

DCPS's principal address is 1200 First Street, NE, Washington, DC 20002. DCPS's telephone number is (202) 442-5885.

Facts

1. WTU has been certified by the PERB as the exclusive representative for the following employees as specified in PERB Case No. 80-R-09, Certification No. 12, August 30, 1982 and PERB Case No. 88-R-09, Certification No. 56, September 21, 1989 (attached as Exhibit 1):

All personnel employed by the District of Columbia Public Schools who are rendering educational services and receive compensation pursuant to the "EG" Schedule, excluding supervisors, management personnel, confidential employees, employees engaged in personnel work other than in purely clerical capacities, employees in the ET bargaining unit, any other personnel currently represented by a labor organization and employees engaged in administering the provisions of Title XVII of the Comprehensive Merit Personnel Act.

...

All Elementary and Secondary Teachers, Attendance Officers, Child Labor Inspectors, Counselors (elementary and secondary), Librarians (elementary and secondary), Pupil Personnel Workers, Audio-Visual Coordinators, Curriculum Development Specialists, Reading Specialists, School Social Workers, Speech Therapists, Hearing Therapists, School Psychologists, Psychiatric Social Workers, Placement Counselors, and Job Coordinators, employed by D.C. Public Schools in its summer school program; excluding managerial or supervisory employees, confidential employees, clerical employees, and any employees engaged in personnel work in other than purely clerical capacities, and employees engaged in administering the provisions of Subchapter XVII of the Comprehensive Merit Personnel Act of 1978.

2. The parties are both subject to the PERB's jurisdiction in accordance with D.C. Code § 1-602.01.

3. WTU and DCPS are parties to a Collective Bargaining Agreement (“CBA”) covering the wages, hours and working conditions for the employees in the WTU’s bargaining unit which includes all DCPS employees categorized as Teachers. The parties’ most recent CBA was agreed upon by the parties to be effective from October 2, 2007 to September 30, 2012, but remains in full force and effect, by agreement of the parties, pending the negotiation and ratification of a successor CBA. Exhibit 2.

4. On or about February 3, 2016, DCPS, through its Chancellor, Kaya Henderson, unilaterally, and without first bargaining with the WTU as the exclusive bargaining agent of its bargaining unit employees, decided to, and implemented, an extended school year for School Year 2016-2017 for all WTU bargaining unit employees employed at Garfield Elementary School, H.D. Cooke Elementary School, Hart Middle School, Hendley Elementary School, Johnson Middle School, Kelly Miller Middle School, King Elementary School, Randle Highlands Elementary School, Raymond Education Campus, Thomas Elementary School, and Turner Elementary School. Exhibit 3.

5. On or about February 3, 2016, again through its Chancellor, Kaya Henderson, DCPS unilaterally, without first notifying and bargaining with the WTU, imposed new wages, hours, and working conditions on WTU bargaining unit members employed in the extended year schools listed in Paragraphs 4 and 10 above. Exhibit 4.

6. Further, on or about February 3, 2016, DCPS, through its Chancellor, Kaya Henderson, unilaterally and without first notifying or bargaining with the WTU, implemented and imposed upon WTU bargaining unit members a new professional development training program called LEAP (LEarning together to Advance our Practice), which, among other things,

requires teachers to perform their duties in accordance with a detailed plan not negotiated with the WTU. *See* Exhibit 4.

7. On or about February 11, 2016, and less than 120 days prior to the filing of this Unfair Labor Practice Complaint, DCPS unilaterally, and without first bargaining with the WTU, implemented a new grading protocol called ASPEN, which must be used by WTU-represented teachers in grading the students in their classes. Exhibit 5.

8. On or about March 14, 2016, DCPS, through Jessica Heard, Deputy Chief, Talent Acquisition & Retention, unilaterally and without first bargaining with the WTU, bargained directly with WTU bargaining members by extending offers of employment to bargaining unit members to accept or reject offers of employment as a twelve (12) month teacher in one of the extended year schools listed in Paragraphs 4 and 10 above. Further, DCPS, on that same date, also through Jessica Heard, notified WTU-represented teachers that they must accept DCPS's offer by March 25, 2016, or the offer would expire and the teachers will be excessed from their jobs and subject to discharge from DCPS. *See* Exhibit 6, FAQs for WTU Members Regarding Extended Year.

9. Further, DCPS, unilaterally and without first bargaining with the WTU, decided upon, implemented a new policy, and informed WTU bargaining unit members of that policy, that any WTU bargaining unit member who declines the 12 month offer made by DCPS will be excessed from their jobs as teachers within DCPS, will be dislocated from the schools where they now work, and may be discharged from their jobs as teachers in DCPS. Exhibit 6.

10. Between February 3, 2016, and the date of the filing of this Unfair Labor Practice Complaint, DCPS unilaterally, and without notice to or first bargaining with the WTU, extended

the school year at Raymond Education Campus for School Year 2016-2017 for all WTU bargaining unit members from eleven months to twelve months.

11. On March 8, 2016, the WTU, through its President, Elizabeth Davis, requested to bargain with DCPS over the impact and effects of its unilateral decisions to implement an extended school year for SY 2016-2017 in the extended school year schools listed in Paragraphs 4 and 10 above, its unilateral decision to implement the LEAP program, and its unilateral decision to implement the ASPEN program. On March 9, 2016, DCPS, through its Chancellor, Kaya Henderson, agreed to bargain with the WTU over the impact and effects of DCPS's unilateral decisions to extend the SY 2016-2017 school year in certain schools, to unilaterally implement the LEAP program, and its unilateral decision to implement the ASPEN program, and requested dates for the first meeting to occur. Exhibit 7.

12. By unilaterally, and without first bargaining with the WTU, implementing the extended school year for SY 2016-2017 in the schools listed in Paragraphs 4 and 10 above, and by unilaterally, and without first bargaining with the WTU, implementing the LEAP program and the ASPEN program, DCPS has interfered with, restrained and coerced employees in the exercise of their rights and refused to bargain in good faith, in violation of D.C. Code §§ 1-617.04(a)(1) and (5). These unfair labor practices are continuing to date.

13. By refusing to bargain with the WTU as the exclusive bargaining agent for bargaining unit employees, and by communicating directly with bargaining unit employees over the unilaterally implemented extension of the 2016-2017 school year in certain DCPS schools, over the unilateral implementation of the LEAP program and the ASPEN program, DCPS has restrained and coerced employees in the exercise of their rights and refused to bargain in good faith with the WTU, in violation of D.C. Code §§ 1-617.04(a)(1) and (5).

14. By unilaterally deciding, without first notifying and bargaining with the WTU, that all bargaining unit employees who decline DCPS's 12 month offer will be excessed by notice on April 11, 2016, be dislocated from their jobs at the extended school year school where they currently work, and may be discharged from their jobs in DCPS, DCPS restrained and coerced and discriminated against DCPS employees, and refused to bargain in good faith in violation of D.C. Code §§ 1-617.04(a)(1), (3) and (5).

Relief Requested

WHEREFORE, the WTU respectfully requests that the Board conclude that DCPS has committed, and continues to commit, the actions set out above, that those actions constitute unfair labor practices as alleged above, and:

1. Order DCPS and its officers, agents, servants, employees and attorneys, and those in active concert or participation with DCPS, to cease and desist from violations of D.C. Code §§ 1-617.04(a)(1), (3) and (5);
2. Order DCPS to retract, in writing, its unilaterally implemented decisions to extend the 2016-2017 school year as alleged herein, its unilateral implementation of both the LEAP and ASPEN program, and its decision that WTU members who fail to affirmatively accept DCPS's 12 month offer will be excessed from their positions as teachers in the extended school year schools and are subject to discharge if they do not secure a position at another DCPS school not subject to the extended 2016-2017 school year.
3. Order preliminary relief under Section 520.15 of the Board's Rules, pursuant to the attached Request for Preliminary Relief, to stop DCPS from requiring the teachers at the extended year schools to accept the DCPS offer letter by March 25, 2016, or be excessed from their teaching jobs and possibly discharged from their employment with DCPS;

4. Seek temporary relief or a restraining order from the Superior Court of the District of Columbia in accordance with D.C. Code § 1.617-13(b) requiring DCPS to take the actions above pending a final determination by the Board.

Dated: March 24, 2016

Respectfully submitted,

/s/ Lee W. Jackson

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CERTIFICATE OF SERVICE

I hereby certify that on March 24, 2016, the foregoing Unfair Labor Practice Complaint and accompanying Exhibits, Request for Preliminary Relief, and Affidavit thereto were electronically filed via File & ServeXpress and served via email and first class mail on the following:

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