Government of the District of Columbia
Pubic Employee Relations Board

Council of School Officers, Local 4, American Federation of School Administrators, AFL-CIO,	)	
Complainant,	)	PERB Case No. 08-U-53
v.	)	Opinion No. 977
District of Columbia Public Schools,	)	
Respondent.	)	

DECISION AND ORDER

I. Statement of the Case:

On June 19, 2008, the Council of School Officers, Local 4, American Federation of School Administrators, AFL-CIO ("CSO" or "Complainant") filed a a document styled "Unfair Labor Practice Complaint and Request for Injunctive Relief" against the District of Columbia Public Schools ("Respondent" or "DCPS"). The Complainant alleges that DCPS has violated D.C. Code §1-617.04(a)(1) and (5)[1] by failing to: (a) respond to the CSO's information request; and (b) process

[1]D.C. Code §1-617-04 provides in relevant part as follows:

> (a) The District, its agents, and representatives are prohibited from:
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> (1) Interfering, restraining, or coercing any employee in the exercise of the rights guaranteed by this subchapter;
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> * * *
>
> (5) Refusing to bargain collectively in good faith with the exclusive representative.

the CSO's class action grievance ("grievance"). (See Compl at p. 3 and Complainant's Exhibit 1).

The CSO is requesting that the Board: (a) grant its request for preliminary relief and enjoin DCPS from implementing its non-appointments decisions until a full hearing can be conducted on the unfair labor practice; (b) order DCPS to cease and desist from violating the Comprehensive Merit Personnel Act; (c) order DCPS to process the CSO's May 16, 2008 grievance; (d) order DCPS to post a notice advising bargaining unit members that it violated the law; and (e) grant its request for reasonable costs. (See Compl. at pgs. 3-4).

On July 9, 2008 the Office of Labor Relations and Collective Bargaining (on behalf of DCPS) filed a document styled "Agency Response to Unfair Labor Practice Complaint and Request for Injunctive Relief."[2] In their submission DCPS denies that it has violated the Comprehensive Merit Personnel Act ("CMPA"). DCPS has requested that the CSO's motion for peliminary relief ("Motion") be denied and the complaint be dismissed with prejudice. (See Answer at p. 11). CSO's Motion and DCPS Opposition are before the Board for disposition.

II. Discussion:

"On May 16, 2008, the Complainant submitted a grievance to DCPS on behalf of its bargaining unit members who had been notified by DCPS that they were not to be reappointed to their positions as principals." (Compl. at p. 2 and Complainant's Exhibit 2).

On May 29, 2008, the Complainant sent a letter to DCPS requesting relevant and necessary information in connection with the CSO's May 16, 2008 grievance. (See Compl. at p. 2 and Complainant's Exhibit 3). The CSO requested the following information:

> 1. The name of each individual principal who you [(Chancellor Rhee)] determined will not be reappointed to his/her position;

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[2]Pursuant to Board Rule 553.2, DCPS'Opposition to the Motion for Preliminary Relief was due on July 1, 2008. Also, in accordance with Board Rule 520.2 the Answer to the Complaint was due on July 9, 2008. However, the Office of Labor Relations and Collective Bargaining (on behalf of DCPS) requested an extension of time within which to submit its Opposition to the Motion. By letter dated July 3, 2008, the Board's Executive Director granted DCPS' request. As a result, DCPS' Opposition to the Motion and its Answer to the Complaint were both due on July 9, 2008.

2. The names of the individuals who were involved in any aspect of the non-reappointment decision, whether or not those individuals were employed by DCPS;

3. If you [(Chancellor Rhee)] are taking the position that you [(Chancellor Rhee)] were not involved in particular non-reappointment decision(s) by reason of a conflict or interest or any other reason; please provide the names of the individuals who made the non-reappointment decision in these case(s);

4. In reference to Request No. 3, if non-reappointment decisions were made by individuals other than yourself [(Chancellor Rhee)], please provide the Union with a complete explanation of the basis, statutory or otherwise, for these non-reappointment decisions; and

5. With respect to each individual listed in response to Request No. 1, a copy of the evaluations for these individuals for this school year, as well as the preceding two school years.

(Complainant's Exhibit 3).

In its May 29th letter the Complainant indicated that DCPS had until the close of business on Friday, June 6, 2008 to respond to its information request. (See Compl. at p. 2 and Complainant's Exhibit 3). DCPS did not provide a response to the Complainant's May 29th information request. "Therefore, by letter dated June 16, 2008 counsel for the Union contacted the General Counsel for DCPS requesting that DCPS respond to the Union's May 29, 2008 letter by the close of business on Wednesday, June 18, 2008." (Compl. at pgs. 2-3 and Complainant's Exhibit 4). DCPS failed to respond to the CSO's June 16th letter. (See Compl. at p. 3). On June 19, 2008, the CSO filed its Complaint and Motion.

The CSO asserts that "[t]he continued failure by DCPS to respond to the Union's request for information is unlawful and violates Section 1-617.04(a)(1) and (5) of the Comprehensive Merit Personnel Act of 1978. . . . [Also, the CSO contends that] [t]he failure by DCPS to abide by the terms of the parties' collective bargaining agreement and process the Union's grievance is also a violation of Sections 1-617.04(a)(1) and (5) because it serves to undermine the Union's role as a collective bargaining representative for the employees. In addition, Respondent's refusal to process the Union's grievance or provide a response to its information request represents a refusal to bargain in good faith with the Union, which is also a violation of Sections 1-617.04(a)(1) and (5) of the

Comprehensive Merit Personnel Act of 1978. . . . " (Compl. at p. 2).

The CSO is requesting that the Board grant its request for preliminary relief. In support of its position, CSO asserts the following:

> In the first instance, the refusal by DCPS to respond to the Union's information request, as well as the failure of DCPS to process the Union's grievance unquestionably amounts to a refusal on the part of the DCPS to bargain in good faith. Such a refusal is a flagrant violation of the CMPA.
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> The effect of the decision by DCPS to remove principals and assistant principals from their positions is clearly widespread - directly impacting more than 50 bargaining unit members who have been notified by DCPS that they will not be reappointed as principals or assistant principals and that their employment with DCPS will end as of June 30, 2008. Moreover, the non-reappointment decisions also indirectly impact the entire bargaining unit. The failure by DCPS to respond to the Union's information request and grievance prevents bargaining unit members from exercising their rights under D.C. Code § 1-617-06(a). Moreover, the lack of response from DCPS discourages members from exercising their statutory rights - if an individual does not believe a grievance will be processed it is much less likely that it will be raised in the first place. Thus, DCPS' conduct has the effect of chilling the rights of all bargaining unit members and effectively sends the message that the school system believes it is above the law.
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> Likewise, there can be little doubt that the public interest will be seriously affected by the conduct of DCPS. The refusal by DCPS to deal with the Union will not only lead to turmoil and confusion among the remaining bargaining unit members but also will create the impression that DCPS is not a responsible employer - a reputation that will make it harder to both retain and attract qualified candidates to work as educators and administrators for DCPS.
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> Finally, there is no question that if DCPS is not enjoined from carrying out its non-reappointment decisions, any relief that PERB may eventually award will not be adequate to address the improper conduct. Moreover, it will be exceedingly difficult to require the parties to return to a *status quo* ante once the individuals are removed

> from their positions - which DCPS has indicated will occur on June 30, 2008.

(Compl. at pgs. 5-6, emphasis added).

In its response to the Motion DCPS asserts that the CSO's request for preliminary relief should be denied. DCPS argues that in this case, the Complainant has failed to meet any of the elements necessary for obtaining preliminary relief. (See DCPS' Opposition at p. 7). Concerning DCPS' failure to provide requested information, DCPS does not dispute the factual allegations regarding their failure to produce the information and documents which were requested by the CSO on May 29, 2008 and June 16, 2008. Nonetheless, DCPS claims that: (1) it has not violated the CMPA; and (2) the CSO has failed to satisfy the requirements for preliminary relief. In support of its position, DCPS asserts the following:

> The Respondent admits that the Complainant sent a letter to Respondent on May 29, 2008. Respondent denies that the information requested was relevant and necessary in connection to the May 16, 2008, grievance request. By way of further answer, Respondent at all times intended to provide the requested information in the necessary and due course of business. . . . The Complainant will have the requested information by the close of business Wednesday, July 9, 2008, with the exception of the performance evaluations. The requested evaluations are being gathered. Due to the summer session and vacation schedules, Respondent needs additional time to provide the evaluations.

(DCPS' Opposition at pgs. 3-4).

Finally, DCPS asserts that "halting an action, and continuing to employ the principals and assistant principals in term appointments that have expired, and for which the Chancellor has exercised her discretionary power not to reappoint, is without precedent and improper. If necessary, a full-blown hearing on the merits should be ordered." (DCPS' Opposition at p. 10).

In view of the above, DCPS requests that: (1) the Board find that the CSO's claim concerning DCPS' failure to provide information and documents does not constitute an unfair labor practice; (2) the Board deny the CSO's request for preliminary relief; and (3) if necessary, the Board should order a "full-blown" hearing on the merits. (See DCPS' Opposition at pgs. 10-11).

The CSO requested that the Board "render a decision with respect to the request for preliminary relief before June 30, 2008, the effective date of the non-reappointment decisions." (Compl. at p. 6). The Board could not hold a meeting prior to that date because the Board did not

have the three members necessary to "constitute a quorum for the transaction of business." (D.C. Code § 1-605.01(l)).

We find that the CSO's request for preliminary relief is moot since the Board could not consider the CSO's request before the non-reappointment decisions became effective on June 30, 2008.

Concerning the CSO's request for information, DCPS admits that on May 29, 2008, the Complainant made a written request for information. (See DCPS' Opposition at p. 3). In addition, DCPS acknowledges that on June 16, 2008 the Complainant made a second request for the same information. (See DCPS' Opposition at p. 3). Finally, DCPS concedes that as of the date the Complaint and Answer were filed, June 20, 2008 and July 9, 2008, respectively, DCPS had failed to provide the Complainant with the requested information. (See DCPS' Opposition at pgs. 3-4).

After reviewing the parties' pleadings, it is clear that: (1) DCPS acknowledges that the CSO made at least two requests for information and that it failed to comply with those requests; (2) DCPS has not articulated any viable defense with respect to its failure to provide the information requested by the CSO on May 29, 2008 and June 16, 2008; and (3) as of July 9, 2008 (the date DCPS submitted its Opposition to the CSO's Motion), DCPS had not provided the documents and information requested by the CSO on May 29, 2008, and June 16, 2008.[3] As a result, we believe that the material issues of fact and supporting documentary evidence concerning DCPS' failure to comply with the CSO's May 29th and June 16th information requests are undisputed by the parties. Thus, the allegation concerning DCPS' failure to produce documents and information, does not turn on disputed material issues of fact, but rather on a question of law. Therefore, pursuant to Board Rule 520.10[4], DCPS' failure to produce documents and information can appropriately be decided on the pleadings.

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[3]In its Opposition to the Motion, DCPS acknowledges that it has not provided the Union with the requested information. (See DCPS' Opposition at p. 3). However, DCPS asserts that "[t]he Complainant will have the requested information by the close of business Wednesday, July 9, 2008, with the exception of the performance evaluations. [DCPS claims that] [t]he requested evaluations are being gathered. Due to the summer season and vacation schedules, Respondent needs additional time to provide the evaluations." (DCPS' Opposition at p. 4).

[4]Board Rule 520.10 provides as follows:

> If the investigation reveals that there is no issue of fact to warrant a hearing, the Board may render a decision upon the pleadings or may request briefs and/or oral arguments.

This Board has previously considered the question of whether an agency has an obligation to provide documents in response to a request made by a union. In *University of the District of Columbia v. University of the District of Columbia Faculty Association*, 38 DCR 2463, Slip Op. No. 272 at p. 4, PERB Case No. 90-U-10 (1991), we determined that "the employer's duty under the CMPA includes furnishing information that is 'both relevant and necessary to the Union's handing of [a] grievance' ..." Also, see *Teamsters, Local 639 and 730 v. D.C. Public Schools*, 37 DCR 5993, Slip Op. No. 226, PERB Case No. 88-U-10 (1989) and *Psychologists Union, Local 3758 of the D.C. Department of Health, 1199 National Union of Hospital and Health Care Employees, American Federation of State County and Municipal Employees, AFL-CIO v. District of Columbia Department of Mental Health*, Slip Op. No. 809, PERB Case No. 05-U-41 (2005). The Supreme Court of the United States has held that an employer's duty to disclose "unquestionably extends beyond the period of contract negotiations and applies to labor-management relations during the term of an agreement." *NLRB v. Acme Industrial Co.*, 385 U.S. 32, 36 (1967). "We have held that it is not the Board's role to determine the merits of a grievance as a basis for determining the relevancy or necessity of information requested by a union in the processing of a grievance." *Doctors' Council of the District of Columbia v. Government of the District of Columbia, et al.*, 43 DCR 5391, Slip Op. No. 353 at p. 5, PERB Case No. 92-U-27 (1996); *University of the District of Columbia v. University of the District of Columbia Faculty Association, supra*, Slip Op. No. 272 at n. 6.

In the present case, we find that the requested information and documents are both relevant and necessary to a legitimate collective bargaining function to be performed by the Union, i.e., the investigation, preparation and processing of a grievance under the parties' negotiated grievance procedure. DCPS' claim that the requested information is not necessary or relevant to the May 16, 2008 grievance request, does not constitute a viable defense. See *Doctors' Council of the District of Columbia v. Government of the District of Columbia, et al., supra;* and *University of the District of Columbia v. University of the District of Columbia Faculty Association, supra.* Also, DCPS does not assert that all of the requested information was not available on the dates they were requested. Instead, DCPS argues that it "intended to provide the requested information in the necessary and due course of business." (DCPS' Opposition at p. 3). As a result, we believe that as of June 19, 2008 (the date the complaint was filed), DCPS had in its possession most if not all of the information requested by the Union.

After reviewing the evidence, we find that DCPS did not respond to some of the CSO's requests and responded to others only after the CSO filed a complaint.[5] This Board had held that an agency does not satisfy its statutory obligation by eventual but belated responses to requests for

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[5]In its Opposition, DCPS acknowledges that it has not provided the information numbers requested by the CSO. However, DCPS claims that it intends to provide a response to Requests 1- 4 by July 9, 2008, and that it would provide the evaluations noted in Request Number 5 after a later date. However, to date, DCPS has not submitted proof that it has responded to the CSO's information request.

information, particularly responses that are provided only after an unfair labor practice complaint has been filed. See *Doctors' Council of D.C. General Hospital v. D.C. Health and Hospitals Public Benefit Corp.*[6] Even assuming that DCPS eventually provides the information requested, it is not enough that the agency respond, but it must do so in a timely manner. When DCPS filed its Answer in July 2008 almost two months had elapsed since the CSO made its first request for information from DCPS and DCPS had still not provided the requested information. We believe that DCPS has had more than a reasonable period of time to comply with the CSO's request for information. For the reasons discussed above, we find that DCPS has failed to show any countervailing concerns which outweigh its duty to disclose the requested information.

The Board, having reviewed this matter, concludes that by failing and refusing to produce information and documents for which DCPS did not raise any viable defense, DCPS failed to meet their statutory duty of good faith bargaining, thereby violating D.C. Code §1-617.04(a)(5). See, *Psychologists Union, Local 3758 of the D.C. Department of Health, 1199 National Union of Hospital and Health Care Employees, American Federation of State County and Municipal Employees, AFL-CIO v. District of columbia Department of Mental Health*, Slip Op. No. 809 at p. 7, PERB Case No. 05-U-41 (2005). In addition, we have held that "a violation of the employer's statutory duty to bargain [under D.C. Code § 1-617.04(a)(5)] also constitutes derivatively a violation of the counterpart duty not to interfere with the employees' statutory rights to organize a labor union free from interference, restraint or coercion; to form, join or assist any labor organization or to refrain from such activity; and to bargain collectively through representatives of their own choosing." *American Federation of State, County and Municipal Employees, Local 2776 v. D.C. Department of Finance and Revenue*, 37 DCR 5658, Slip Op. No. 245 at p. 2, PERB Case No. 89-U-02 (1990).[7] In the present case, we find that DCPS' failure to bargain in good faith with the CSO constitutes derivatively, interference with bargaining unit employees rights in violation of D.C. Code § 1-617-04(a)(1) (2001 ed.).

For the reasons noted, we find that under the facts of this case, DCPS' failure to provide the CSO with the requested information in a timely manner, constitutes a violation of the CMPA. However, it is clear from the pleadings that the parties disagree on the facts concerning the CSO's allegation that DCPS violated the CMPA by failing to process the CSO's May 16, 2008 grievance

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[6]47 D.C. Reg. 10108, Slip Op. No. 641, PERB Case No. 00-U-29 (2000), See also, *Providence Hospital and Mercy Hospital and Massachusetts Nurses Association*, 320 NLRB 790, 794 (1996).

[7]See also, *American Federation of Government Employees, Local 2725 v. District of Columbia Housing Authority*, 46 DCR 8356, Slip Op. No. 597 at p. 5, PERB Case No. 99-U-33 (1999); *Committee on Interns and Residents v. D.C. General Hospital*, 43 DCR 1490, Slip Op. No. 456, PERB Case No. 95-U-01 (1996); *and University of the District of Columbia v. University of the District of Columbia Faculty Association, supra.*

request. (See Compl. at p. 3). On the record before us, establishing the existence of this alleged unfair labor practice violation turns essentially on making credibility determination on the basis of conflicting allegations. We can not do so on the pleadings. Therefore, we direct the development of a factual record through an unfair labor practice hearing of the remaining allegation concerning DCPS' failure to process the CSO's May 16, 2008 grievance request. As a result, this allegation shall be forwarded to a Hearing Examiner for disposition.

Since we have determined that DCPS has violated the CMPA by not providing in a timely manner the information requested by the Union, we now turn to the issue of what is the appropriate remedy in this case. The CSO is asking that the Board order DCPS to: (1) provide the documents requested by the Union; (2) post a notice; (3) award attorney fees and reasonable costs; and (4) cease and desist from violating the CMPA. (See Compl. at p. 5).

We direct DCPS to produce the information and documents requested by the Union on May 29, 2008, and June 16, 2008. In addition, DCPS shall post a notice acknowledging that it has violated the CMPA. The Board has previously noted that, "[w]e recognize that when a violation is found, the Board's order is intended to have therapeutic as well as remedial effect. Moreover, the overriding purpose and policy of relief afforded under the CMPA for unfair labor practices, is the protection of rights and obligations". *National Association of Government Employees, Local R3-06 v. District of Columbia Water and Sewer Authority*, 47 DCR 7551, Slip Op. No. 635 at pgs. 15-16, PERB Case No. 99-U-04 (2000). Moreover, "it is the futherance of this end, i.e., the protection of employees rights, ... [that] underlies [the Board's] remedy requiring the posting of a notice to all employees concerning the violation found and the relief afforded . . . ." *Charles Bagenstose v. D.C. Public Schools*, 41 DCR 1493, Slip Op. No. 283 at p. 3, PERB Case No. 88-U-33 (1991). We are requiring that DCPS post a notice to all employees concerning the violations found and the relief afforded. Therefore, bargaining unit employees who are most aware of DCPS' conduct and thereby affected by it, will know that exercising their rights under the CMPA is indeed fully protected. "Also, a notice posting requirement serves as a strong warning against future violations." *Wendell Cunningham v. FOP/MPD Labor Committee*, 49 DCR 7773, Slip Op. No. 682 at p. 10, PERB Case Nos. 01-U-04 and 01-S-01 (2004).

The CSO has requested that attorney fees and reasonable costs be awarded. (See Compl. at p. 3). Concerning the Complainant's request for attorney fees, the Board has held that D.C. Code § 1-617.13 does not authorize it to award attorney fees. See, *International Brotherhood of Police Officers, Local 1445, AFL-CIO/CLC v. District of Columbia General Hospital*, 39 DCR 9633, Slip Op. No. 322, PERB Case No. 91-U-14 (1992); and *University of the District of Columbia Faculty Association NEA v. University of the District of Columbia*, 38 DCR 2463, Slip Op. No. 272, PERB Case No. 90-U-10 (1991). Therefore, the Complainant's request for attorney fees is denied. As to the Complainant's request for reasonable costs, the Board first addressed the circumstances under which the awarding of costs to a party may be warranted in *AFSCME, D.C. Council 20, Local 2776 v. D.C. Department of Finance and Revenue*, 37 DCR 5658, Slip Op. No. 245, PERB Case No. 89-

U-02 (1990).[8] In the *AFSCME* case, the Board concluded that it could, under certain circumstances, award reasonable costs, stating:

> First, any such award of costs necessarily assumes that the party to whom the payment is to be made was successful in at least a significant part of the case, and that the costs in question are attributable to that part. Second, it is clear on the face of the statute that it is only those costs that are "reasonable" that may be ordered reimbursed . . . Last, and this is the [crux] of the matter, we believe such an award must be shown to be in the interest of justice.
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> Just what characteristics of a case will warrant the finding that an award of costs will be in the interest of justice cannot be exhaustively catalogued . . . What we can say here is that among the situations in which such an award is appropriate are those in which the losing party's claim or position was wholly without merit, those in which the successfully challenged action was undertaken in bad faith, and those in which a reasonably[y] foreseeable result of the successfully challenged conduct is the undermining of the union among the employees for whom it is the exclusive bargaining representative. Id. at pgs. 4-5.

In the present case, it is clear that the Union made a request for information on May 29, 2008, and June 16, 2008. As previously discussed, we believe that as of June 19, 2008 (the date CSO's Complaint was filed) DCPS had in its possession most if not all of the information requested by the Union. However, as of July 9, 2008 (the date DCPS' Answer was filed), DCPS had not: (a) provided all the information requested by the Union; or (b) articulated a viable defense or countervailing concern which outweighs its duty to disclose the requested information. We find that under the circumstances of this case: (1) DCPS' position was wholly without merit; and (2) a reasonably foreseeable result of DCPS' conduct was the undermining of the Union among the employees for whom it is the exclusive representative.

In view of the above, we believe that the interest-of-justice criteria articulated in the *AFSCME* case would be served by granting the CSO's request for reasonable costs in the present case. Therefore, we grant the CSO's request for reasonable costs. However, calculation of the reasonable costs shall be deferred until the Board issues a decision on the remaining allegation in this proceeding.

For the reasons discussed above, we find that DCPS has violated the CMPA by failing to provide information to the CSO. However, the remaining allegation concerning DCPS' failure to

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[8]The Board has made it clear that attorney fees are not a cost.

process the CSO's May 16, 2008 grievance request shall be forwarded to a Hearing Examiner for disposition.

ORDER

IT IS HEREBY ORDERED THAT:

1. The District of Columbia Public Schools ("DCPS"), its agents and representatives shall cease and desist from refusing to bargain in good faith with the Council of School Officers, Local 4, American Federation of School Administrators, AFL-CIO ("CSO"), by failing to furnish the CSO with copies of the documents and information requested by the Union in its May 29, 2008 and June 16, 2008 letters. The information and documents requested by the CSO on May 29, 2008, and June 16, 2008, shall be provided to the Union no later than fourteen (14) days from the service of this Decision and Order.

2. DCPS, its agents and representatives shall cease and desist from interfering with, restraining or coercing its employees by engaging in acts and conduct that abrogate employees' rights guaranteed by "Subchapter VII Labor-Management Relations" of the Comprehensive Merit Personnel Act ("CMPA") to bargain collectively through representatives of their own choosing.

3. For the reasons stated in this Slip Opinion, the CSO's request for reasonable costs is granted with respect to the costs associated in this proceeding for prosecuting DCPS' violation for failure to respond to CSO's request for information. However, calculation of the reasonable costs shall be deferred until the Board issues a decision on the remaining allegation concerning DCPS' alleged failure to process the CSO's May 16, 2008 grievance request.

4. DCPS shall post conspicuously, within ten (10) days from the service of this Decision and Order, the attached Notice where notices to bargaining-unit employees are customarily posted. The Notice shall remain posted for thirty (30) consecutive days.

5. Within fourteen (14) days from the issuance of this Decision and Order, DCPS shall notify the Public Employees Relations Board ("Board"), in writing, that the Notice has been posted accordingly. Also, within fourteen (14) days from the issuance of this Decision and Order, DCPS shall notify the Board of the steps it has taken to comply with paragraph 1 of this Order.

6. The Board's Executive Director shall refer the remaining allegation concerning DCPS' failure to process the CSO's May 16, 2008 grievance, to a Hearing Examiner for disposition. The Notice of Hearing shall be issued seven (7) days prior to the date of the hearing.

7. 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.

August 28, 2009

PERB
Public Employee Relations Board
Government of the District of Columbia
717 14th Street, N.W.
Suite 1150
Washington, D.C. 20005
[202] 727-1822/23
Fax: [202] 727-9116

NOTICE

TO ALL EMPLOYEES OF THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS, 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. 977, PERB CASE NO. 08-U-53 (August 28, 2009)

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 violating D.C. Code § 1-617.04(a)(1) and (5) by the actions and conduct set forth in Slip Opinion No. 977.

WE WILL cease and desist from refusing to bargain in good faith with the Council of School Officers, Local 4, American Federation of School Administrators ("CSO"), AFL-CIO by failing to provide the CSO with information it requested.

WE WILL NOT, in any like or related manner, interfere, restrain or coerce, employees in their exercise of rights guaranteed by the Labor-Management Subchapter of the District of Columbia Comprehensive Merit Personnel Act of 1978.

District of Columbia Public Schools

Date:_____ By:_____
Chancellor

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 may questions concerning this Notice or compliance with any of its provisions, they may communicate directly with the Public Employee Relations Board, whose address is: 717 14th Street, N.W., Suite 1150, Washington, D.C. 20005. Phone: (202) 727-1822.

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

August 28, 2009

CERTIFICATE OF SERVICE

This is to certify that the attached Decision and Order in PERB Case No. 08-U-53 was transmitted via U.S. Mail to the following parties on this the 28th day of August 2009.

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for Sheryl V. Harrington
Secretary