

ATTACHMENT:  
STATEMENT OF UNFAIR LABOR PRACTICE CHARGE

Respondent: Detroit Public Schools Community District  
Charging Party: Detroit Federation of Teachers, AFT Local 231

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Respondent employer has violated Section 10(e) and (a) of the Public Employment Relations Act, MCL 423.210(e) and (a), as set forth below:

1. Respondent and Charging Party entered into a lawful and binding collective bargaining agreement (“Agreement”) for the term of July 1, 2017 through June 30, 2018, which was approved by Respondent and the Financial Review Commission, and which was ratified by membership of Charging Party.
2. The Agreement included, but was not limited to, the fully-negotiated and agreed-upon school year calendar for the 2018-19 school year.
3. In or about May, 2018, the Respondent announced that it would change the school year calendar for the 2018-19 school year. Specifically, the days off for spring break (schools closed), which had been collectively bargained and agreed to be April 22 through April 26, 2019, would be changed by Respondent to become April 1 through April 5, 2019. This change was not agreed to by Charging Party.
4. The Public Employment Relations Act prohibits a mid-term modification of a mandatory subject of bargaining without the agreement of both parties. *St Clair Intermediate Sch Dist v Intermediate Educ Ass’n*, 458 Mich 540, 552-567 (1998).
5. School year calendars are a mandatory subject of bargaining. *See, e.g., Reese Public Schools*, 1967 MERC Lab Op 489, 498-499 (holidays and vacations within school year); *Westwood Comm Schools*, 1972 MERC Lab Op 313, 320 (school year calendar overall); *Goodrich Area Schools*, MERC Case No 05 D-090.
6. “Members of the [bargaining] unit had a right to rely upon the terms and conditions set forth in the contract and to expect that they would continue unchanged.” *Detroit Bd of Educ*, 2000 MERC Lab Op 375.
7. By unilaterally changing the 2018-19 school year calendar, the Respondent violated the Act.

Relief Requested:

Charging Party requests a cease-and-desist order; notice to be posted; rescission of unilaterally imposed terms and conditions of employment; damages resulting to affected bargaining unit members; and/or any other make-whole relief.

Respectfully submitted:

DETROIT FEDERATION OF TEACHERS, AFT LOCAL 213

Dated: August \_\_, 2018