

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD



LOS ANGELES UNIFIED SCHOOL DISTRICT,

Charging Party,

v.

UNITED TEACHERS LOS ANGELES,

Respondent.

Case No. LA-CO-1760-E

COMPLAINT

It having been charged by Charging Party that Respondent engaged in unfair practices in violation of California Government Code section 3543.6, the General Counsel of the Public Employment Relations Board (PERB), pursuant to California Government Code sections 3541.3(i) and 3541.5 and California Code of Regulations, title 8, section 32640, issues this COMPLAINT on behalf of PERB and ALLEGES:

1. Charging Party is a public school employer within the meaning of Government Code section 3540.1(k).
2. Respondent is an exclusive representative, within the meaning of Government Code section 3540.1(e), of a unit of certificated employees that are employed by Charging Party.
3. During the period from April 2017 to July 2018, Respondent and Charging Party were meeting and conferring pursuant to Government Code section 3543.3, regarding a successor Memorandum of Understanding (MOU) that expired in June 2017.
4. During such period of time, Respondent engaged in the following conduct:
 - A. Following Respondent's initial proposal on Article XII (Leaves of Absence), during the April 12, 2018 meeting, Respondent regressed by withdrawing its previous acceptance, e.g., the parties' tentative agreement, relating to Charging

Party's proposed clean-up language on substitute and half-time leaves, and made no changes to its initial April 20, 2017 proposal.

- B. Following Respondent's April 20, 2017 initial proposal on Article XXVII (Shared Decision Making and School Based Management), Respondent's September 15, 2017 proposal included Robert's Rules of Order language and referenced "deliberations" in the section that described how decisions are to be made in the Local School Leadership Council, but then regressed in its January 12, 2018 proposal by adding a requirement that the meetings at issue have written minutes prepared, which would place another obligation on Charging Party's school principals.
- C. Following Respondent's July 19, 2017 initial proposal on Article XI-B (Master Plan Program), Respondent made a proposal on February 15, 2018 that made changes to, among other things, the language of Article XI-B that Respondent knew was not acceptable to Charging Party. For example, Respondent added a "seal of Biliteracy program in Section 6.0 [of Article XI-B] which is not recognized as an approved language literacy certification for Bilingual programs and is a departure from the established norm."
- D. Respondent's "Last Best and Final" (LBFO) included several non-mandatory subjects of bargaining that Respondent insisted to impasse on July 27, 2018, including the following:
 - i. With respect to Article IV (UTLA Rights), Respondent's proposal expanded the scope of union representation beyond discipline and grievances to "all meetings related to employee working conditions";

- ii. With respect to Article IX-A (Assignments), Respondent proposed to allow staff majority vote to determine procedures for matrix development at every school and required staff to vote on the selection of a coach, coordinator, or dean;
- iii. With respect to Article XI (Transfers), Respondent's proposal required super-majority support by staff vote for school conversions;
- iv. With respect to Article XXI (Adult Education), Respondent's proposal revised "threshold weekly hour totals at which status changes from temporary to probationary";
- v. With respect to Article XXV (Academic Free and Responsibility), Respondent's proposal provides teachers with complete discretion to determine when and/or what standardized assessments are used in classrooms, beyond those required by state or federal government; and
- vi. With respect to Article XXVII (Shared Decision Making), Respondent's proposal gives Local School Leadership Council complete control over all school-based (LCFF – Local Control Funding Formula) funding, professional development, implementation of state and federal programs (such as Breakfast in the Classroom), course electives, periodic assessments, and program options.

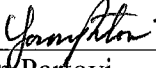
5. Based on the totality of the circumstances of the acts and conduct included in each subparagraph of paragraph 4, Respondent failed and refused to bargain in good faith with Charging Party in violation of Government Code section 3543.6(c).

6. By the conduct described in paragraph 4 subdivision (D), Respondent refused to meet and negotiate in good faith with Charging Party in violation of Government Code section 3543.6(c).

Any amendment to the complaint shall be processed pursuant to California Code of Regulations, title 8, sections 32647 and 32648.

DATED: December 17, 2018

J. FELIX DE LA TORRE
General Counsel

By 
Yaron Partovi
Regional Attorney