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*Plaintiff*

Americans for Fair Treatment, Inc.

100 North Broadway Ave., Ste. 1500

Oklahoma City, Oklahoma 73102

**IN THE COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY, PENNSYLVANIA**

***AMERICANS for FAIR TREATMENT, Inc.***

**100 North Broadway Avenue**

**Suite 1500**

**Oklahoma City, Oklahoma 73102**

**Plaintiff,**

**v.**

***PHILADELPHIA FEDERATION OF  
TEACHERS, LOCAL 3, AFL-CIO***

**1816 Chestnut Street**

**Philadelphia, Pennsylvania 19103,**

**execoffice@pft.org**

**and**

***THE SCHOOL DISTRICT OF  
PHILADELPHIA***

**440 North Broad Street**

**Philadelphia, Pennsylvania 19130,**

**ask@philasd.org**

**Defendants.**

\_\_\_\_\_ **Term, 2014**

**No:**

## **NOTICE TO DEFEND**

**You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.**

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**Philadelphia Bar Association  
Lawyer Referral and Information Service  
One Reading Center  
Philadelphia, Pennsylvania 19107  
(215) 238-6333  
TTY (215) 451-6197**

## **COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

Plaintiff, nonprofit organization Americans for Fair Treatment, Inc. (“Plaintiff”), by and through counsel, respectfully requests this Court to declare invalid Article III, section B of the collective bargaining agreement (“CBA”) between the Pennsylvania Federation of Teachers (“PFT”) and the School District of Philadelphia (“District”). This provision allows PFT to take District employees from their public employment and give them full-time positions within PFT—yet continue to provide the employees with incidences of public employment. Plaintiff also requests injunctive relief to prevent PFT and the District from maintaining the union work on school time arrangement. Plaintiff brings this lawsuit pursuant to the Pennsylvania Declaratory Judgments Act, 42 Pa.C.S. §§ 7531 – 7541.

In support thereof, Plaintiff alleges the following:

### **PARTIES**

1. Plaintiff Americans for Fair Treatment, Inc. is an Internal Revenue Code Section 501(c)(3) nonprofit membership organization that equips and empowers Americans to receive fair treatment from government unions. Plaintiff was formed for the purpose of defending human and civil rights secured by law, including the right of individuals of equal protection under the law, through litigation, research, public education, and any other lawful means. More specifically, Plaintiff will facilitate and support litigation to enforce and expand human and civil rights of employees who have suffered public sector union abuse. Plaintiff’s membership includes public-sector union members and nonmembers, as well as supporters of public employees. Plaintiff has members throughout the country, and its members support the organization’s purpose and mission of eliminating these abuses.

Plaintiff is incorporated in the State of Oklahoma with an address of 100 North Broadway Avenue, Suite 1500, Oklahoma City, Oklahoma 73102.

2. Defendant PFT is an unincorporated association and a public employe organization, as defined in the Public School Code of 1949 (“Public School Code”), 24 P.S. § 11-1101-A, and the Public Employe Relations Act (“PERA”), 43 P.S. § 1101.301(3). PFT’s principal place of business is located at 1816 Chestnut Street, Philadelphia, Pennsylvania 19103.
3. Defendant School District of Philadelphia (“District”) is a school district of the first class, as classified within the Public School Code, 24 P.S. § 2-202, and a public employer, as defined in the Public School Code, 24 P.S. § 11-1101-A, and PERA, 43 P.S. § 1101.301(1). The District’s principal place of business is located at 440 North Broad Street, Philadelphia, Pennsylvania 19130.

### **STANDING**

4. The CBA provision permitting union work on school time represents harm to Philadelphia students, teachers, residents, and taxpayers.
5. Plaintiff has standing to bring a cause of action because “at least one of its members has [suffered] or will suffer a direct, immediate or substantial injury as a consequence of the challenged action.” *National Solid Wastes Management Association v. Casey*, 580 A.2d 893 (Pa. Cmwlth. 1990). Specifically, Plaintiff membership rolls include Philadelphia teachers and taxpayers.

### **LEGAL STANDARD**

6. Under the Pennsylvania Declaratory Judgments Act, “Any person . . . whose rights, status, or other legal relations are affected by statute, municipal ordinance, contract . . . may have

determined any question of construction . . . arising under the . . . statute, ordinance, [or] contract . . . and obtain a declaration of rights, status, or other legal relations thereunder.”  
42 Pa.C.S. § 7533.

7. The purpose of a declaratory judgment is to “settle and to afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations, and is to be liberally construed and administered.” 42 Pa.C.S. § 7541(a).
8. Permanent injunctions are appropriate when the parties “establish [their] clear right to relief. . . . [T]he part[ies] need not establish either irreparable harm or immediate relief, and a court may issue a final injunction if such relief is necessary to prevent a legal wrong for which there is no adequate redress at law.” *Pestco, Inc. v. Associated Products, Inc.*, 880 A.2d 700, 710 (Pa. Super. 2005) (citation omitted).

### **JURISDICTION AND VENUE**

9. This Court has subject matter jurisdiction over this action pursuant to the provisions of the Pennsylvania Declaratory Judgments Act, 42 Pa.C.S. §§ 7531-7541.
10. Venue is proper before this Court pursuant to Pennsylvania Rules of Civil Procedure 1006(a)(1), 2103, and 2156.

### **FACTUAL BASIS**

#### *Background*

11. On January 19, 2010, PFT and District agreed to the CBA that was intended to govern their relationship from September 1, 2009 to August 31, 2012. PFT was recognized “as the sole and exclusive bargaining representative” for specified bargaining units to the District. A

true and correct copy of the CBA between PFT and the District is attached hereto as Exhibit “A,” and incorporated herein by reference.

12. In 2011, PFT and the District reached a tentative agreement to extend the CBA for one additional year, to August 31, 2013.
13. Although the CBA expired on August 31, 2013, the terms constitute the existing terms and conditions of employment. *See Philadelphia Fed’n of Teachers v. Sch. Dist. of Philadelphia*, No. 1951 CD 2014, 2015 WL 263941, at \*9 (Pa. Cmwlth. Jan. 22, 2015).
14. On October 6, 2014, the District’s governing body, the School Reform Commission (“SRC”), “cancelled” the CBA between PFT and the District. However, on October 27, 2014, the cancellation was enjoined. A true and correct copy of the injunction order is attached hereto as Exhibit “B” and incorporated by reference. A related case involving the SRC’s authority to cancel the CBA is on appeal to the Pennsylvania Supreme Court. *Philadelphia Fed’n of Teachers v. Sch. Dist. of Philadelphia*, No. 18 ET 2015 (Pa. 2015).
15. On October 22, 2014, there were 217 teacher vacancies across the District, and the District has been scrambling to fill those positions.<sup>1</sup>
16. The CBA mandates a “last-in, first-out” (“LIFO”) policy under which longer-tenured employees are—regardless of their performance and in spite of their higher costs—protected against layoffs and have rights to be transferred or recalled before other employees.

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<sup>1</sup> Shannon Nolan, “Many more teacher vacancies to fill than in previous years, says District,” THE PHILADELPHIA PUBLIC SCHOOL NOTEBOOK, Feb. 2, 2015, *available at* <http://thenotebook.org/blog/158190/many-more-teacher-vacancies-than-previous-years>.

### *Union Work on School Time*

17. Under the CBA, the District gave PFT the right to elect or appoint up to **63<sup>2</sup> District employees** to “full time positions with [PFT] or any organization with which it is affiliated.” (Exhibit A).
18. The CBA characterizes this arrangement as a “leaves of absence to hold full-time staff positions with the [PFT].” (Exhibit A).
19. Under this provision, teachers and other employees are granted leaves of absence from their duties at the District for the purpose of working full-time for PFT.
20. Teachers and other District employees granted leaves of absence also work for, in addition to PFT, PFT’s Health and Welfare Fund, the American Federation of Teachers, and PFT’s Legal Fund.
21. District employees working for PFT or these affiliated organizations still receive incidences of District employment, such as salary, benefits, and insurance coverage from the District, as well as accrual of pension credit and seniority. (Exhibit A).
22. PFT is not contractually obligated to reimburse the District for the cost of salary, benefits, insurance coverage, seniority, or pension. (Exhibit A).
23. This arrangement is set forth in Article III (“Union Rights and Responsibilities”), Section B (“Union Representatives – Leaves”) of the CBA between the PFT and the District. Article III, Section B reads, in pertinent part:

#### B. Union Representatives - Leaves

1. Employees who are elected or appointed to full time positions with [PFT] or any organization with which it is affiliated will, upon proper application, be granted leaves of absence for the purpose of accepting those positions. Authorized [PFT] leaves shall be requested in writing by the President of [PFT] only. Employees granted such leaves of absence **shall retain all insurance and other**

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<sup>2</sup> Article XIII, Section B of the CBA allows for a further 10 District employees—above and beyond the 63 granted leave in Article III—to work full-time for the PFT, specifically for the Health and Welfare Fund. (Exhibit A)

**benefits and shall continue to accrue seniority as though they were in regular service.** Annually, the President of [PFT] shall inform the [District] of the salary to be paid to each employee on approved leave with [PFT]. The [District] **shall adjust each employee's salary accordingly.** Upon return to service they shall be placed in the assignment which they left with **all accrued benefits and increments that they would have earned had they been in regular service.**

2. Employees on such leaves of absence shall be permitted to pay both their and the School District's regular contributions to all plans requiring such contributions.<sup>[3]</sup>

5. Within each bargaining unit listed below, the following limits on the number of employees granted leaves of absence to hold full-time staff positions with the [PFT] shall apply:

- (a) Union leave for Teachers and School Based Employees  
No more than thirty-five (35) teachers, four (4) paraprofessionals, four (4) secretaries and three (3) [Non-Teaching Assistants].
- (b) Union leaves for Comprehensive Early Learning Center Employees  
No more than four (4) employees shall be granted such leaves of absence for any school year.
- (c) Union leaves for Food Service Managers  
No more than three (3) employees shall be granted such leaves of absence for any school year.
- (d) Union leaves for Head Start Employees  
No more than three (3) employees shall be granted such leaves of absence for any school year.
- (e) Union leaves for Per Diem Teachers  
No more than two (2) substitute teachers who are assured consecutive run assignment on days during which negotiations respecting this [CBA] are mutually scheduled by the parties during work hours will be released to attend such negotiations with no loss in pay.
- (f) Union leaves for Professional-Technical Employees  
No more than five (5) employees shall be granted such leaves of absence for any school year.

(Emphasis added). This agreement is found in the CBA, heretofore referred to as Exhibit

A.

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<sup>3</sup> Employees represented by PFT make no contributions to their health insurance plans. See Kristen Graham and Martha Woodall, "SRC cancels teachers' contracts," PHILADELPHIA INQUIRER, October 6, 2014, available at [http://www.philly.com/philly/blogs/school\\_files/SRC-cancels-teachers-contract.html](http://www.philly.com/philly/blogs/school_files/SRC-cancels-teachers-contract.html).

## ARGUMENT

24. This Court should determine that the union work on school time provision is void: (1) because the parties lacked capacity; (2) because the District bargained away control of its public employees; and (3) as against public policy. The provision is also void because it: (4) violates the Pennsylvania Constitution; and (5) violates the District's duty under the public trust doctrine. Finally, this Court should issue a permanent injunction against enforcement of this CBA provision.

### COUNT I: UNION WORK ON SCHOOL TIME IS VOID BECAUSE THE PARTIES LACKED CAPACITY

25. Paragraphs 1—24 are realleged and incorporated by reference as if set forth fully herein.
26. “The law of this Commonwealth makes clear that a contract is created where there is mutual assent to the terms of a contract **by the parties with the capacity to contract.**” *Shovel Transfer and Storage, Inc. v. Pennsylvania Liquor Control Bd.*, 739 A.2d 133, 136 (Pa. 1999) (emphasis added).
27. The Public School Code describes “collective bargaining” as conference or negotiation between the “employer” and “employee” representative “with respect to wages, hours and other terms and conditions of employment.” 24 P.S. § 11-1111-A. Likewise, PERA describes “collective bargaining” as a conference or negotiation between a “public employer” and a “public employee” representative “with respect to wages, hours and other terms and conditions of employment.” 43 P.S. § 1101.701.<sup>4</sup>

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<sup>4</sup> The Court “must presume, *inter alia*, that the General Assembly intended to favor the public interest as against any private interest and did not intend an unreasonable result.” *Vitac Corp. v. Workers’ Comp. Appeal Bd. (Rozanc)*, 854 A.2d 481, 485 (Pa. 2004) (citing 1 Pa.C.S. § 1922).

28. The District and PFT had no authority to enter into a collective bargaining agreement with respect to individuals who are not public employees, not engaged in public employment, or not employed by a public employer.
29. In *Kirsch v. Public School Employees' Retirement Board*, the Commonwealth Court of Pennsylvania determined that, for purposes of the Public School Employees' Retirement Code, a District employee performing union work on school time is "employed by the unions. . . . not employed as a 'person engaged in work relating to a public school.'" 929 A.2d 663, 670 (Pa. Cmwlth. 2007).<sup>5</sup>
30. Likewise, in *Pinto v. State Civil Service Commission*, the Pennsylvania Supreme Court determined that, for purposes of the Civil Service Act, a District employee performing union work on school time was not engaged in public employment. 912 A.2d 787, 796 (Pa. 2006) ("The Commission does not, and indeed cannot, maintain that the full-time employment Appellant took with the [union] is other than a "non[-]civil service position.").
31. The PFT is not a "public employer" or an "employer" for purposes of the Public School Code or PERA, respectively. *See* 24 P.S. § 11-1101-A; 43 P.S. § 1101.301(1).<sup>6</sup>
32. The employees placed on "leaves of absence" from public employment are not "public employes" or "employees" for purposes of the Public School Code or PERA, respectively. *See* 24 P.S. § 11-1101-A; 43 P.S. § 1101.301(2).<sup>7</sup>

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<sup>5</sup> The Pennsylvania Supreme Court, affirming on other grounds, declined the opportunity to overrule this determination. *See Kirsch v. Pub. Sch. Employees' Ret. Bd.*, 985 A.2d 671, 678 n.4 (Pa. 2009).

<sup>6</sup> "The relation of employer and employe exists when a party has the right to select the employe, the power to discharge him, and the right to direct both the work to be done and the manner in which such work shall be done." *Sweet v. Pennsylvania Labor Relations Bd., Washington Cnty.*, 322 A.2d 362, 365 (Pa. 1974).

<sup>7</sup> "[W]here one may be in the general employ of another, yet he may, with respect to particular work, be transferred to the service of a third person, in such a way that he becomes, for the time being, the [employee] of that person with all the legal consequences of that relation." *Robson v. Martin*, 140 A. 339, 341 (Pa. 1928).

33. District employees performing union work on school time cease to be engaged in public “employment” for purposes of the Public School Code or PERA.<sup>8</sup>
34. PFT and the District have no authority to bargain for terms of union work on school time and no authority to provide union workers on school time with incidences of public employment, including seniority over District employees working within the schools.
35. Accordingly, this Court should declare void—and enjoin the provision of—union work on school time.

**COUNT II: UNION WORK ON SCHOOL TIME IS VOID BECAUSE THE DISTRICT BARGAINED AWAY ITS CONTROL OVER OTHERWISE-PUBLIC EMPLOYEES**

36. Paragraphs 1—35 are realleged and incorporated by reference as if set forth fully herein.
37. “[I]t should be recognized that a governmental agency does not have the freedom of a private enterprise to relinquish powers inherently essential to the proper discharge of its function.” *Com., Pennsylvania Liquor Control Bd. v. Indep. State Stores Union*, 553 A.2d 948, 954 (Pa. 1989); *see Cnty. of Centre v. Musser*, 548 A.2d 1194, 1201 (Pa. 1988) (holding that, since a prison is not a “private enterprise,” but rather a “government institution,” the prison must retain appropriate powers to ensure it achieves the “governance and maintenance” with which it is statutorily charged).
38. Based upon the provisions in the CBA, the District is powerless in this arrangement. It cannot reject PFT’s elections or appointments and is forced to provide PFT’s elections or appointments with incidences of employment, including seniority over teachers in the classroom.

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<sup>8</sup> Despite an employee’s traditional employment arrangement, if he or she is “subject to the direction, control and supervision” of another organization or authority, “he or she may have the status of an employee” of the supervising entity, rather than the traditional employer. *Rodgers v. Washington Cnty. Inst. Dist.*, 37 A.2d 610, 611 (Pa. 1944). “The determination of the employment status is a matter of fact in each case and must be determined by the peculiar circumstances of the individual situation.” *Id.*

39. The District cannot offer any employees of its own as substitutes to perform union work on school time.
40. The District does not set the salaries for union workers on school time.
41. The District has no policies regarding how these employees' time may be used.
42. The District does not track these employees' new job titles, job descriptions, or hours worked.
43. Neither does the District have authority to monitor or audit how PFT is using these employees' time.
44. Conversely, the PFT enjoys widespread authority and unfettered deference. The PFT President is authorized to handpick many union workers on school time.
45. The PFT President informs the District what salary these individuals should receive.
46. Once working full-time for PFT, the union controls the nature of these individuals' employment.
47. PFT has no obligation under the terms of the CBA to account for these employees' time, responsibilities, or performance.
48. PFT has no obligation under the terms of the CBA to reimburse the District for these individuals' salary, insurance, pension, and other benefits.
49. Accordingly, this Court should declare void—and enjoin the provision of—union work on school time.

**COUNT III: SCHOOL-PAID UNION WORK IS VOID AS AGAINST PUBLIC POLICY**

50. Paragraphs 1—49 are realleged and incorporated by reference as if set forth fully herein.
51. The District's provision of full-time labor to PFT is also void as against public policy.

52. A contractual provision may not be enforced if “to do so would be contrary to a clearly expressed public policy.” *Williams v. GEICO Gov’t Employees Ins. Co.*, 32 A.3d 1195, 1200 (Pa. 2011).
53. “The fundamental public policy, expressed in the Constitution and underlying school laws, is to obtain a better education for the children of the Commonwealth.” *Walker’s Appeal*, 2 A.2d 770, 772 (Pa. 1938).
54. “The purpose of the School Code is to establish a thorough and efficient system of public education, to which every child has a right.” *Philadelphia Fed’n of Teachers, Local No. 3, Plaintiff, AFL-CIO v. Bd. of Ed. of Sch. Dist. of Philadelphia*, 414 A.2d 424, 426 (Pa. Cmwlth. 1980).
55. “It was the intention of the legislature to subordinate **all other considerations** to this policy.” *Walker v. Scranton School District*, 12 A.2d 46 (Pa. 1940) (emphasis added); see *Johnson v. United Sch. Dist. Joint Sch. Bd.*, 191 A.2d 897, 900 (Pa. Super. 1963) (noting that public policy concerns are paramount to teacher employment considerations within school district).
56. The union work on school time provision is contrary to the public policy of “obtain[ing] a better education for the children of the Commonwealth,” *Walker’s Appeal*, 2 A.2d at 772, and providing a “thorough and efficient system of public education,” *Philadelphia Fed’n of Teachers, Local No. 3, Plaintiff, AFL-CIO v. Bd. of Ed. of Sch. Dist. of Philadelphia*, 414 A.2d at 426.
57. Union work on school time takes teachers out of the classroom, decreases the number of teachers interacting with students, and obligates the District and/or the Commonwealth to spend funds on activities not advancing these public policy concerns.

58. Allowing employees performing union work on school time to accrue seniority, potentially keeping their positions over less senior employees, who have spent that time honing their skills, is contrary to public policy.
59. Allowing an employee who has been performing union work on school time for extended periods of time to re-enter the teaching ranks once his or her work for PFT concludes, is contrary to public policy.
60. Accordingly, as this Court is empowered to decide what is and is not in accord with public policy, it should declare void—and enjoin the provision of—union work on school time.

#### **COUNT IV: UNION WORK ON SCHOOL TIME IS VOID UNDER THE PENNSYLVANIA CONSTITUTION**

61. Paragraphs 1—60 are realleged and incorporated by reference as if set forth fully herein.
62. Article VIII, Section 8 of the Pennsylvania Constitution reads:

The credit of the Commonwealth shall not be pledged or loaned to any individual, company, corporation or association nor shall the Commonwealth become a joint owner or stockholder in any company, corporation or association.
63. A public purpose is necessary before a Commonwealth’s credit can be “pledged or loaned”:

“The phrase ‘pledge or loan of credit’ . . . was clearly not intended to prohibit [certain forms] of financial transactions between the Commonwealth and private citizens or corporations **that serve a public purpose** and are otherwise lawful.

*Tosto v. Pennsylvania Nursing Home Loan Agency*, 331 A.2d 198, 205 (1975) (emphasis added).
64. In addition to the requirement that the payment by the Commonwealth to a private entity achieve a “public purpose,” the “means chosen by the Legislature [(to achieve said

“public purpose”)] must be ‘reasonably designed’ to achieve permissible ends.” *Tosto*, 331 A.2d at 201-02.

65. Thus, a violation of the “gift clause” exists when Commonwealth pledges credit to a private entity and the public purpose proffered by the legislature (or entity) is not “reasonably designed” to achieve the desired ends.
66. The provision allowing for union work on school time constitutes a financial transfer from the District and the Commonwealth to PFT, an unincorporated association.
67. The provision allowing for union work on school time provides a private benefit to PFT.
68. The provision allowing for union work on school time does not serve a public purpose.
69. Even if the provision of union work on school time was to serve a public purpose, the arrangement between PFT and the District is not reasonably designed to achieve those ends.
70. Accordingly, this Court should declare void and enjoin the provision allowing for union work on school time.

**COUNT V: UNION WORK ON SCHOOL TIME VIOLATES THE DISTRICT’S DUTY  
UNDER THE PUBLIC TRUST DOCTRINE**

71. Paragraphs 1—70 are realleged and incorporated by reference as if set forth fully herein.
72. In Pennsylvania, the public trust doctrine stems from the state constitution, statutory provisions, and common law.
73. Although the public trust doctrine is typically thought to govern the government’s administration of natural resources,

[i]t is clear that the judicial techniques developed in public trust cases need not be limited either to these few conventional interests or to questions of disposition of public properties. Public trust problems are found whenever governmental regulation comes into

question, and **they occur in a wide range of situations in which diffuse public interests need protection against tightly organized groups with clear and immediate goals.**

Joseph L. Sax, *The Public Trust Doctrine in Natural Resource Law: Effective Judicial Intervention*, 68 MICH. L.REV. 471, 556 (1969), available at <http://scholarship.law.berkeley.edu/cgi/viewcontent.cgi?article=2359&context=facpubs> (emphasis added).

74. The government has wide latitude to manage public resources, but it may not deploy those resources in a manner that impairs public use.
75. Indeed, Pennsylvania courts have a long history of reinforcing public trust principles. As the Pennsylvania Supreme Court noted long ago:

Taxation is a mode of raising revenue for public purposes. When it is prostituted to objects in no way connected with the public interests or welfare, it ceases to be taxation, and becomes plunder. **Transferring money from the owners of it, into the possession of those who have no title to it, though it be done under the name and form of a tax, is unconstitutional for all the reasons which forbid the legislature to usurp any other power not granted to them.**

*Sharpless v. Mayor of Philadelphia*, 21 Pa. 147, 169 (Pa. 1853) (emphasis added).

76. Public trust principles also undergird the Commonwealth's Public Official and Employee Ethics Act, where "[t]he Legislature hereby declares that public office is a public trust and that any effort to realize personal financial gain through public office other than compensation provided by law is a violation of that trust." 65 Pa.C.S.A. § 1101.1(a).
77. Union work on school time represents a misuse of resources for private gain, in violation of the District's duty under the public trust doctrine.
78. The District provides state and local funds to PFT for the purpose of providing compensation, including benefits and seniority and pension credit, to employees not performing public work.

79. Accordingly, this Court should declare void and enjoin the provision allowing for union work on school time.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that this Court grant the declaratory and injunctive relief requested herein, specifically that this Court render a judgment in its favor and against Defendants:

- A. Declaring that the provision of union work on school time is invalid;
- B. Permanently enjoining its further effect; and
- C. Granting any other declaratory or injunctive relief this Court deems appropriate.

## VERIFICATION

I, Kristina Rasmussen, being subject to penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities, hereby state that I am authorized by Americans for Fair Treatment, Inc. to affirmatively state that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

Date: February 25, 2015

By: /s/ Kristina Rasmussen

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of this Complaint, filed on behalf of Plaintiff Americans for Fair Treatment, Inc., has on this date been served on Defendants electronically and/or by first class mail, addressed as follows:

Philadelphia Federation of Teachers, Local 3, Plaintiff, AFL-CIO  
1816 Chestnut Street  
Philadelphia, PA 19103

The School District of Philadelphia  
440 North Broad Street  
Philadelphia, PA 19130

Date: February 25, 2015

/s/ Nathan R. Bohlander  
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/s/ David R. Osborne  
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