

## **MTA Crisis Definition and Reimbursement Guidelines**

The following policy establishes:

- a. the definition of an affiliate crisis, to be used in determining when a local affiliate can apply for economic assistance from the MTA; and
- b. the type of local expenditures the MTA may reimburse upon determination that a crisis exists.

### **A. COLLECTIVE BARGAINING CRISIS**

1. A situation which is declared a crisis by an affiliate recognized or certified as an exclusive bargaining agent for a bargaining unit of MTA-NEA members and which has been similarly declared by the appropriate Regional Manager and the assigned Field Representative-Organizer.
2. The situation, in addition, should include at least two of the following elements.
  - a. Commencement or continuation of employment duties without benefit of an operative collective bargaining agreement or the immediate probability of same. These criteria would be met if the affiliate had been forced into an extension of a past collective bargaining agreement.
  - b. Declaration of a collective bargaining impasse by either party.
  - c. The filing by the affiliate of an unfair labor practice against the employer.
3. The MTA will consider such a situation for purpose of MTA reimbursement for local expenditures only if the following conditions are present.
  - a. The affiliate has notified the Director of Field & Organizing, through the appropriate Regional Manager, that a crisis as defined in sections 1 and 2 above, exists. Expenditures made prior to such notification will not be considered for MTA reimbursement.
  - b. The Regional Manager is either present at the bargaining table or is engaged in direct supervision of the bargaining, which is precipitating the crisis, or where the local affiliate is represented by a non-MTA staff person, the local affiliate provides the Regional Manager with status reports, as requested, concerning negotiations.
  - c. In the event that the crisis involves salary or other cost items, the affiliate, with the assistance of the assigned field representative-organizer and the regional manager, with the approval of the Director of Field & Organizing, shall determine the need to secure the following information and/or whether other information should be secured: 1) a comprehensive budget analysis for the affiliate's employer community or communities in the case of regional schools, 2) an analysis of salaries for like employees in contiguous communities, and 3) a

complete costing of the affiliate's and employer's contract proposals, including a scattergram, at the date of application.

- d. The affiliate, with the assistance of the assigned field representative-organizer, has developed appropriate public relations strategies geared towards parents, other unions, the political structure and community groups, approved by the appropriate regional manager and the Director of Field & Organizing.
- e. The affiliate has entered into a written understanding with the MTA defining local and state expenditures.

## **B. NON-COLLECTIVE BARGAINING CRISIS**

1. A circumstance in which the MTA affiliate is being challenged or is challenging for the collective bargaining representation rights.
2. The situation, in addition, should include the following elements.
  - a. The affiliate has notified the Director of Field & Organizing that a non-collective bargaining crisis exists. Expenditures made prior to such notification will not be considered for MTA reimbursement.
  - b. The assignment to the affiliate of an MTA and/or NEA organizer.
  - c. The affiliate, its leadership, and membership are actively involved in an organizing campaign designed with the assistance of the assigned organizer and approved by the Director of Field & Organizing.
  - d. The affiliate has entered into a written understanding with the MTA defining local and state expenditures.

## **C. MTA FINANCIAL ASSISTANCE IN CRISIS SITUATION**

The affiliate, as a condition of eligibility for MTA financial assistance, must, in addition to meeting the appropriate requirements set forth in section A of this policy, be current with its dues transmittal obligation to the MTA and the NEA, and have made its complete books and records of operation available to the MTA Division of Finance and Accounting.

1. In the event the local affiliate cannot meet its obligation during either a collective bargaining or non-collective bargaining crisis, and the required crisis expenditure is not the type for which MTA will reimburse the local affiliate, the latter will be eligible to apply for an interest-free loan from the MEA Professional Rights Fund.
2. The MTA limits its reimbursement to the affiliate for expenditures which involve expenditures approved by Regional Managers for:
  1. rental of facilities for bargaining unit meetings.
  2. rental of crisis center facilities.
  3. rental of a facility for actual negotiations of a contract.
  4. printing and related supply costs and newspaper advertisements when either are part of a community communications program.

5. telephone use in the crisis.
  6. other communications devices used in the crisis including the use of approved cell phones; and
  7. costs associated with setting up a local website including email.
3. A limitation on the total amount to be reimbursed by the MTA to a local affiliate up to \$2,000 per fiscal year and an allowable additional \$1,000 if the amount is matched by local expenditure.

**To apply for crisis reimbursement funds, please download, fill out and sign the following form. Save the document and rename with the name of the local association first, then email it to the next person whose signature is needed.**

**For example: a request filed by the Belmont Education Association would be named BelmontCrisisReimbursement.pdf.**

MEMORANDUM OF UNDERSTANDING

Whereas, the \_\_\_\_\_ Association has requested crisis assistance from the Massachusetts Teachers Association, and whereas, the Massachusetts Teachers Association similarly determined a crisis exists as defined in MTA Policy 140.10.05, then,

The \_\_\_\_\_ Association and the Massachusetts Teachers Association agree that MTA financial assistance shall be made, subject to compliance with the provisions of MTA Policy 140.10.05, as most recently amended, which includes the following:

In the event that the crisis involves salary or other cost items, the affiliate, with the assistance of the assigned field representative-organizer and the regional manager, with the approval of the Director of Field & Organizing, shall determine the need to secure the following information and/or whether other information should be secured:

1. a comprehensive budget analysis for the affiliate's employer community or communities in the case of regional schools;
2. an analysis of salaries for like employees in contiguous communities; and
3. a complete costing of the affiliate's and employer's contract proposals, including a scattergram, at the date of application.

MTA shall reimburse the \_\_\_\_\_ Association for expenditures, as approved by the assigned field rep organizer and regional manager, for the following:

1. Rental of facilities for bargaining unit meetings;
2. rental of crisis center facilities;
3. rental of a facility for actual negotiations of a contract;
4. printing and related supply costs and newspaper advertisements when either are part of a community communications program;
5. telephone use in the crisis;.
6. other communications devices used in the crisis including the use of approved cell phones; and
7. costs associated with setting up a local website including email.

The parties understand that the total amount to be reimbursed shall not exceed two thousand dollars (\$2,000); however, an allowable additional one thousand dollars (\$1,000) may be reimbursed if that amount is matched by local expenditures. The parties further understand that MTA policy mandates that the crisis fund be the sole source of MTA crisis assistance to the affiliate and other MTA monies will not be used for this purpose.

This Memorandum of Understanding is entered into the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

For the Association

For the Massachusetts Teachers Association

\_\_\_\_\_

\_\_\_\_\_  
Field Representative-Organizer

\_\_\_\_\_  
Regional Manager

\_\_\_\_\_  
Director of Field & Organizing