

Notice: This decision may be formally revised before it is published in the District of Columbia Register. Parties should promptly notify this office of any formal errors so that they may be corrected before publishing the decision. This notice is not intended to provide an opportunity for a substantive challenge to the decision.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
PUBLIC EMPLOYEE RELATIONS BOARD**

In the Matter of:	)	
	)	
Doctors' Council of the District of Columbia General Hospital,	)	
	)	
Complainant,	)	PERB Case No. 95-U-10
	)	and 95-U-18
v.	)	Opinion No. 482
	)	
District of Columbia General Hospital,	)	
	)	
Respondent.	)	
	)	

**DECISION AND ORDER**

The facts and issues that gave rise to this case are set out by the Hearing Examiner in his Report and Recommendation.<sup>1/</sup> The Hearing Examiner found that the District of Columbia General Hospital (DCGH) violated the Comprehensive Merit Personnel Act (CMPA), as codified under D.C. Code § 1-618.4(a)(1) and (5), by failing to negotiate in good faith with the Doctors' Council of the District of Columbia General Hospital (the Union or Doctors' Council) when DCGH contracted directly with a bargaining unit employee for his services as a bargaining unit employee in PERB Case No. 95-U-10. In PERB Case No. 95-U-18, the Hearing Examiner found that DCGH violated Section 1-618.4(a)(5) by failing to timely provide the Doctors' Council with certain information requested in conjunction with the processing of a related grievance. The Hearing Examiner found that the information was necessary and relevant to the Doctors' Council role as the exclusive bargaining representative of bargaining unit employees. The Hearing Examiner found that the totality of DCGH's actions had the calculated effect of undermining the Union's role as the employees' bargaining representative, thereby forcing it to seek redress through the Board. Therefore, the Hearing Examiner found that DCGH actions warrant a recommendation that it be ordered to pay the Doctors' Council reasonable costs (excluding attorney fees) as the Board may determine.

No exceptions were filed by either party to the findings, conclusions and recommendations made by the Hearing Examiner.

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<sup>1/</sup> The Hearing Examiner's Report and Recommendation is attached as an appendix to this Opinion.

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Pursuant to D.C. Code § 1-605.2(3) and Board Rule 520.14, the Board has reviewed the findings, conclusions and recommendations of the Hearing Examiner and the entire record. The Board hereby adopts the Hearing Examiner's conclusion in PERB Case No. 95-U-10 that DCGH violated D.C. Code § 1-618.4(a)(1) and (5), when it contracted directly with a bargaining unit employee concerning compensation for services provided in his capacity as a bargaining unit employee. See, e.g., University of the District of Columbia Faculty Association/NEA v. University of the District of Columbia, 38 DCR 6238, Slip Op. No. 285, PERB Case No. 86-U-16 (1992); American Federation of State, County and Municipal Employees, District Council 20, Local 2776, AFL-CIO v. D.C. Dep't of Finance and Revenue, 37 DCR 5658, Slip Op. No. 245, PERB Case No. 89-U-02 (1990) and Fraternal Order of Police, Metropolitan Police Department Labor Committee, et al. v. D.C. Office of Labor Relations and Collective Bargaining, 31 DCR 6208, Slip Op. 94, PERB Case No. 84-U-14 and 85-U-01 (1984). We also adopt the Hearing Examiner's recommended relief, including an Order directing DCGH to pay the costs incurred by the Doctors' Council to pursue this action. Id. Finally, in PERB Case No. 95-U-18, the Board hereby adopts the Hearing Examiner's finding and conclusion that DCGH violated D.C. Code § 1-618.4(a)(1) and (5), by failing to provide, upon request, information that was relevant and necessary (as discussed in the Hearing Examiner's Report) to the Union's role as employees' exclusive representative. See, e.g., Doctors' Council of the District of Columbia v. Government of the District of Columbia, et al., Slip Op. No. 353, PERB Case No. 92-U-27 (1993).

**ORDER**

**IT IS HEREBY ORDERED THAT:**

1. The District of Columbia General Hospital (DCGH) shall cease and desist from contracting directly with bargaining unit employees concerning compensation for services or duties performed by employee positions and job classifications included within the scope of the unit description without first notifying and, if requested, bargaining with the Doctors' Council of the District of Columbia General Hospital (Doctors' Council).
2. DCGH shall rescind any contract it has entered into directly with bargaining unit employees for services or duties performed by employee positions and job classifications included within the scope of the unit description until it has first notified and, if requested, bargained with the Doctors' Council.
3. DCGH shall cease and desist from refusing to bargain in good faith by failing to provide certain information and to timely

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provide other information requested by the Doctors' Council in conjunction with the administration of the parties' collective bargaining agreement.

4. The DCGH shall furnish the Doctors' Council with the requested information, as set forth in the Hearing Examiner's Report and Recommendation.

5. DCGH shall provide the information requested not later than fourteen (14) days following the issuance of this Opinion.

6. DCGH shall cease and desist from interfering, in any like and related manner, with the rights guaranteed employees and their exclusive bargaining representatives by the Comprehensive Merit Personnel Act.

7. DCGH shall post conspicuously within ten (10) days from the service of this Opinion the attached Notice at all of the affected work sites for thirty (30) consecutive days.

8. DCGH shall notify the Public Employee Relations Board (PERB), in writing, within fourteen (14) days from the date of this Order that the Notices have been posted and as to the steps it has taken to comply with the directives in paragraphs 1 and 2 of this Order.

9. The Complainant shall submit to the PERB, within fourteen (14) days from the date of this Order, a statement of the costs sought from DCGH together with supporting documentation; DCGH may file a response to the statement within fourteen (14) days from service of the statement upon it.

10. DCGH shall pay to Complainant its reasonable expenses incurred in this proceeding within ten (10) days from the determination by the Board or its designee as to the amount of those reasonable costs.

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

August 19, 1996



Public  
Employee  
Relations  
Board

Government of the  
District of Columbia



415 Twelfth Street, N.W.  
Washington, D.C. 20004  
[202] 727-1822/23  
Fax: [202] 727-9116

# NOTICE

ALL EMPLOYEES OF THE DISTRICT OF COLUMBIA GENERAL HOSPITAL REPRESENTED BY THE DOCTORS' COUNSEL OF THE DISTRICT OF COLUMBIA GENERAL HOSPITAL, THIS OFFICIAL NOTICE IS POSTED BY ORDER OF THE DISTRICT OF COLUMBIA PUBLIC EMPLOYEE RELATIONS BOARD PURSUANT TO ITS DECISION AND ORDER IN SLIP OPINION NO. 482, PERB CASE NO. 95-U-10 and 95-U-18 (August 19, 1996).

WE HEREBY NOTIFY our employees that the District of Columbia Public Employee Relations Board has found that we violated the law and has ordered us to post this notice.

WE WILL cease and desist from contracting directly with bargaining unit employees concerning compensation and other mandatorily negotiable terms and conditions of employment without first notifying and, if requested, bargaining with the Doctors' Council of the District of Columbia General Hospital (Doctors' Council).

WE WILL cease and desist from refusing to bargain in good faith with the Doctors' Council concerning information requested in conjunction with the administration of the parties' collective bargaining agreement.

WE WILL NOT in any like or related manner interfere with the rights guaranteed to employees by the Comprehensive Merit personnel Act to the bargaining unit employees at D.C. General Hospital.

District of Columbia  
General Hospital

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Executive Director)

This Notice must remain posted for thirty (30) consecutive days from the date of posting and must not be altered, defaced or covered by any other material.

If employees have any questions concerning the Notice or compliance with any of its provisions, they may communicate directly with the Public Employee Relations Board, whose address is: 415-12th Street, N.W. Room 309, Washington, D.C. 20006. Phone 727-1822.