Government of the District of Columbia
Public Employee Relations Board

In the Matter of:	
American Federation of Government Employees, Local 3721,	PERB Case No. 12-E-06
Petitioner,	Opinion No. 1511
and	
District of Columbia Fire and Emergency Medical Services,	Decision and Order
Respondent.	

DECISION AND ORDER

I. Statement of the Case

The matter before the Board arises from an Enforcement Petition ("Petition") filed on August 12, 2012, by American Federation of Government Employees, Local 3721 ("AFGE"). AFGE alleged that the District of Columbia Fire and Emergency Medical Services ("FEMS") failed to comply with the Board's April 25, 2012, order in *District of Columbia Fire and Emergency Medical Services v. American Federation of Government Employees, Local 3721*, 59 D.C. Reg. 9757, Op. No. 1258, PERB Case No. 10-A-09 (2012) ("PERB Order"), which upheld a November 24, 2009 Arbitration Award ("Award") that directed FEMS to compensate paramedics and EMTs "appropriate overtime pay for the previously uncompensated hours worked over 40 in a workweek from October 1, 2006, forward", plus liquidated damages and attorneys' fees.[1]

[1] *See* (Petition at 1).

The questions before the Board are whether FEMS failed to comply with PERB's Order and if so, whether PERB should grant AFGE's Petition and seek enforcement of the Order in the D.C. Superior Court in accordance with D.C. Official Code § 1-617.13(b)[2] and PERB Rule 560 *et seq.* For the reasons stated below, the Board finds that FEMS has fully complied with PERB's Order and therefore denies AFGE's Petition.

II. Background

The Award ordered:

> The Agency shall compensate the FEMS paramedics and EMTs appropriate overtime pay for the previously uncompensated hours worked over 40 in a workweek from October 31, 2006, forward. An amount equal to the overtime back pay ordered herein is ordered to be paid to those employees as liquated damages. The Agency is directed to pay the Union reasonable attorney's fees and costs associated with this grievance.

PERB upheld the Award on April 25, 2012, and FEMS did not appeal PERB's Order. In July 2012, AFGE sent emails to FEMS demanding that the agency comply with the Award and PERB's Order.[3] On August 10, 2012, AFGE filed the instant Petition for Enforcement.[4] On August 13, 2012, AFGE also filed an Unfair Labor Practice Complaint[5] ("ULP") alleging that FEMS' failure to comply with the Award and PERB's Order constituted bad faith in violation of D.C. Official Code §§ 1-617.04(a)(1) and (5). In August 2014, AFGE withdrew its ULP Complaint in PERB Case No. 12-U-33, but stated that it was not withdrawing its Petition in this enforcement case.

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[2] D.C. Official Code § 1-617.13(b): "The Board may request the Superior Court of the District of Columbia to enforce any order issued pursuant to this subchapter, including those for appropriate temporary relief or restraining orders. No defense or objection to an order of the Board shall be considered by the Court, unless such defense or objection was first urged before the Board. The findings of the Board with respect to questions of fact shall be conclusive if supported by substantial evidence on the record considered as a whole. The Court may grant such temporary relief or restraining order as it deems just and proper and enter a decree enforcing, modifying and enforcing as so modified, or setting aside, in whole or in part, the order of the Board."

[3] (Petition at 2-3).

[4] In December 2012, AFGE filed an Amended Petition that included an additional request that PERB seek enforcement of the Award's granting of attorneys' fees, which AFGE had not listed in its original Petition. *See* (Amended Petition at 1). However, at PERB's July 18, 2014, informal conference, AFGE conceded that on February 14, 2013, FEMS paid AFGE $48,961.05 in attorneys' fees pursuant to the Award, and stated that it was therefore no longer seeking enforcement of that portion of the Award. Additionally, in March 2013, AFGE filed a motion to amend its Petition again to include an additional request for interest on the monies owed to the employees. *See* (Motion to Amend Petition). Nevertheless, because of the Board's determination in this Decision and Order that AFGE effectively agreed to the amounts FEMS proposed to pay the employees in full satisfaction of the Award and PERB's Order (or alternatively that AFGE is estopped from seeking further enforcement of the Award), the Board finds that AFGE's March 2013 Motion to Amend its Petition to include an additional award for interest is also moot and therefore does not need to be addressed.

[5] PERB Case No. 12-U-33.

In this case, FEMS asserted in its August 29, 2012 Response to AFGE's Petition that it fully intended to comply with the Award and PERB's Order, but needed significantly more time to calculate the appropriate amounts that each of the 200-plus employees, both active and inactive, was owed over the then nearly six-year period covered by the Award. FEMS argued that because it did not dispute that it was required to comply with the Award and PERB's Order, it was not necessary for PERB to grant AFGE's Petition for Enforcement.[6]

On May 13, 2014, PERB's Executive Director requested written updates from both parties regarding the status of FEMS' compliance. In its May 15, 2014 written update, FEMS asserted that it had "compensated appropriate overtime pay for previously uncompensated hours worked over 40 hours in a workweek from October 31, 2006, forward, for all FEMS paramedics and EMTS who could be located"; "paid liquidated damages in an amount equal to the overtime back pay discussed above for all FEMS paramedics and EMTs who could be located", and "tendered to the Union a check dated February 14, 2013 for payment of attorney fees in the amount of $48,961.05."[7] Accordingly, FEMS contended that it had fully complied with the Award and PERB's Order.[8]

AFGE asserted in its May 28, 2014 written update that FEMS had not yet fully complied with the Award and PERB's Order.[9] AFGE contended that while FEMS "has provided a portion of the awarded money, it erroneously reduced the amount paid to each employee by its perceived overpayment of previously paid overtime."[10] AFGE claimed that the reduction was a unilateral decision that "drastically and unjustly reduced both the back pay amount earned by each employee, as well as the matching liquidated damages paid out to each employee."[11]

On June 24 and July 18, 2014, PERB's Executive Director held informal conferences with the parties in accordance with its investigatory authority under D.C. Official Code § 1-605.02(7) and PERB Rule 500.4. At the informal conferences, FEMS stated that on May 2, 2013, it emailed AFGE's then counsel, Leisha Self, and AFGE's representative, Kenny Lyons, a proposal with its calculations of what each employee was owed,[12] as well as the methodology that was used to determine those amounts.[13] FEMS further contended that after the parties participated in a PERB-hosted mediation in spring 2013 without reaching a settlement,[14] Ms. Self emailed FEMS' representatives on July 9 and 15, 2013, demanding that FEMS begin making payments.[15] FEMS asserted that it considered Ms. Self's demands to constitute an acceptance of the proposed calculations. On August 20, 2013, FEMS' representative emailed Ms. Self and Mr. Lyons notifying them that FEMS had "finally secured funding to pay the EMTs

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[6] (Response to Enforcement Petition at 4-5).
[7] (FEMS' Response to Request for Compliance Update at 2).
[8] *Id.*
[9] (AFGE's Response to Request for Compliance Update at 1).
[10] *Id.* at 2-3.
[11] *Id.*
[12] *See* (Union's Support Documentation, provided during June 24, 2014, informal conference).
[13] (Agency's Support Documentation, provided during July 18, 2014, informal conference).
[14] Because mediations are confidential, the Board will not consider either of the parties' assertions of what was conveyed or discussed during the spring 2013 mediation session.
[15] (Agency's Support Documentation, provided during June 24, 2014, informal conference).

and Paramedics associated with the [Award] consistent with the calculations previously provided." Also in that August 20, 2013 email, FEMS' counsel requested a meeting with Ms. Self and Mr. Lyons "to discuss ... the timing and method of payment."[16] On August 22, 2013, AFGE responded to FEMS' email stating that it was available to meet with FEMS on August 27, 2013.[17] Additionally, AFGE suggested that the parties stop copying PERB in their email exchanges, stating that their discussions "no longer relate to the mediation, as it has ended."[18] On or about October 1, 2013, FEMS began making payments to the employees in accordance with the proposed calculations. Many of the employees who received payments signed a "Case Compliance" form acknowledging that they had received the checks "pursuant to... [PERB] Case Nos. 10-A-09, 12-E-06, and 12-U-33".[19] FEMS argued that, based on Ms. Self's emails in July 2013 and AFGE's later knowledge that FEMS had secured funding and was making payments based on the proposed calculations, AFGE in effect agreed to the proposed calculations and FEMS has therefore fully complied with the Award and PERB's Order.

At PERB's June 24 and July 18, 2014 informal conferences, AFGE, represented by new counsel because Ms. Self had retired, explained that the original grievance that led to the Award and PERB's Order stemmed from FEMS' adoption of a "flex" schedule, wherein the EMTs and paramedics worked 48 hours a week for 4 weeks, and then worked 36 hours a week for the next 4 weeks. FEMS paid overtime for time worked over 48 hours during the long weeks, and for time worked over 36 hours during the short weeks. AFGE contended that when FEMS calculated the amounts it owed under the Award for the non-payment of overtime for hours over 40 during the long weeks, it unilaterally decided to also deduct the overtime pay each employee had received for hours 37-40 during the short weeks. AFGE argued that those deductions were inappropriate because the Award only addressed the unpaid overtime for the long weeks and made no mention of a remedy for any overpayment of overtime during the short weeks. AFGE further noted that the deductions negatively affected the amounts that each employee received in liquidated damages under the Award.

In response to FEMS' position that AFGE had agreed to the methodology and amounts of the calculations, AFGE asserted that a settlement agreement had never been signed, so FEMS could not argue that AFGE ever agreed to the calculations. AFGE further stated that Ms. Self only demanded that FEMS begin making payments so that the employees would start receiving at least some of the money they were owed, but that AFGE fully intended to address the errors in the calculations and methodology at a later date.

FEMS countered that if AFGE knowingly allowed the agency to make payments in accordance with the proposed calculations while secretly intending to challenge those

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[16] (Agency's Support Documentation, provided during July 18, 2014, informal conference).
[17] *Id.* The Board notes that according to the parties' email exchanges, the August 27, 2013 meeting was originally intended to be in person, but was changed to a conference call at FEMS' request. PERB did not participate in or attend the meeting.
[18] *Id.*
[19] *See* (Agency's Support Documentation, provided during June 24, 2014, informal conference); *and* (Agency's Support Documentation, provided during July 18, 2014, informal conference).

calculations later on, then such was evidence of bad faith and PERB should find that FEMS complied with the Award and deny AFGE's Petition for Enforcement.

At the July 18, 2014, informal investigatory conference, Chris LeCour, Deputy Director of the Office of the Chief Financial Officer's Pay and Retirement Services section, provided an explanation as to why the District collected the amounts that had been overpaid during the short weeks when it calculated the amounts owed under the Award. He explained that in PeopleSoft (the District's pay services program), employees who worked the short weeks were paid an extra 4 hours for retirement purposes, but that because of the flex schedule, those extra 4 hours were erroneously paid as overtime (time and a half) even when the employees did not work over 36 hours. Mr. LeCour explained that when the amounts owed to each employee for the long weeks under the Award were calculated, the District invoked its right under D.C. Municipal Regulations, Title 6B § 2900, *et seq.* ("DCMR Chap. 29") (governing Employee Debt Set-Offs) to deduct the amounts that those employees had been erroneously overpaid during the short weeks, and that such was made clear when the calculations were presented to AFGE. AFGE stated that it did not dispute that the employees may have owed the District for the short week overpayments, but contended that it was improper for FEMS' to unilaterally decide to collect those amounts from the payments it made to the employees for the long weeks pursuant to the Award. AFGE argued that rather, FEMS should have initiated a separate proceeding to collect the overpayments and that, accordingly, PERB should find that FEMS has not yet paid the full amounts owed under the Award and grant its Enforcement Petition.

III. Analysis

As stated previously, the questions before the Board in this Enforcement case are whether FEMS fully complied with PERB's Order, and if not, whether PERB should seek judicial enforcement of its Order in the D.C. Superior Court.[20] D.C. Official Code § 1-617.13(b) states that "the findings of the Board with respect to questions of fact shall be conclusive if supported by substantial evidence on the record considered as a whole." Accordingly, PERB has the authority to determine whether or not its own orders have been complied with as long as its conclusions are supported by substantial evidence from the whole record.[21]

In this matter, FEMS did not dispute that it was obligated to pay the FEMS paramedics and EMTs appropriate overtime pay for hours worked over 40 during the long weeks, liquidated damages under the Fair Labor Standards Act[22], and attorneys' fees in accordance with the Award and PERB's Order.[23] Additionally, neither party disputed that: (1) on May 2, 2013, FEMS provided AFGE's then counsel, Ms. Self, and AFGE's representative, Mr. Lyons, with its

[20] *See* D.C. Official Code § 1-617.13(b).
[21] *Id.*
[22] 29 U.S.C. § 216 *et seq.*
[23] (Response to Enforcement Petition at 4-5).

proposed calculations for the payouts;[24] (2) even though the parties did not reach a settlement during a PERB-hosted mediation in spring 2013, Ms. Self later emailed FEMS twice in July 2013 and demanded that FEMS cease any further delays in making the payments to the employees;[25] (3) on August 20, 2013, FEMS emailed Ms. Self and Mr. Lyons asserting that it had "finally secured funding to pay the EMTs and paramedics associated with the FLSA overtime arbitration case consistent with the calculations previously provided";[26] (4) beginning on or about October 1, 2013, FEMS began issuing payments in accordance with the calculations "to all FEMS paramedics and EMTs who could be located";[27] (5) included in the payment amounts was "an amount equal to the overtime back pay" for the liquidated damages;[28] (6) a substantial number of the employees who received payouts signed "Case Compliance" forms "pursuant to... [PERB] Case Nos. 10-A-09, 12-E-06, and 12-U-33";[29] (7) on February 14, 2013, FEMS "tendered to the Union a check... for payment of attorney fees in the amount of $48,961.05";[30] and (8) AFGE raised no objections with PERB or FEMS when it learned in August 2013 that FEMS had secured funding for the payouts "consistent with the calculations previously provided"—or when FEMS began making payments in October 2013 in accordance with those calculations—until May 28, 2014, when it responded to PERB's request for a written update on the status of FEMS' compliance with the Award and PERB's Order.[31]

A. The Parties' Conduct Constituted An Implied-in-Fact Settlement Agreement

The U.S. Supreme Court defines an implied-in-fact contract as "an agreement ... founded upon a meeting of minds, which, although not embodied in an express contract, is inferred, as a fact, from conduct of the parties showing, in the light of the surrounding circumstances, their tacit understanding."[32] The District of Columbia Court of Appeals has recognized implied-in-fact agreements as "a true contract that contains all the required elements of a binding agreement[, and which] differs from other contracts only in that it has not been committed to writing or stated orally in express terms, but rather is inferred from the conduct of the parties in

[24] (Agency's Support Documentation, provided during July 18, 2014, informal conference); (Union's Support Documentation, provided during June 24, 2014, informal conference).
[25] (Agency's Support Documentation, provided during June 24, 2014 informal conference).
[26] (Agency's Support Documentation, provided during July 18, 2014, informal conference).
[27] (Agency's Support Documentation, provided during June 24, 2014 informal conference); (FEMS' Response to Request for Compliance Update at 2); (AFGE's Response to Request for Compliance Update at 2).
[28] *Id.* The Board notes that it is only finding that it is undisputed that the calculations included an amount for the liquidated damages. The Board recognizes that AFGE does dispute the amounts that were allocated for the liquidated damages on grounds that the calculations matched the net amount paid out to each employee after the offsets for the short weeks instead of the pre-offset amounts for the unpaid overtime for the long weeks. However, the Board finds that, based on its determination in this Decision and Order that AFGE effectively agreed to FEMS' proposed calculations, it is not necessary to address AFGE's dispute because, by agreeing to the calculations and their methodology, AFGE also agreed to the amounts that were allocated and paid out for the liquidated damages.
[29] (Agency's Support Documentation, provided during June 24, 2014 informal conference).
[30] (FEMS' Response to Request for Compliance Update at 2); *see also* footnote 4 herein.
[31] (FEMS' Response to Request for Compliance Update at 2); (AFGE's Response to Request for Compliance Update at 2).
[32] *Baltimore & O.R. Co. v. United States*, 261 U.S. 592, 597 (1923).

the milieu in which they dealt."[33] In order to establish that an implied-in-fact agreement existed—for example, for services—the facts must demonstrate that: (1) "the services were carried out under such circumstances as to give the recipient reason to understand that the services were rendered for the recipient and not for some other person"; (2) there were circumstances that put the recipient on notice that the services were not rendered gratuitously; and (3) the services must have been beneficial to the recipient.[34]

Applying those elements to the undisputed facts of the instant case, the Board finds that AFGE, by its conduct, agreed to the calculations FEMS proposed, and that accordingly, FEMS has fully complied with the Award and PERB's Order. There can be no doubt that FEMS prepared the calculations for the EMTs and paramedics that AFGE exclusively represents and no one else; nor can there be any doubt that FEMS obtained the funding for the payouts and then made payments to those EMTs and paramedics in accordance with the calculations, and no one else.[35] Further, it is clear from the facts that FEMS did not "gratuitously" go through the processes of generating the calculations, obtaining the funding for the payouts, and then making the payments to AFGE's members. Indeed, FEMS only did so with the full expectation of a *quid pro quo* exchange of consideration from AFGE—that its payments would fully and completely satisfy its obligations under the Award and PERB's Order. The Board finds that it was reasonable for FEMS to conclude that AFGE had accepted its proposed calculations when Ms. Self, after having received and considered the proposed calculations, demanded that FEMS cease any further delays in making the payments to AFGE's members.[36] The record undisputedly demonstrates that AFGE was fully aware of the methodology that FEMS had employed in generating the calculations, and that it was also fully aware that FEMS had obtained the funding and later made the payouts in accordance with those calculations.[37] The record further shows that AFGE did not object to or raise concerns about the calculations after Ms. Self issued her demands in July 2013, despite having numerous key opportunities to do so. Nor is there any indication that AFGE offered any counter-proposals or demanded that FEMS generate alternate calculations.[38] Additionally, it is undisputed that a significant number of AFGE's members signed "Case Compliance" forms in which they acknowledged receiving their payments "pursuant to... [PERB] Case Nos. 10-A-09, 12-E-06, and 12-U-33."[39] Last, there can be no question that FEMS' actions were "beneficial" to AFGE because (1) all of the EMTs and paramedics who could be located received their payments; (2) those payments included an amount for liquidated damages; and (3) FEMS paid AFGE what it owed in attorneys' fees under the Award and PERB's Order.[40]

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[33] *Fred Ezra Co. v. Pedas*, 682 A.2d 173, 176 (D.C. 1996) (internal citations omitted).
[34] *See Id.*
[35] *Id.*
[36] *Id.*
[37] *See* (Agency's Support Documentation, provided during June 24, 2014, informal conference); *and* (Agency's Support Documentation, provided during July 18, 2014, informal conference).
[38] *Id.*
[39] (Agency's Support Documentation, provided during June 24, 2014, informal conference).
[40] *Fred Ezra Co., supra*, 682 A.2d at 176.

Thus, because the undisputed facts in this case demonstrate that FEMS presented an unambiguous offer that AFGE by virtue of its conduct accepted, and because that offer and acceptance contained a reasonable exchange of consideration and covered all the requirements of the Award and PERB's Order, the Board finds that the parties entered into an implied-in-fact settlement agreement wherein FEMS, having performed the stated terms of the agreement, completely satisfied and fulfilled all of its obligations under the Award and PERB's Order.[41] Further, by agreeing to the calculations, AFGE stipulated to the District's collection of the offset amounts for the short weeks as well as the amounts that FEMS allocated and paid out for the liquidated damages.[42] Accordingly, AFGE's disputes regarding those matters are rejected.

B. Alternatively, Promissory Estoppel Prevents AFGE from Seeking Further Enforcement of the Award and PERB's Order Because FEMS Reasonably Relied On AFGE's Acceptance of the Proposed Calculations to its Detriment

The District of Columbia Court of Appeals holds that parties can enforce a promise under the theory of promissory estoppel if: (1) there is evidence of a promise; (2) the promise reasonably induced reliance upon it; and (3) the promise was actually reasonably relied upon to the detriment of the promisee.[43] The United States District Court for the District of Columbia further holds, however, that promissory estoppel is not available when the promise relied upon was indefinite, and/or when an there is an express, integrated, and enforceable contract between the parties.[44]

In this case, even if the parties' conduct did not constitute the formation of an enforceable implied-in-fact settlement agreement, the Board would still find that the undisputed facts demonstrate that AFGE communicated an unambiguous promise to accept FEMS' calculations in full satisfaction of the Award and PERB's Order when Ms. Self, after having received and duly considered FEMS' proposed calculations in May 2013, later demanded in July 2013 that FEMS begin making payments.[45] There can be no doubt that FEMS' reliance on that promise was reasonable, especially considering the facts that AFGE did not present any counteroffers or alternate calculations, or raise any objections to FEMS' calculations until May 28, 2014, long after FEMS had unambiguously communicated in August 2013 that it had secured funding for the payouts "consistent with the calculations previously provided", and that it would soon begin making payments. Last, the record further shows that when FEMS paid AFGE's attorneys' fees, secured the funding for the payouts, and then made the payments to the 200+ EMTs and paramedics, including liquidated damages, it did so to its detriment and with the full expectation

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[41] *Id.*
[42] *See also* footnote 4 herein.
[43] *Simard v. Resolution Trust Corp., et al.*, 639 A.2d 540, 552 (D.C. 1994).
[44] *Greggs v. Autism Speaks, Inc.*, 987 F.Supp2d 51, 55 (D. D.C. 2014).
[45] *See Id.*; *see also* (Agency's Support Documentation, provided during June 24, 2014, informal conference); (Agency's Support Documentation, provided during July 18, 2014, informal conference); *and* (AFGE's Response to Request for Compliance Update).

that such would completely satisfy its obligations under the Award and PERB's Order.[46] Therefore, because AFGE conveyed a promise to accept the calculations and resulting payments, and because FEMS reasonably relied on that promise to its detriment, AFGE is estopped from now trying to obtain additional funds from FEMS under the Award and/or from seeking any further enforcement of PERB's Order.[47]

C. Equitable Estoppel Also Prevents AFGE from Seeking Further Enforcement of the Award and PERB's Order

The District of Columbia Court of Appeals holds that a party can invoke equitable estoppel if he can demonstrate that "he changed his position prejudicially in reasonable reliance on a false representation or concealment of material fact which the party to be estopped made with knowledge of the true facts and intent to induce the other to act." Further, the Court directed that "there must be a causal relationship between the alleged prejudice ... and the reliance on the estopped party's representations...."[48]

In this case, the undisputed facts demonstrate that FEMS prejudicially changed its position by obtaining the funding for the payouts—and then by actually making the payments—only after Ms. Self implied that AFGE had agreed to the proposed calculations in July and August 2013.[49] As stated previously, it is undisputed that once AFGE demanded that FEMS begin making payments in July 2013, AFGE raised no objections to the calculations with FEMS or PERB until May 28, 2014, despite being fully aware as early as August-October 2013 that FEMS had secured the funding and was making payments based on those calculations.[50] Furthermore, AFGE asserted at PERB's June 24, 2014 informal conference that Ms. Self only demanded that FEMS begin making payments so that the employees would start receiving at least some of the money they were owed, but that AFGE fully intended to address the errors in the calculations and methodology at a later date. Thus, based on these facts and assertions, it is apparent that AFGE intentionally gave FEMS the impression that it had agreed to the calculations in order to induce FEMS to begin making payments, and that AFGE further did not disclose its intentions to raise objections to the calculations and seek more money later on after the payments had been made. Further, there is no question that there was a causal connection between AFGE's indication that it had agreed to the calculations and the steps FEMS took in reliance on that agreement, as FEMS would not likely have obtained the funding or made the payments if AFGE had not given the impression that it had agreed to the calculations, or if AFGE had timely disclosed its intention challenge the calculations in the future.[51] Finally, as noted above, AFGE conceded at the July 18, 2014 informal conference that the employees probably would have been required to repay the money they received for the short week

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[46] *See Simard, supra.*
[47] *Id.*
[48] *Nolan v. Nolan*, 568 A.2d 479, 485 (1990) (internal citations omitted).
[49] *See Id.*
[50] *See* (Agency's Support Documentation, provided during June 24, 2014, informal conference); *and* (Agency's Support Documentation, provided during July 18, 2014, informal conference).
[51] *See Nolan, supra.*

overpayments at some point later on even if the District had not included those deductions in its calculations.

Therefore, because FEMS reasonably and prejudicially relied on AFGE's indication that it had agreed to the calculations, notwithstanding AFGE's intent to challenge the amounts and methodology later on, the Board finds that AFGE is now equitably estopped from seeking additional enforcement of the Award or PERB's Order.[52]

D. Conclusion

Based on the foregoing, and in accordance with its authority under D.C. Official Code § 1-617.13(b), the Board finds that AFGE, by its conduct, effectively agreed to the amounts FEMS proposed to pay the employees in full satisfaction of the Award and PERB's Order. Alternatively, the Board finds that AFGE is estopped from seeking further enforcement of the Award and PERB's Order. Thus, the Board finds that FEMS has fully complied with the Award and PERB's Order, and AFGE's Petition for Enforcement is therefore denied.

ORDER

IT IS HEREBY ORDERED THAT:

1. AFGE's Petition for Enforcement is denied, and the matter is dismissed.

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

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD

By unanimous vote of Board Chairperson Charles Murphy, and Members Donald Wasserman, Keith Washington, Yvonne Dixon, and Ann Hoffman.

March 19, 2015

Washington, D.C.

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[52] *Id.*

CERTIFICATE OF SERVICE

This is to certify that the attached Decision and Order in PERB Case No. 12-E-06, Op. No. 1511, was transmitted via File & ServeXpress and e-mail to the following parties on this the 25th day of March, 2015.

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/s/ Colby J. Harmon
PERB