school Google drive from her personal Gmail address and gave herself
18 permission to edit the file.¹⁷ The xml files also reflect that the document was created on
19 September 27 and modified on October 11. The xml files stated that the original owner of
20 the FAQ document had an email address that was the same email address that Briggs

¹⁶ A copy of this document is attached to this decision as Appendix 1. The record does not reflect what "MAD" stands for.

¹⁷ Russell explained that xml file is a way to track file data visually, including but not limited to such information as when a file is created, modified, shared and unshared.

1 used when corresponding with Russell as HEA president, however, Russell testified that,
2 due to technology, he could not testify with 100% certainty that the FAQ document came
3 from Briggs. As of October 13, the FAQs document had been removed from Hickey's
4 Google drive. Russell explained that the removal was a result of the original owner no
5 longer sharing the document.

6 At the top of the FAQs was the bolded statement, **DOCUMENT FOR UNION**
7 **MEMBERS ONLY, NOT TO BE POSTED.** Beneath that, it stated "General Information
8 and Common Concerns regarding "Right to Strike Legislation." Beneath that, the
9 heading stated "For inspiration" and included what appears to be a hyperlink to a talk
10 that Brookline Educators Union (BEU) President Jessica Wender-Shubow gave in 2022,
11 titled "No More 'Normal.'" The heading quoted Wender-Shubow as stating, "Return to
12 Normal? Normal was awful. It's time to be bold."

13 Virtually every one of the FAQs pertained to strike action by teachers, but there
14 were no express references to the HEA, HEA leadership, or Haverhill schools. The FAQs
15 repeatedly acknowledge that strikes are unlawful, but, relying on its description of the
16 2022 BEU strike by the BEU as well as other teacher strikes from 2019-2022, emphasized
17 that it was unlikely that there would be negative monetary or job-related consequences if
18 teachers went on strike and that the penalty for most strikes is typically a monetary one
19 leveled against the union, not individual educators.¹⁸ Notably, the FAQs contained many
20 of the same questions and answers that the BEU had distributed to its staff prior to the
21 Brookline teachers going out on strike, including questions regarding the consequences

¹⁸ See Brookline Educators Union, 48 MLC 307, SI-22-9294 (May 12, 2022) (Brookline).

1 of striking, e.g., can strikers be arrested or fired or lose pay; what to say to families about
2 the strike and how to support families during the strike; and the timelines of previous
3 strikes. With respect to strikers losing their job, the FAQs indicated that not one teacher
4 who had participated in the Brookline, Andover, Sharon and Dedham strikes (all of which
5 had taken place in the past three years) had lost their jobs. With respect to losing a
6 teaching license, the FAQs state, “In 100 years of unlawful educator strikes in Mass it has
7 never happened (including nurses and related service providers).” Regarding loss of pay,
8 the FAQs referenced “MTA Crisis Support” and stated in part:

9 If your pay were docked, for full members who help with organizing the MTA
10 has a crisis support fund that will reimburse up to one-half of the net pay to
11 a maximum of \$5000 that is available per application. . . .

12
13 Negotiations over loss of pay (or not) are part of the process. *Not penalizing*
14 *participants can be made a condition of coming back to work.*

15
16 **IMPORTANT:** you need to be a dues-paying union member who
17 contributed to organizing activity to get funds from the strike fund.

18
19 In response to a question, “What would it cost for a non-member to join
20 now?” the FAQs indicated, “Dues are roughly \$40 a pay period for Teachers and
21 \$20 a pay period for ESPs.”¹⁹

22 The FAQs also included a timeline regarding an upcoming strike action and stated:

23
24 The vote will happen on Friday, October 14 to authorize an open ended
25 strike beginning on Monday October 17 (should the district fail to bargain a
26 fair settlement with the Union before the 17th).
27

¹⁹ Marotta-Smith testified that Haverhill is somewhat unusual in using the term “ESP” to refer to paraprofessionals. We note that the FAQs in Brookline asked, “What will it cost for a para to join now?” 48 MLC 307 at Appendix 1.

1 In response to another question of “How much detail can I give,” the FAQs stated
2 that “By the evening of Friday, 10/14, the plans will be public and the press team will be
3 active.”

4 Other statements that appear under the heading “Strategy and Timing” included
5 the following statement that also appeared in the Brookline FAQs:

6 Strong unions have an ongoing internal communication structure that
7 enables them to find out if a super majority supports going out on strike
8 *before* they call any vote. If that readiness of the membership has been
9 tallied in a decentralized way, an open vote . . . is then held very close to
10 the time of the strike. Otherwise, the district will have time to use anti-worker
11 law to get an injunction.

12 The FAQs further stated:

13
14 We are voting on Friday, October 14th. The thinking being that this gives
15 the bargaining teams time to reach a settlement prior to the strike ever
16 starting. We would like to avert a strike if possible and hope the district has
17 the same good faith approach to the crisis.

18
19 In terms of what members were expected to do during a strike, the FAQs stated
20 in part that “members report to their typical or assigned worksites as they would on a
21 normal day, this time we do not enter the buildings.” The answer to a similar question
22 was, “Strikers support the union and the action full time by walking picket lines, attending
23 rallies, community canvassing, and supporting the strike in other ways (communications,
24 planning, and any creative activity members can come up with.” In response to the
25 question of what things were in place to support those children who rely on school for
26 safety and necessities like food?” the response was “It’s like a snow day. If the school
27 district chooses to arrange something, they can do that without the labor of school
28 employees and those exercising solidarity with the collective action.”

29 On October 11, 2022, the parties held an open bargaining session. They did not
30 reach an agreement on a contract. There was some movement on wages, however, and

1 they agreed to a change in language regarding teacher evaluations. At the meeting,
2 Connelly asked Briggs whether the HEA was planning a strike. According to Marotta-
3 Smith, Briggs became angry at the question and began to talk about other issues. He
4 did not say yes or no to Connelly's question. Connelly asked the question again and the
5 crowd of observers began to chatter and angrily yell. Briggs began to respond, but
6 Coleman interrupted stating that they would not answer the question and also began
7 addressing other non-monetary proposals. At no point did the MTA or any HEA
8 representative disavow strikes in general.

9 At some unspecified date, the HEA put out a flyer announcing MTA information
10 meetings on October 12 and 13. The flyer did not indicate what the meetings were for.

11 Sometime between October 10 and October 12, Marotta-Smith became aware of
12 a flyer announcing "Rolling Rallies" taking place on Saturday, October 15 at Haverhill
13 City Hall at 1:00 p.m. and Malden City Hall at 4:00 p.m.²⁰ Underneath the headline was
14 the statement "Educators across the northeast have had enough." The flyer announced
15 that guests at the 4:00 p.m. rally would be MTA president Max Page and NEA President
16 Becky Pringle. Below that were the logos of the HEA and the Malden Education
17 Association. A QR code on the left of the flyer leads the viewer to a website that
18 contained a form to fill out if they were planning to attend the rallies.

19 On October 13, Russell performed an additional search of the Haverhill School's
20 server using the search terms "strike," "HEA," and "vote." The search generated a

²⁰ Marotta-Smith believed she may have received the flyer in a text message. She also believed that it appeared on the HEA's Facebook page.

1 document titled "All Member Meeting, Friday October 14th 4:30 PM, Meeting
2 Expectations." The document stated:

3 Hello HEA Members:

4 On Friday, October 14, at 4:30 PM we will be having an ALL MEMBER
5 meeting. Due to the confidential nature of this meeting, we be operating on
6 a different set of rules from our normal expectations for Zoom.
7

8 After explaining how to be admitted into Zoom and that cameras must be turned
9 on, it explained how voting would take place, i.e., that all voting would be public, that they
10 would be using a green square and a red X in the Zoom reactions menu to vote, and
11 provided further explanation of how to find these features on a computer or smart phone.

12 The xml files for this document reflects that an individual with the email address
13 *barrydavishea@gmail.com* created the document on October 11, 2022. Russell testified
14 to his belief that based on the name in the email, this was the private email account of
15 Union Vice President Davis.²¹ The xml files demonstrate that this file, titled "All Member
16 Meeting Expectations" was shared it with Hickey at her Haverhill school email address
17 and that the document was modified on October 13, 2022. The document was then
18 unshared later that night.²²

²¹ The HEA did not rebut Russell's presumption that the email address, which included Davis's full name, with the suffix "HEA" belongs to Vice President Davis. We find that it does.

²² Russell also testified that early in the morning of October 14, someone who asked to remain anonymous shared an email to his personal email address. That email and its attachment, which is a letter on HEA letterhead, dated October 13, 2022, discussed, among other things, the October 14, 2022 "All Membership Meeting" and contained a hyperlink to the "Meeting Expectations" meeting set forth above. Because this document does not provide much information regarding the meeting beyond what is already in the Meeting Information document, we allow it in only for purposes of demonstrating that the Meeting Expectations document was emailed to HEA members on October 13.

Ruling²³

Section 1 of the Law defines a strike as:

A public employee's refusal, in concerted action with others, to report for duty, or his [or her] willful absence from his [or her] position, or his [or her] stoppage of work, or his [or her] 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 immediately preceding the alleged strike . . .; provided that nothing herein shall limit or impair the right of any public employee to express or communicate a complaint or opinion on any matter relating to conditions of employment.

Section 9A(a) of the Law states:

No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by such public employees.

As in our Brookline ruling issued just five months ago, the issue before the CERB is whether there is sufficient evidence to determine that an illegal strike within the meaning of Section 1 of the Law is about to occur and that the strike has been and is being induced, encouraged and condoned by the respondent labor organizations and the named individuals. The School Committee, pointing out the many similarities between the evidence that it has presented during the investigation and the evidence the CERB relied upon in finding a violation of Section 9A in Brookline, urges the CERB to find that the Law has been violated as alleged and to take immediate steps to enjoin the unlawful action. The Respondents, having put on no evidence or witnesses, did not rebut any of the evidence that the School Committee presented but argued, both in their respective motions to dismiss and during the investigation, that the School Committee

²³ The CERB's jurisdiction is not contested.

1 has presented insufficient evidence to support any finding that links the Respondents to
2 an upcoming strike vote or strike. We disagree with the Respondents and determine, in
3 accordance with Section 9A of the Law and 456 CMR 16.03(2)(c), based on the evidence
4 presented by the School Committee, the only party that presented evidence in this
5 proceeding, that a strike is about to occur.

6 First, as in the prior Dedham, and Boston Teachers Union strike rulings, the
7 evidence of an upcoming strike was presented in the context of contentious successor
8 contract negotiations in which the parties were either at a standstill or far apart in their
9 negotiations. See Dedham Education Association, 46 MLC 76, SI-19-7658 (October 24,
10 2019); Boston Teachers Union, Local 66, et. al. 33 MLC 133, SI-07-272 (January 18,
11 2007) (BTU) *aff'd*. 74 Mass. App. Ct. 500 (2009), *further appellate rev. den'd*, 455 Mass.
12 1102 (2009), *pet, for cert. den'd* 599 U.S. 992 (2010). In this case, the parties were
13 millions of dollars apart in their wage offers and the HEA was very public about its
14 frustration with the contract negotiations. It held open bargaining sessions that were
15 described as boisterous and contentious, had been engaged in a work to rule action for
16 almost two months and held a rally in support of this lawful action. It also created a
17 website that could be connected via a QR code that appeared not only on its own flyers,
18 but flyers posted by students, which enabled the public to sign a petition to express
19 support for the HEA's demands. Notably, the language on these flyers contained
20 language expressing the HEA's dissatisfaction and frustration with the process, such as
21 the phrase/logo that appeared on most of its literature, "No More Business as Usual" and
22 the statement on the Rolling Rally flyer that "Educators across the northeast have had
23 enough." Further, the heading of the FAQs, which devoted many of its questions to

1 persuading bargaining unit members that they would suffer minimal, if no consequences
2 for participating in an unlawful strike, quoted the BEU president's statement, "Return to
3 normal? Normal was awful. It's time to be bold" as "inspiration" for participating in a
4 strike. In Dedham, the CERB noted the strong similarities between what the CERB in
5 BTU decision had deemed incendiary messages to induce or encourage work
6 stoppages, such as "We're not going backwards," and "That's unacceptable," with
7 statements made by the union president in Dedham like "What options are left for us?"
8 and "Enough is enough." Dedham, 46 MLC at 80 (citing BTU, 33 MLC at 137). Here, the
9 public information that the HEA published contained language that expressed similar
10 frustration, anger and dissatisfaction with the process and progress of negotiations.

11 The timing of the HEA's and MTA's actions in this case are also significant to our
12 ruling here, particularly with respect to the strong similarities to the timing of the BEU's
13 actions. As set forth in the Brookline decision the BEU started to have meetings with its
14 members in the two weeks preceding the scheduled strike vote. While the BEU meetings
15 were described as "Logistics" meetings, or "Strike School," see 48 MLC at 309, here, the
16 HEA, most likely trying not to repeat the open strike planning that the BEU engaged in,
17 instead held multiple meetings titled "Building Crisis" meetings and the MTA held more
18 generically titled "Information Meetings" in the analogous timeframe, i.e., up to, but not
19 including, the day the strike vote referenced in the FAQs. Although the record does not
20 contain any information as to what those meetings were about, we note that at the time
21 these meetings were taking place, the bargaining session of October 3 had been
22 cancelled with another one scheduled for October 11. Although it is clear that the HEA
23 did not believe that bargaining was going well, there is no explanation as to why there

1 was a need for almost daily “bargaining crisis” meetings or MTA information meetings at
2 this particular point in the bargaining process.²⁴ Notably, neither the MTA nor the HEA
3 offered an explanation, arguing, correctly, that unions have a right to meet with their
4 members. However, without any explanation of what the crisis was or the information
5 that was being provided, the timing of these meeting coupled with the timeline set forth
6 in the FAQs leads us to infer that these meetings, as in Brookline, were at least partly to
7 discuss and plan an upcoming strike.

8 We also infer that a strike vote is scheduled for October 14 from the fact that the
9 HEA and the Malden Education Association have scheduled a “Rolling Rally” for the very
10 next day. In Brookline, the BEU organized a “solidarity rally” for the first Saturday
11 following the strike vote. 48 MLC at 309. Given the fact that the FAQs are largely drawn
12 from the Brookline FAQs and that the Brookline strike is elsewhere referenced therein
13 both for inspiration and information, we infer from the timing of the October 15 Rolling
14 Rally, that a strike vote is scheduled to take place the day before the rally, or on October
15 14.

16 We finally infer that a strike vote is scheduled for October 14 from the October 13
17 “All Members Meeting” document that originated from Davis’s email address and was
18 sent to Hickey’s school email account, and which described how bargaining unit
19 members would be voting during a Zoom meeting scheduled for October 14 at 4:30 pm.

²⁴ While not as compelling, we further note that the HEA’s use of the term “crisis” mirrors that the FAQs’ reference to the “MTA Crisis Support Fund”, which, as described compensate due-paying strikers for a percentage of their lost wages. See also Springfield Educators Association et. al., 23 Mass 233 (ASF-2143 et al) (April 23, 1997) (explaining that the MTA’s “Statewide Crisis Committee” was for the purpose of discussing the desirability of engaging in a state-wide strike).

1 .Although the word “strike” does not appear in that document, this is not surprising given
2 evidence presented during the strike investigation that Superintendent Marotta had
3 asked Russell to search the school’s computer files for the terms “strike” and “HEA.”
4 Nevertheless, the timing of the vote – October 14-, the same day as the strike vote
5 referenced in the FAQs, coupled with references to the “confidential nature” of the
6 meeting and the steps taken to keep that meeting confidential, lead almost inexorably to
7 the conclusion that a strike vote is due to take place on October 14 at 4:30 p.m. via Zoom
8 among the HEA teachers, clericals and ESPs. Again, neither the MTA nor the HEA have
9 offered an alternative explanation for the imminent vote.

10 In finding that a strike is about to occur, we are mindful that the FAQs in this case,
11 unlike in Brookline, cannot be directly attributed to either the HEA or the MTA. However,
12 the specificity of the strike timeline set forth in the FAQs, when viewed in light of the fact
13 that the FAQs were shared to Hickey’s Google drive from someone with the same email
14 address that Briggs has used as Union president, along with the October 13 “All Member
15 Meeting” document, which was shared by Vice President Davis to Hickey’s Google drive,
16 provides a sufficient tie between the FAQs and the HEA to satisfy us that the HEA were
17 involved in planning a strike vote among Haverhill school employees that will take place
18 in accordance with the information set forth in the FAQs, as confirmed by October 13 “All
19 Member” document.

20 We are also mindful that just because a strike vote is about to take place does not
21 necessarily mean that a strike is about to occur. However, as emphasized in BTU and
22 reiterated in Dedham and Brookline, there is a closeness in time here between the strike
23 vote and the planned strike, which as the FAQs explain, was deliberately designed to

1 prevent the CERB from taking action at a time when it would be meaningful to do so.
2 Further, the FAQs contain the same language as in Brookline, that there would be no
3 strike vote in the absence of an “ongoing internal communication structure that enables
4 them to find out if a super majority supports going out on strike before they call any vote.”
5 Given the number of HEA meetings in the past two weeks, and the Rolling Rally planned
6 for October 15, it is reasonable to presume that the HEA has been gathering this
7 information and is ready to go forward. We find that this evidence, viewed as a whole,
8 and coupled with the fact that as of the investigation, Marotta-Smith had been in touch
9 with law enforcement officials regarding the possibility of a strike, demonstrates a
10 “situation where action by employees organizations, their officials or members
11 demonstrate that an actual threat of a strike exists so that public officials could
12 reasonably engage in contingency planning to prevent the interruption of public
13 services.” Brookline, 48 MLC at 310 (citing BTU, 33 MLC at 137). See also Labor
14 Relations Commission v. Fall River Education Association, 382 Mass. 465, 471, fn. 7
15 (1981) (stating that a hearing officer would be warranted “in drawing an inference
16 adverse to an employee organization from its failure to present information from its
17 officers or other persons available to it”).

18 Having found that a strike is about to occur, we turn to the issue of which of the
19 Respondents are inducing, encouraging or condoning a strike in violation of the Law.
20 We deny the MTA’s and the HEA’s respective motions to dismiss as to all Respondents.
21 First, for the reasons set forth in the preceding analysis, we find that the HEA is inducing,
22 encouraging and condoning a strike.

1 Second, based on Hickey's involvement with the FAQs and All Members' Meeting
2 document and her role and conduct as Action Committee co-chair, we find that she is
3 inducing, encouraging and condoning a strike. We dismiss the petition as to Hickey in
4 her individual capacity, however, as there is no evidence that her conduct as Action
5 Committee co-chair or her involvement with the FAQs and All Member meeting
6 document were done in anything other than her official Union capacity. Nor is there
7 evidence that she actually participated in the strike. See Brookline, 48 MLC at 310
8 (dismissing petition as to BEU president in her individual capacity). Compare Hanover
9 School Committee, 15 MLC 1182, SI-217 (September 27, 1988); Northeast Metropolitan
10 Regional Vocational School Committee, 13 MLC 1213, SI-190 (October 17, 1986)
11 (finding individual liability for union officers who participated in strike or picketing).

12 We also find that the MTA was inducing, encouraging and condoning the strike.
13 Given the opportunity at the investigation, it failed to disavow any upcoming strike action
14 and Coleman, when asked directly, refused to answer whether a strike was about to
15 occur. Further, the MTA was scheduled to hold information meetings in the two days
16 immediately preceding the October 14 strike vote referenced in the FAQs. The FAQs
17 also reference the MTA Crisis Support Fund as a way for strikers to be compensated for
18 lost wages. And even though we do not know for certain who authored the FAQs
19 document, it is reasonable to assume that a single local did not draft this comprehensive
20 document discussing strikes across the state, but this was a template drafted such that
21 different locals could tailor it to their particular situation. Notably, the FAQs repeatedly
22 reference the Dedham and Brookline decisions as examples of recent strikes. Both the
23 Dedham Education Association and the BEU, like the HEA, are MTA affiliates. Dedham

1 Education Association, 46 MLC at 76; Brookline, 48 MLC at 307. Finally, the MTA
2 president and the NEA president are both scheduled to speak at the Rolling Rally on the
3 Saturday after the strike vote. Viewed in their totality, these facts are sufficient for us to
4 conclude that the MTA is also inducing, condoning and encouraging a strike in violation
5 of the Law.

6 We finally find that Briggs, in his capacity as HEA president, was inducing,
7 condoning and encouraging a strike based on the strong likelihood that he shared the
8 FAQs document with Hickey, his failure to disavow the strike when asked if the HEA was
9 planning a strike; and the fact that he spoke on behalf of the HEA Executive Board at
10 seven of the Bargaining Crisis meetings, which we have found were convened at least
11 in part to discuss and plan the strike action. We do not find him individually liable for the
12 same reasons that we did not find Hickey individually liable.

13 Conclusion

14 For the foregoing reasons, we conclude that the HEA and the employees it
15 represents are about to engage in a strike in violation of Section 9A of the Law and that
16 the MTA, the HEA, the HEA's officers and Hickey and Briggs, in their official capacities,
17 are inducing, encouraging and condoning such action in violation of Section 9A of the
18 Law. Accordingly, pursuant to Section 9A(a) and (b) of the Law, we issue the following
19 Order.

- 20 1. The HEA and its officers and the employees it represents, and Hickey and Briggs,
21 in their official capacities, shall immediately cease and desist from engaging or
22 threatening to engage in a strike or work stoppage, slowdown or other withholding
23 of services.
24
- 25 2. The MTA, the HEA and its officers and the employees it represents, and Hickey
26 and Briggs, in their official capacities, shall immediately cease and desist from
27 inducing, encouraging, or condoning any strike, work stoppage, or other withholding

1 of services, either directly or through surrogates. The MTA and the HEA shall not
2 permit its officers to encourage, condone, or induce any strike, work stoppage,
3 slowdown, or other withholding of services.
4

5 3. The MTA, the HEA and its officers, and Hickey and Briggs, in their official capacities,
6 shall publicly disavow and disclaim any strike vote that may have taken place
7 between the conclusion of the strike investigation and this Order, the planned strike,
8 work stoppage, slowdown, or other withholding of services and any and all other
9 illegal strike activity. The MTA, the HEA and its officers and the employees it
10 represents, and Hickey and Briggs in their official capacities shall immediately notify
11 all employees it represents of said public disavowal and disclaimer immediately
12 upon receipt of this order, using all of its usual means of communicating with its
13 bargaining unit members.
14

15 4. The HEA and its officers shall immediately, upon receipt of this order, cancel any
16 scheduled strike vote or strike and refrain from scheduling any further strike vote in
17 connection with the same bargaining dispute. The HEA and its officers shall
18 immediately notify all employees it represents that it has cancelled the strike vote
19 immediately upon receipt of this order, using all of its usual means of
20 communicating with its bargaining unit members.²⁵
21

22 5. The HEA and its officers and Hickey and Briggs, in their official capacities, shall
23 take any necessary steps to notify the employees whom it represents of their
24 obligation to fully perform the duties of their employment including the obligation to
25 refrain from any form of a strike or work stoppage. Such notification shall be
26 completed immediately upon receipt of this order and shall entail all of its usual
27 means of communicating with its bargaining unit members.
28

29 6. The HEA and its officers and Hickey and Briggs, in their official capacities, shall
30 take any and all necessary steps to inform the employees whom the HEA
31 represents of the provisions of Section 9A(a) and (b) of the Law and the contents
32 of this order. Such notification shall be completed immediately upon receipt of this
33 order and shall entail all of its usual means of communicating with its bargaining
34 unit members.
35

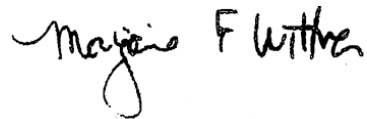
36 7. The MTA, the HEA, and its officers and Hickey and Briggs, in their official capacities,
37 shall notify the DLR in writing of the steps taken to comply with this Order by no
38 later than Sunday, October 16, 2022, at 9:00 a.m.
39

²⁵ As stated above, on October 14, 2022, after the CERB reconvened the strike investigation to take additional evidence, the CERB issued a ruling from the bench at or about 4:15 p.m., that the HEA was about to engage in a strike in violation of Section 9A of Chapter 150E and that the HEA was inducing, encouraging and condoning such action in violation of Section 9A of the Law. The CERB issued an order from the bench, as to the HEA, to immediately comply with the contents of this paragraph.

- 1 8. The HEA and the School Committee shall immediately initiate or resume
2 negotiations to resolution or impasse over the issues that separate them and utilize
3 the procedures for resolving disputes provided in their collective bargaining
4 agreements and M.G.L. c. 150E.
5
6 9. The MTA, the HEA, and its officers and Hickey and Briggs, in their official capacities,
7 shall appear as required by the CERB for a proceeding to determine compliance
8 with this Order.
9
10 10. The DLR shall retain jurisdiction of this matter to set further requirements as
11 appropriate.

SO ORDERED

COMMONWEALTH OF MASSACHUSETTS
COMMONWEALTH EMPLOYMENT RELATIONS BOARD



MARJORIE F. WITTNER, CHAIR



KELLY STRONG, CERB MEMBER

Appendix 1

DOCUMENT FOR UNION MEMBERS ONLY, NOT TO BE POSTED

General Information and Common Concerns regarding [Right to Strike Legislation](#)

For inspiration: [No More "Normal"](#) *"Return to normal? Normal was awful. It's time to be bold."*

[Brookline Educators Union President Jessica Wender-Shubow / 2022 Labor Notes, At 25:00](#)

[How Brookline Won](#)

[Why Strikes Matter](#)

FREQUENTLY ASKED QUESTIONS

| Primary Considerations | |
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| Are strikers arrested? | No, Massachusetts learned a long time ago that arresting educators was not a good public relations look. The penalty for strikes is typically a monetary one leveled against the union, not individual educators. |
| Does a striker risk their job? | In Massachusetts, public sector employee strikes are unlawful. Accordingly, educator strikes do carry risk. However, there is power, and protection, in the unity of large numbers of people. In the last three years (Brookline, Andover, Sharon, Dedham), not one person lost their job, and return to work protections were negotiated. We all come back to work, or we all don't. |
| What if a teacher doesn't have professional status? | Any return to work would include a negotiated non-retaliation clause. If the district is threatening anyone's job, we won't end the strike. An injury to one is an injury to all. |
| What is the legal process surrounding a strike? | The district files a petition with the state labor board to stop the strike. The Labor Board will ask the courts to issue an order for the strikers to stop and go back to work. Strikers would be unlikely to follow such an order until their demands were met. The Labor Board would then need to file an injunction in the courts to halt the strike, the courts (in order to enforce the injunction) would levy a fine against the union (and possibly union leaders) in order to apply pressure to the union to end the strike. Short answer: the courts seek financial penalties against the local, not individual members. |
| Will a striker lose their teaching license? | In 100 years of unlawful educator strikes in Mass it has never happened (including nurses and related service providers) |
| Is there some sort of negative consequence to participating in a strike for a para who is currently applying for teaching positions? | If we are unified as a membership, the odds are very small that any individual will ever be singled out in the future. If there were ever a case of this happening, we organize and fight. |
| What about Special Educators and other personnel who have time-sensitive paperwork that must be completed by law? | Consider a snow day - timelines are paused when there is no school due to a snow day; this is no different. The Union needs to hear if any member is being unduly burdened upon a return to work. The 30 and 45 timelines are SCHOOL days, so the timeline is pushed out however many days we are not in school. There should be no "lost time" and therefore, no extra burden placed on educators. |

PAY, BENEFITS, LOST DAYS, etc.

| | |
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| Do they lose pay? | <p>1) MTA CRISIS SUPPORT</p> <p>If your pay were docked, for full members who help with organizing, the MTA has a crisis support fund that will reimburse up to one-half of the net pay to a maximum of \$5000 that is available per application. ("Net pay" is the paycheck amount after federal and state taxes and other contributions have been deducted.)</p> <p>Negotiations over loss of pay (or not) are also part of the process. <i>Not penalizing participants can be made a condition of coming back to work.</i></p> <p>IMPORTANT: you need to be a dues-paying union member who contributed to organizing activity to get funds from the strike fund. The Strike Fund is not like a paycheck. Applications would be processed after final terms of any loss of pay were in place .</p> <p>The Fund request for financial assistance can only be made for "permanent loss" in wages, after the eligible member has exhausted all formal and legal remedies available to them to recover lost wages.</p> <p>Long-term substitute teachers, while not part of the union, will be considered when the terms of any resolution to a strike are being negotiated.</p> |
| Do strikers have to make up the lost days at the end of the year? | Yes, most likely, though the way in which we do it is generally a topic of conversation in 'return to work' discussions. |
| Would an educator enter an absence in their school system or notify our school in any way? | No. |
| How would missed days affect retirement? | If someone went out on strike and suffered loss of pay due to it, i.e. days were not made up, then, yes, it would affect their three year average |
| How would engaging in a strike affect health coverage? | Health insurance is paid at least a month in advance (and over the course of the year to cover the entire summer). Our bargaining rights around health care benefits are governed by a law called Section 19 which covers all employees in town, not just the schools. The School Committee cannot interfere with the benefits of any active employee. The contract on health insurance is negotiated by all of the town and school unions via a Public Employee Committee. |
| What would it cost for a non-member to join now? | Dues are roughly \$40 a pay period for Teachers and \$20 a pay period for ESPs. |
| WHAT WILL HAPPEN DURING THE STRIKE? | |
| What is the timeline for our vote/action? | The vote will happen on Friday, October 14 to authorize an open ended strike beginning Monday, October 17 (should the district fail to bargain a fair settlement with the Union before the 17th). |
| What happens on strike day(s)? | Members report to their typical or assigned worksites as they would on a normal day, this time we do not enter the buildings. Before strikes |

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| | happen, unions have every hour scheduled for member participation. Members participate together as if it were a contractual workday. Together, they are consistent and visibly unified in their values, message, project, and determination not to give up. |
| What is expected of members to do during a strike? | Strikers support the union and the action full time by walking picket lines, attending rallies, community canvassing, and supporting the strike in other ways (communications, planning, and any creative activity members might come up with.). Each building captain will have a structured schedule for each day out on the line. |
| What will we do to support families who are needing support or who need child care? | We cannot assume responsibility for children. However, in the past, unions have worked with community members to organize services for members, and many community members are willing and able to staff childcare, people's schools, etc. |
| What if MCAS is scheduled on days during a strike? | This is a matter for the District to handle. Imagine if there were a hurricane - same thing, the District has to make a plan. |
| What about children with special needs? | This is a matter for the District to handle. Imagine if there were a hurricane, except this is one of the district's own making - same thing, the District has to make a plan |
| What will the Union agree to at the table? | The School Committee refuses to address working conditions categorically and wants to be able to change them at will. We need agreements on working conditions to settle this contract in addition to fair compensation increases. |
| Did Dedham, Andover, or Brookline educators lose any pay when they had a strike? | No. Part of their Return to Work agreement was to make up any loss in learning time and thus make up any loss of pay. |
| How can we be assured that if the strike goes on for a while that the membership will be listened to and surveyed for feedback? How long do we anticipate? | The CAT has been working hard to ensure that robust communication structures are in place in the event of an action. How long the action will last will depend on the school committee's willingness or unwillingness to address working conditions. |
| What if we are supposed to be out on Monday? Family member important doctor appointment? Do we show up for strike later in the morning? | Yes, please come when you can! It is critically important to keep the commitment of members, in large numbers visible. Building and picket captains will be keeping attendance for each building. If you are not on the line we will be reaching out to make sure everything is okay. |
| Can we arrange shared childcare for members who need to bring children to the strike? | |
| COMMUNITY RELATIONS & COMMUNICATIONS | |
| What do strikers say to parents/families? Students? | We, the members of the union, understand that this will place a pressure on parents and students, but we're taking this step because we want the schools to offer the very best to the students. With the conditions and pay that the district is currently proposing, we will continue to lose qualified and experienced educators. |

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| | While you should not use teaching time to discuss the actions, it is fine to be truthful with students. Consider developmentally appropriate messages. |
| How are communities communicated with? | Through the press, union social media, and on the streets. |
| How much detail can I give? | <ul style="list-style-type: none"> • By the evening of Friday 10/14, the plans will be public and our press team will be active. • Avoid discussing what is happening at the table; designated press spokespeople will handle that. Please direct questions to the union president and/or designee. • Simply talk about your experience as an educator in the district, how much you care about your students, quality education, and being respected as a professional and union member. • Thoughtful posting on social media, please. Incorporating campaign talking points, graphics, etc. as much as possible will help keep our collective message clear and consistent. Posts provide an opening for disinformation at worst, and inconsistent messaging from us. |
| During a strike, what things are in place to support those children who rely on school for safety and necessities like food? | It's like a snow day. If the school district chooses to arrange something, they can do that without the labor of school employees and those exercising solidarity with their collective action. |
| How does a striking union communicate with families who have few resources in meeting childcare needs, and cannot afford to miss work? | It's like a snow day. Meanwhile, the short-term disruption is minimal in comparison to the larger, and long-term problems in the district that hurt students and families every day. <i>We are striking <u>for</u> our students and families, too.</i> |
| STRATEGY & TIMING | |
| In the past, when did unions typically vote on the action? | Strong unions have an ongoing internal communication structure that enables them to find out if a super majority supports going out on strike <u>before</u> they call any vote. If that readiness of the membership has been tallied in a decentralized way, an open vote (non-secret) is then held <u>very close to the time</u> of the strike. Otherwise, the district will have time to use anti-worker law to get an injunction. |
| In the past, when did strikes typically start? | <p>Dedham voted on a Thursday night and went out on Friday morning. That left the weekend available for negotiations. A deal was reached before another strike day was needed. Unions have to be prepared to stay out indefinitely, otherwise, management just stalls until the designated end.</p> <p>Brookline voted on a Thursday, intending initially to go out on Friday, but the district (knowing the vote was imminent) made a counteroffer and requested an additional bargaining date over the weekend. Due to that, the vote was held on Thursday by the general membership to grant the bargaining team authorization to call the strike on Sunday if no agreement was reached over the weekend. No agreement was reached, and the BEU went out that Monday prepared for an open ended strike. Agreement was reached in the early hours of Tuesday morning,</p> |

| | |
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| | <p>members returned to work on Tuesday.</p> <p>We are voting on Friday October 14th. The thinking being that this gives the bargaining teams time to reach a settlement prior to the strike ever starting. We would like to avert a strike if possible and hope the district has the same good faith approach to this crisis.</p> |
| <p><i>CROSSING THE PICKET LINE...</i></p> | |
| <p>What are the consequences for people who cross a picket line?</p> | <p>Members who cross the line are not eligible to utilize MTA's crisis support funds.</p> <p>There are also moral consequences affecting one's conscience. As in any nonviolent direct action, there is dialogue between picketers and people who approach the line (figuratively or literally). Picketers can invite people to join and promote solidarity as a means to bring about the swiftest resolution and the achievement of secure and long lasting improvements for students and educators alike.</p> |