Government of the District of Columbia
Public Employee Relations Board

In the Matter of:	
Leonard Watson,	
Complainant,	PERB Case No. 12-U-32
v.	Opinion No. 1342
	AMENDED
District of Columbia Housing Authority	
and	
American Federation of Government Employees, Local 2725,	
Respondents.	

DECISION AND ORDER

I. Statement of the Case

Complainant Leonard Watson ("Mr. Watson" or "Complainant") filed an unfair labor practice complaint ("Complaint") and an amended unfair labor practice complaint ("Amended Complaint") against Respondents District of Columbia Housing Authority ("DCHA") and American Federation of Government Employees, Local 2725 ("Local 2725" or "Union"), alleging violations of D.C. Code § 1-617.03 and 1-617.04(b)(2). (Amended Complaint at 3). Specifically, Mr. Watson alleges that DCHA "[failed] to "honor a collective bargaining agreement" with the Union when it did not pay bargaining union members a 2.970% increase beginning on October 1, 2011. (Amended Complaint at 1-2). Additionally, Mr. Watson alleges that Local 2725 President Eric Bunn engaged in "complicit behavior in that he unilaterally waived...bargaining members' property rights..." (Amended Complaint at 1).

DCHA filed an Answer and Motion to Dismiss ("DCHA Answer") on October 12, 2012. In its Answer, DCHA admits that it has not paid the 2.970% pay increase, and further states that pursuant to a Memorandum of Understanding between DCHA and Local 2725, DCHA has requested that the parties reopen negotiations regarding wages, and that the issue is currently the

subject of a grievance. (DCHA Answer at 2). DCHA raises the affirmative defenses that the Complaint fails to state a claim upon which relief can be granted, Adrianne Todman is not a proper party to the Complaint, PERB lacks jurisdiction over this matter, and the Complaint is untimely. (DCHA Answer at 3). DCHA requests that the Board dismiss the Complaint with prejudice. *Id.*

Local 2725 filed an Answer and Motion to Dismiss on October 4, 2012 ("Local 2725 Answer"). In its Answer, Local 2725 admits that DCHA did not pay the 2.970% pay increase, and that the matter is the subject of pending arbitration. (Local 2725 Answer at 2). Local 2725 denies that Eric Bunn is the exclusive representative of any unit of employees. (Local 2725 Answer at 3). Local 2725 raises the affirmative defenses that the Complaint fails to state a claim upon which relief may be granted, Eric Bunn is not a proper party to the Complaint, the Board lacks jurisdiction over the matter, the requested remedy is not available at PERB, and the Complaint is untimely. *Id.* Local 2725 requests the Board dismiss the Complaint. (Local 2725 Answer at 4).

II. Discussion

Complainant alleges that:

> [o]n February 4, 2011, [Local 2725] entered into a Memorandum of Understanding ("MOU") with the DCHA to amend Article 37 of the collective bargaining agreement. Pursuant to Section C of the MOU, DCHA agreed to pay an increase to the bargaining unit employees of 2.970%, effective October 1, 2011. To date, DCHA has failed to honor the terms of the MOU.

(Amended Complaint at 2). Further, Complainant asks the Board to "order both Respondents to reach an immediate agreement and pay the 2.970% increase to all affected collective bargaining unit members retroactively back to October 2011." (Amended Complaint at 3).

The Board cannot grant Mr. Watson's request because the Amended Complaint is untimely.

Board Rule 520.4 states that unfair labor practice complaints shall be filed "not later than 120 days after the date on which the alleged violations occurred." The Board does not have jurisdiction to consider unfair labor practice complaints outside of the 120-day window. *See, e.g., Hoggard v. District of Columbia Public Employee Relations Board*, 655 A.2d 320, 323 (D.C. 1995) ("[T]ime limits for filing appeals with administrative adjudicative agencies... are mandatory and jurisdictional.").

The Board has held that the 120-day period for filing a complaint begins when the Complainant knew or should have known of the acts giving rise to the violation. *Pitt v. D.C. Department of Corrections, et al.*, 59 D.C. Reg. 5554, Slip Op. No. 998 at p. 5, PERB Case No. 09-U-06 (Dec. 24, 2009). DCHA failed to honor the terms of the MOU on October 1, 2011,

when it did not pay the 2.970% increase to bargaining unit members. On that date, Complainant knew or should have known of the non-compliance which gave rise to the instant violation. The Amended Complaint, filed over ten months after October 1, 2011, is untimely and thus beyond the Board's jurisdiction. Therefore, the Amended Complaint must be dismissed.

ORDER

IT IS HEREBY ORDERED THAT:

1. Leonard Watson's Amended Unfair Labor Practice Complaint is dismissed.

2. Pursuant to Board Rule 559.1, this Decision and Order is final upon issuance.

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD
Washington, D.C.

November 9, 2012

CERTIFICATE OF SERVICE

This is to certify that the attached Amended Decision and Order in PERB Case No. 12-U-32 was transmitted via U.S. Mail and e-service to the following parties on this the 30th day of November, 2012.

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