

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 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 and Constance R. DiAngelo, ¹)	
)	PERB Case Nos. 05-U-47
Complainants,)	and 07-U-22
)	
v.)	Opinion No. 993
)	
District of Columbia Government Office of the Chief Medical Examiner,)	
)	
Respondent.)	
)	

DECISION AND ORDER²

I. Background

The Doctors Council of the District of Columbia and the Employee (“Complainants” or “Union”) filed an unfair labor practice complaint on August 8, 2005, in PERB Case No. 05-U-47. The Union alleged that the District of Columbia Government Office of the Chief Medical Examiner (“Respondent” or

¹ The Complainants have requested that the term “Individual” be substituted for the name of Constance DiAngelo. Before the Hearing Examiner, the Respondent objected to this request. Nonetheless, the Hearing Examiner found that all pleadings filed by both parties listed “the Individual” as one of the Complainants, in keeping with Sections II (b) (8) of the settlement agreement. On this basis, he granted the Complainants’ request to change the caption to include “Individual”. However, we note that earlier submissions to the Board contained Constance R. DiAngelo’s name. To date, the Board has not received any submission from the parties requesting this change. Therefore, we cannot rule on the Complainants’ request that the term “Individual” be substituted for the name Constance DiAngelo. As a result, Ms. DiAngelo’s name will remain in the caption.

² PERB Case No. 05-U-47 and PERB Case No. 07-U-22 have been consolidated as they pertain to the same parties and concern the same underlying issue, i.e., an unfair labor practice complaint (05-U-47) and the alleged failure of the Respondent to implement a settlement agreement (07-U-22).

“OCME”) violated D.C. Code § 1-617.04(a)(1) and (3) by refusing to allow the employee to return to her Deputy Medical Examiner Career Service bargaining unit position. The Respondent filed an Answer on August 25, 2005.

A hearing was scheduled and postponed indefinitely because the parties filed motions. The motions were presented to the Hearing Examiner orally on March 21, 2006, and the Hearing Examiner issued an Interim Ruling on the Motions. A Hearing was held on May 18 and 19, and June 7, 2006. The parties advised the Hearing Examiner on June 7, 2006, that they had reached a tentative settlement agreement. At their request, the Hearing Examiner held the matter in abeyance, retaining jurisdiction until all terms of the agreement were finalized. The agreement was not finalized by the parties until September 28, 2006. The settlement had various components including: (1) removing from the employee’s Official Personnel File (“OPF”) all documentation pertaining to this matter, and (2) destroying certain documents.

The Respondent failed to comply with the above provisions of the settlement agreement and on February 26, 2007, the Union and the employee filed an unfair labor practice Complaint in PERB Case No. 07-U-22. The Complainants alleged the failure of the Respondent to implement the express, unambiguous terms of a settlement agreement violates D.C. Code § 1-617.04(a)(5). The Complainants requested that the Board issue a remedial order and grant costs and attorney fees. On March 22, 2007, the Respondent filed an Answer to the complaint stating that it could neither admit nor deny the allegations for want of sufficient information. (See Answer at pages 2-4). The Respondent further stated that most of the provision of the settlement agreement were completed in that the employee had received money and attorney fees had been paid. (See Answer at pages 1-2).

On March 23, 2007, a meeting was held by the parties in this matter and the Respondent’s counsel agreed that the forms showing reinstatement and resignation of the employee were not in keeping with the settlement agreement. (See R&R at p. 3). On April 19, 2007, the Complainants filed a Motion for Summary Judgment on the Pleadings. On April 23, 2007, the Complainants also filed a Motion to Consolidate the two cases in this matter. The Hearing Examiner did not find it necessary to rule on the Motion for Summary Judgment at that time.

A Hearing was scheduled on April 24, 2007. The parties discussed the possibility of bubble wrapping the documents that were to be destroyed. (See R&R at p. 5). The parties agreed that there were some corrections to be made regarding implementation of the portion of the settlement pertaining to the removal and replacement of documents in the employee’s OPF. The Respondent’s counsel agreed to correct the errors within one week and at the April 24, 2007 hearing the parties also agreed that the pleadings in PERB Case No. 07-U-22 should be considered a part of the record in Case No. 04-U-47.³

³ At the April 24, 2007 hearing, the parties agreed to resolve the portion of the case relating to the employees’ OPF within two weeks, stating that this was not related to the issue of the destruction of documents. (See R&R at p.

(See R&R at p. 4). The Respondent did not object to the Complainants' Motion to Consolidate these matters, but objected to the request to change the caption of the case. (See n.1, above).

On September 6, 2007 and October 2, 2007, the Hearing Examiner held a hearing on both cases, effectively consolidating the cases and denying the Motion for Summary Judgment on the Pleadings. The issue before the Hearing Examiner was: "Whether the Respondents have implemented the settlement agreement on the sole issue of removing certain papers from the Individual's OPF and replacing them with other papers."

On June 9, 2007, he issued a Report and Recommendation ("R&R") and found that the Respondent failed to comply with the terms of the settlement agreement, violating the Comprehensive Merit Personnel Act ("CMPA") at D.C. Code § 1-617.04(a)(5), by failing to bargain in good faith. The Hearing Examiner recommended that the Board order the Respondent to comply with the terms of the settlement agreement and retained jurisdiction over the remaining issue - whether the Respondent complied with the terms of the settlement agreement that required the destruction of documents. (See R&R at p. 8). Also, he denied the Complainants' request for costs. (See R&R at pgs. 8-9). Although the Complainants submitted a document purporting to correct typographical errors in the R&R, no exceptions were filed.

Upon review of the June 9, 2007 R&R, the Board found that the Hearing Examiner's ruling on the issue of placing certain documents in the employee's OPF merely addressed one portion of the issues raised by the Complainants. The Board determined that the Hearing Examiner's ruling amounted to an interim ruling and was not ripe for review. Therefore, the Board remanded the matter to the Hearing Examiner to complete the hearing on all matters relevant to this case. Specifically, the Board instructed the Hearing Examiner to address the issue of the Respondent's failure to comply with all the provisions of the settlement agreement, including the issue of the destruction of documents. (See Slip Op. No. 923 at p. 4, PERB Case Nos. 05-U-47 and 07-U-22 (November 29, 2007)).

As a result, the Hearing Examiner held a hearing on December 11, 2008, and issued an R&R on January 18, 2008. The Hearing Examiner found that no dispute exists concerning the terms of the agreement. He noted that under Board case law, when a party simply refuses or fails to implement an award or negotiated agreement where no dispute exists over its terms, such conduct constitutes a failure to bargain in good faith. Therefore, the Hearing Examiner determined that the Respondent violated the

4). On May 14, 2007, the Complainants filed a Motion for Order Addressing Respondents' Failure to Correct Complainant Individual's Official Personnel File" stating that more than two weeks had passed since the April 24, 2007 hearing and that the Respondent did not object to the motion. The Complainants requested that the Hearing Examiner enter an order that included an award of costs. The Respondent filed a Reply on May 21, 2007, objecting to the motion, asserting that it had previously objected to this motion.

CMPA.⁴ The Respondent filed Exceptions and the Complainants filed Exceptions and an Opposition. These submissions, along with the Hearing Examiner's R&R, are before the Board for disposition.

II. Hearing Examiner's Report and Recommendation dated January 18, 2008

On remand, the Hearing Examiner addressed the Respondent's alleged failure to comply with the terms of the settlement agreement in this matter, including the issue of destruction of documents. He rejected the Respondent's assertion that it was substantially in compliance with the settlement agreement and was therefore acting in good faith. (See R&R at p. 14). He noted that "[u]nder applicable Board precedent, failing to implement a negotiated agreement where no dispute exists over its terms constitutes a failure to bargain in good faith and thereby, an unfair labor practice under the CMPA."⁵ (R&R at p. 14).

The settlement agreement provided for certification within 30 days that the requirements of the agreement were to be implemented. The Hearing Examiner noted that "as of December 11, 2007, nearly fifteen months after the September 28, 2006 - the date the parties entered into the Settlement Agreement - and almost fourteen months after the certification requirements [of the Settlement Agreement], which were to have taken place in thirty days, there still had not been full compliance."⁶ (R&R at p. 14). As a result, he determined that the Respondent violated D.C. Code § 1-617.04(a)(1) and (5). The Hearing Examiner opined that even if the Respondent were in compliance by the time his award issued, "the delay in reaching that stage under applicable [Board] precedent constitutes a violation of the duty to bargain in good faith, as codified under D.C. Code § 1-617.04(a)(5) . . . and, derivatively, interference with bargaining unit employees rights in violation of D.C. Code § 1-617.04(a)(1)."⁷ (R&R at p. 14). He determined that "there is ample evidence on the record that the parties have agreed that 'bubblewrapping' or sealing the relevant documents reaches the same result" as destroying the documents. (R&R at p. 14). Therefore,

⁴ On December 17, 2008, the Complainants filed a document styled "Supplemental Submission Transmitting Document Dated 10-2-07" and attached a "Notice for Sealed Documents." On December 24, 2007, the Respondent filed a "Response in Opposition to Complainants' Attempt to Breach Rule 408 of the Federal Rules of Evidence" asserting that the Notice for Sealed Documents had been prepared for the purpose of attempting to reach settlement on the outstanding issues in this matter, and as such, should not be part of the record in this case. (See R&R at p. 13).

⁵ The Hearing Examiner cited *American Federation of Government Employees, Local 872 v. District of Columbia Water and Sewer Authority*, 46 DCR 4398, Slip Op. No. 497, PERB Case No.96-U-23 (1996). (See R&R at p. 14).

⁶ The Hearing Examiner stated that "[the Board has] found that twenty-three months since the parties entered into a settlement agreement constituted more than a reasonable period of time for compliance." (R&R at p. 14).

⁷ The Hearing Examiner cited *American Federation of State, County and Municipal Employees, District Council 20, Locals 1959 and 2921, AFL-CIO v. District of Columbia Public Schools and District of Columbia Government*, Slip Op. No. 796, PERB Case No. 05-U-06 (1995). (See R&R at p. 14).

he recommended that the Board order the parties to bubblewrap the documents that were to be destroyed.⁸

With respect to the request for attorney fees, the Hearing Examiner noted that the Board lacks authority to award attorney fees. (See R&R at p. 15 where the Hearing Examiner references his June 9, 2007 award at p. 7).

Regarding the Complainants' request for costs, the Hearing Examiner found that "the reasons given by Respondent for failure to implement the agreement were without merit, but it did not appear that as of June 9, 2007, that this reflected a pattern-and-practice as was the case in . . . Slip Op. No. 597. . . ."⁹ Nonetheless, the Hearing Examiner found that after promising to comply, the Respondent repeatedly failed to comply with the settlement and opined that this constituted a pattern and practice within the facts of this case. On this basis, he recommended that the Board award costs to the Complainants. (See R&R at p. 15).

III. The Respondent's and Complainants' Exceptions and Respondent's Opposition

The Board's rules encourage consolidation of cases where the two parties are the same, the facts are the same or related, the issue is the same and the representatives are the same. The Board will consolidate cases for efficiency and economy. Thus, the Board finds that the Hearing Examiner's ruling on the issue of consolidation is reasonable and consistent with Board precedent.

In its exceptions, the Respondent asserts that it has substantially complied with other terms of the settlement agreement, with the exception of the replacement and destruction of documents. For instance, the employee has received back pay and her retirement date has been corrected. Thus, the Respondent maintains that it has not violated the CMPA because it has made good faith efforts to comply with the terms

⁸ Relying on Administrative Order ("AO") AO-07-06, the Respondent had asserted that personnel records could not be destroyed. The administrative order provides that "[u]nder no circumstances will a DCHR representative destroy personnel records/documents expunged or purged from a personnel file as a result of a settlement agreement" pursuant to AO-07-06. (R&R at p. 14). The Complainants countered that AO-07-06 was not a final order and that it was procedurally defective. The Hearing Examiner found that there was no need to rule on whether AO-07-06 was validly issued and if so, whether and how its terms would affect the settlement agreement in this case.

⁹ Citing *American Federation of Government Employee, Local 2725, AFL-CIO v. District of Columbia Housing Authority*, 46 DCR 8356, Slip Op. No. 597, PERB Case No. 99-U-23 (1999). In Slip Op. No. 597, the agency had failed to implement settlement agreements in previous cases before the Board, i.e., in *American Federation of Government Employees v. D.C. Housing Authority*, 46 DCR 6278, Slip. Op. No. 585, PERB Case Nos. 98-U-20 and 99-U-05. Therefore, the Board found a pattern and practice of failing to implement arbitration awards and awarded the Union costs in the interest of justice.

of the settlement agreement.¹⁰ (See Respondent's Exceptions at p. 2).

The Board has long held that failure to timely implement a negotiated agreement where no dispute exists over its terms constitutes a failure to bargain in good faith and thereby, an unfair labor practice under the CMPA. (See *American Federation of Government Employees, Local 872 v. District of Columbia Water and Sewer Authority*, 46 D R 4398, Slip Op. No. 497, PERB Case No. 96-U-23 (1996); and *American Federation of State, County and Municipal Employees, District Council 20, Locals 1959 and 2921, AFL-CIO v. District of Columbia Public Schools and District of Columbia Government*, Slip Op. No. 796, PERB Case No. 05-U-06 (1995). In the present case, the terms of the settlement agreement are undisputed and were not fully implemented.

As stated above, the Respondent argues that it has complied with other terms of the settlement agreement, with the exception of the replacement and destruction of documents. As a result, the Respondent asserts that it has not violated the CMPA. After reviewing the Respondents' exceptions, the Board finds that the arguments contained in the exceptions are the same arguments considered and rejected by the Hearing Examiner. In view of the above, we find that the exceptions amount to a mere disagreement with the Hearing Examiner's findings. The Board has held that a mere disagreement with the Hearing Examiner's findings is not a basis for setting aside the Hearing Examiner's findings when they are fully supported by the record. See *American Federation of Government Employees, Local 872 v. District of Columbia Department of Public Works*, 38 DCR 6693, Slip Op. No. 266 at p. 3, PERB Case Nos. 89-U-15, 89-U-16, 89-U-18 and 90-U-04 (1991). In effect, the Respondent is asking the Board to adopt its interpretation of the evidence presented at the hearing.¹¹ The Board finds that the Hearing

¹⁰ The Respondent argues that the parties entered into a settlement agreement in late September 2006 under the administration of Mayor Williams. At that time, the District of Columbia Office of Personnel (now the District of Columbia Office of Human Resources) indicated that they would destroy documents in the employee's personnel file. (See Respondent's Exceptions at pgs. 2-3). Later, "institutional caution arose with the change in administration . . . [and] the Agency became concerned about the legality of the destruction of certain papers in the Official Personnel File (OPF) of the [employee]." (Respondent's Exceptions at p. 3). The Respondent maintains that "non-official documents have been destroyed in compliance with the Settlement Agreement. For example, [the District of Columbia Office of the Chief Medical Examiner] has thrown away its files concerning the [employee]." (Respondent's Exceptions at p. 3).

¹¹ The Complainants filed a document styled "Complainants' Comments in the Nature of Errata and Exceptions to Hearing Examiner's Report and Recommendation" ("Complainants' Exceptions"). The Complainants exceptions were mostly corrections of typographical errors, omissions, and suggested language "for clarification". (See Complainants' Exceptions at p. 1). There is no ruling that the Board needs to make concerning these comments. The Complainants reiterate in their exceptions that the Respondent has withdrawn the intended documents from the employee's OPF, but has not substituted the correct documents, nor has it complied with the requirement to destroy documents. Furthermore, although the Respondent offered to bubblewrap the documents pending final resolution of the destruction issue, it continually fails to do so. (See Complainants' Exceptions at p. 3). The Complainants do not oppose bubblewrapping of documents in lieu of destruction of documents. (See Complainants' Opposition at p. 2). These arguments have been addressed in the Hearing Examiner's R&R and do not constitute an exception where

Examiner's finding that the Respondent has failed to bargain in good faith in violation of D.C. Code § 1-617.04(a) (1) and (5), is reasonable, supported by the record and consistent with Board precedent. Therefore, the Board adopts his finding and recommendation that the parties bubblewrap the documents to be destroyed.

IV. The Respondent's and Complainants' Exceptions Concerning Reasonable Costs

The Respondent asserts that this case does not meet the criteria for awarding costs in the interest of justice. The Respondent maintains that there has been no repudiation of the settlement agreement by the Respondent, as was the case in *AFGE, Local 2725 v. D.C. Department of Health*, 51 DCR 11398, Slip Op. No. 752, PERB Case No. 03-U-18 (2004). (See Respondent's Exceptions at pgs. 4-5). In addition, the Respondent further claims that there has been no prior history of a pattern and practice of refusing to implement or intentionally not implementing settlement agreements. Furthermore, the Respondent contends that it has acted in good faith, substantially complying with the settlement agreement. (See Respondent's Exceptions at p. 6). As a result, the Respondent asserts that the facts in this matter do not meet the Board's requirement for awarding costs to the Complainants. (See Respondent's Exceptions at p. 7).

The Respondent maintains that its position was not "wholly without merit" as this case results from a settlement agreement and "[a]rguably, there was merit on both sides" . . . [a]s a result, [the] Respondent's position was not clearly without merit. Furthermore, the Respondent asserts that there has been no finding of fact or discussion by the Hearing Examiner that the Respondent's actions or inactions undermine the union as the bargaining agent. Thus, the Respondent contends that the facts in this matter do not meet the Board's requirement for awarding costs in the interest of justice. (See Respondent's Exceptions at p. 7).

The Complainants counter that the Hearing Examiner "correctly recommends an award of costs"; however, the Complainants take exception to the Hearing Examiner's reasoning for awarding such costs. (See Complainants' Exceptions at Section 12). Specifically, the Complainants argue that "[w]hile we agree with the [Hearing Examiner] that a pattern and practice exists in the case at hand, the [Board's] case law does not require . . . such a finding in a case involving an undisputed violation of a voluntary settlement Agreement." (Complainants' Exceptions at p. 9). Nonetheless, the Complainants maintain that this case meets the Board's requirements for awarding costs in the interest of justice because "[t]he matter involves Respondent's repeated and prolonged failure to implement certain express, unambiguous terms of a voluntar[ily] negotiated settlement agreement that settled an unfair labor practice charge - now nearly 17

the Hearing Examiner has found in favor of the Complainants. No action is necessary by the Board in this regard.

months after the Agreement's formal execution." (Complainants' Exceptions at p. 10).¹²

In the present case, the Complainants have requested reasonable costs and attorney fees. The Board has held that it Board lacks the authority to award attorney fees. See, *International Brotherhood of Police Officers v. D.C. General Hospital*, 39 DCR 9633, Slip Op. No. 322, PERB Case No. 91-U-14 (1994). Therefore, the Complainant's request is denied. The Respondent objected to the Hearing Examiner's award of costs, stating that this case does not meet the Board's interest of justice criteria for awarding costs. (See Respondent's Exceptions at pgs. 4-8).

D.C. Code § 1-617.13(d) provides that "[t]he Board shall have the authority to require the payment of reasonable costs incurred by a party to a dispute from the other party or parties as the Board may determine." In determining whether to award reasonable costs the Board uses an interest of justice standard. See *AFSCME, D.C. Council 20, Local 2776 v. D.C. Department of Finance and Revenue*, 73 D.C. Reg. 5658, Slip Op. No. 245 at pgs. 4-5, PERB Case No. 98-U-02 (2000).¹³

¹² The Complainants contend that after the unfair labor practice complaint was filed on February 26, 2007, the Respondents interjected an Administrative Order, AO-07-06, which prohibits DCHR from destroying certain personnel records and purporting to have retroactive effect. The Complainants filed a response in opposition, noting among other things, that the Administrative Order was invalid for lack of proper notice and comment procedures. Two *amicus* briefs were filed in support of the Union's position, stating *inter alia*, that the policy set forth in the Administrative Order "was inconsistent with practice in the private sector and in federal agencies." (Complainants' Exceptions at p. 4).

¹³ In *AFSCME, Council 20*, the Board addressed the criteria for determining whether a successful unfair labor practice complainant should be awarded costs, as follows:

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.

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 reasonable foreseeable result of the successfully challenged conduct is the undermining of the union among the employees for whom

In cases which involve an agency's failure to implement an arbitration award or a negotiated settlement, the Board has been reluctant to award costs. See, *AFGE, Local 2725 v. D.C. Housing Authority*, 46 DCR 6278, Slip Op. No. 585 at p. 5, Slip Op. No. 585 at p. 5, PERB Case Nos. 98-U-20, 99-U-05 and 99-U-12 (1999), and *American Federation of Government Employees, Local 2725*, Slip Op. No. 752, 03-U-18 (2004). However, the Board has awarded costs when it has been determined that the agency engaged in a pattern and practice of failing to implement arbitration awards or negotiated settlement agreements. (See *AFGE Local 2715 v. D.C. Housing Authority*, 46 DCR 8356, Slip Op. No. 597 at p. 2, PERB Case No. 99-U-23 (1991). In the present case, the Union has not asserted, nor has it been demonstrated, that OCME has engaged in a pattern and practice of failing to implement settlement agreements.

The Hearing Examiner recognized that the Board requires that the Complainant establish a pattern and practice of refusing to implement settlement agreements before costs can be awarded. However, we note that, here, the Complainants did not assert that the OCME has engaged in a pattern and practice of failing to comply with prior settlement agreements. Nonetheless, the Hearing Examiner found that under the circumstances of this case the awarding of costs is appropriate. In support of this position the Hearing Examiner asserts the following: "I believe that the pattern and practice is shown hereby the successive stages of this case where compliance was repeatedly promised but did not occur, leading to long delay." (R&R at p. 15).

The evidence suggests that in this case, there were many promises to implement the settlement agreement. Despite these promises, the settlement agreement was not implemented. As a result, the Hearing Examiner is recommending that costs be awarded. We find that the Hearing Examiner's awarding of costs in this case is not consistent with Board precedent because it has not been demonstrated that OCME has been involved in a pattern and practice of failing to implement prior settlement agreements. (See, *American Federation of Government Employees v. D.C. Housing Authority, Id.*). In view of the above, we reject the Hearing Examiner's recommendation that reasonable costs be awarded.

In conclusion, the Board hereby adopts the Hearing Examiner's finding that the Respondent has violated D.C. Code § 1-617.04(a) (1) and (5) by failing to implement the parties' settlement agreement. In addition, we adopt the Hearing Examiner's recommendation for the remedy requiring: (1) a notice posting; (2) a cease and desist order; and (3) an order directing that the Respondent implement the parties' settlement agreement by substituting bubblewrapping for destruction of documents. The Hearing Examiner's recommendation concerning these issues are reasonable, based on the record and consistent with Board precedent. For the reasons discussed above, the Board denies the Complainants' request for reasonable costs.

ORDER

IT IS HEREBY ORDERED THAT:

1. The District of Columbia Office of the Chief Medical Examiner (OCME), its agents and representative shall cease and desist from refusing to bargain in good faith with Doctors Council of the District of Columbia, by failing to comply with the terms of the negotiated settlement agreement rendered pursuant to the negotiated provisions of the parties' collective bargaining agreement.
2. OCME, its agents and representative shall cease and desist from interfering, restraining or coercing its employees by engaging in acts and conduct that abrogate employees' rights guaranteed by "Subchapter XVIII Labor-Management Relation", of the District of Columbia Comprehensive Merit Personnel Act, to bargain collectively through representatives of their own choosing.
3. OCME shall within ten (10) days from the issuance of this Decision and Order fully implement the terms of the parties' September 28, 2006 settlement agreement by complying with Section II (b)(1) and Section II (b) (4) of the agreement.
4. Doctors Council of the District of Columbia's request for attorney fees is denied for the reasons stated in this Opinion.
5. OCME 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.
6. Within fourteen (14) days from the issuance of this Decision and Order, OCME shall notify the Public Employee Relations Board (Board), in writing, that the Notice has been posted accordingly. Also, OCME shall notify the Board of the steps it has taken to comply with paragraph 3 of this Order.
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.

September 30, 2009

NOTICE

TO ALL EMPLOYEES OF THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF MEDICAL EXAMINER, 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. 993, PERB CASE NO. 05-U-47 AND 07-U-22 (September 30, 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. 993.

WE WILL cease and desist from refusing to bargain in good faith with Doctors Council of the District of Columbia, by failing to comply with the terms of a negotiated settlement agreement rendered pursuant to the negotiated provisions of the parties' collective bargaining agreement over which no genuine dispute exists over the terms.

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

District of Columbia Office of the Chief Medical Examiner

Date: _____ By: _____
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 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. Telephone: (202) 727-1822.

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

September 30, 2009

CERTIFICATE OF SERVICE

This is to certify that the attached Decision and Order in PERB Case Nos. 05-U-47 and 07-U-22 was transmitted via Fax and U.S. Mail to the following parties on this the 30th day of September 2009.

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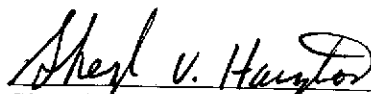
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