

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

GOVERNMENT OF THE DISTRICT OF COLUMBIA
PUBLIC EMPLOYEE RELATIONS BOARD

In the Matter of:)	
)	
Doctors' Council of the District of Columbia General Hospital,)	
)	
Complainant,)	
)	
v.)	PERB Case No. 92-U-17 Opinion No. 475
)	
District of Columbia General Hospital,)	
)	
Respondent.)	

DECISION AND ORDER

The facts and issues that gave rise to this case are set out by the Hearing Examiner in his Report and Recommendation.^{1/} The Hearing Examiner found that the District of Columbia General Hospital (DCGH) violated the Comprehensive Merit Personnel Act (CMPA), as codified under D.C. Code § 1-618.4(a)(1) and (5), by failing to negotiate in good faith with the Doctors' Council of the District of Columbia General Hospital (the Union or Doctors' Council) when DCGH unilaterally implemented an increase in bargaining unit employees' compensation. The Hearing Examiner found DCGH had also violated Section 1-618.4(a)(5), by contracting directly with employees for services they provide as bargaining unit employees, thereby bypassing the Union as the employees' exclusive representative. The Hearing Examiner found that the impact of DCGH's actions were upon the entire bargaining unit and had the foreseeable effect of undermining the Union's role as the employees' bargaining representative. The Hearing Examiner recommended that the Doctors' Council request for costs (excluding attorney fees) be granted.

No exceptions were filed by either party to the findings, conclusions and recommendations made by the Hearing Examiner.^{2/}

^{1/} The Hearing Examiner's Report and Recommendation is attached as an appendix to this Opinion.

^{2/} The Hearing Examiner's Report and Recommendation was served on the parties on May 15, 1996. Pursuant to Board Rule 520.13, exceptions were due no later than May 30, 1996. On June 10, 1996, DCGH requested an extension of time for submitting
(continued...)

Pursuant to D.C. Code Sec. 1-605.2(3) and Board Rule 520.14, the Board has reviewed the findings, conclusions and recommendations of the Hearing Examiner and the entire record. The Board hereby adopts the Hearing Examiner's conclusion that DCGH violated D.C. Code Sec. 1-618.4(a)(1) and (5), when it unilaterally implemented an increase in employees' compensation and dealt directly with bargaining unit employees concerning compensation and other terms and conditions of employment (as discussed in the Hearing Examiner's Report). See, e.g., University of the District of Columbia Faculty Association/NEA v. University of the District of Columbia, 38 DCR 6238, Slip Op. No. 285, PERB Case No. 86-U-16 (1992); American Federation of State, County and Municipal Employees, District Council 20, Local 2776, AFL-CIO v. D.C. Dep't of Finance and Revenue, 37 DCR 5658, Slip Op. No. 245, PERB Case No. 89-U-02 (1990) and Fraternal Order of Police, Metropolitan Police Department Labor Committee, et al. v. D.C. Office of Labor Relations and Collective Bargaining, 31 DCR 6208, Slip Op. 94, PERB Case No. 84-U-14 and 85-U-01 (1984). We also adopt the Hearing Examiner's recommended relief, including an Order directing DCGH to pay the costs incurred by the Doctors' Council to pursue this action. Id.

ORDER

IT IS HEREBY ORDERED THAT:

1. The District of Columbia General Hospital (DCGH) shall cease and desist from unilaterally implementing changes in compensation and other mandatorily negotiable terms and conditions of employment without first notifying and, if requested, bargaining with the Doctor's Council of the District of Columbia General Hospital (Doctors' Council).
2. The DCGH shall cease and desist from entering into contracts or otherwise inducing bargaining unit employees to enter into contracts directly with DCGH to provide the same services at greater compensation than they received as bargaining unit employees.
3. DCGH shall cease and desist from interfering, in any like and related manner, with the rights guaranteed employees and their exclusive bargaining representatives by the Comprehensive Merit Personnel Act.

²(...continued)

exceptions that failed to comply with the requirements of Board Rule 501.2 and 501.3. The Executive Director denied DCGH's request as untimely.

4. DCGH shall post conspicuously within ten (10) days from the service of this Opinion the attached Notice at all of the affected work sites for thirty (30) consecutive days.
5. DCGH shall notify the Public Employee Relations Board (PERB), in writing, within fourteen (14) days from the date of this Order that the Notices have been posted and as to the steps it has taken to comply with the directives in paragraphs 1 and 2 of this Order.
6. The Complainant shall submit to the PERB, within fourteen (14) days from the date of this Order, a statement of the costs sought from DCGH together with supporting documentation; DCGH may file a response to the statement within fourteen (14) days from service of the statement upon it.
7. DCGH shall pay to Complainant its reasonable expenses incurred in this proceeding within ten (10) days from the determination by the Board or its designee as to the amount of those reasonable costs.

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

June 25, 1996



Public
Employee
Relations
Board

Government of the
District of Columbia



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

NOTICE

TO ALL EMPLOYEES OF THE DISTRICT OF COLUMBIA GENERAL HOSPITAL, THIS OFFICIAL NOTICE IS POSTED BY ORDER OF THE DISTRICT OF COLUMBIA PUBLIC EMPLOYEE RELATIONS BOARD PURSUANT TO ITS DECISION AND ORDER IN SLIP OPINION NO. 475, PERB CASE NO. 92-U-17 (June 25, 1996).

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

WE WILL cease and desist from unilaterally implementing changes in compensation and other mandatorily negotiable terms and conditions of employment without first notifying and, if requested, bargaining with the Doctor's Council of the District of Columbia General Hospital (Doctors' Council).

WE WILL cease and desist from entering into contracts or otherwise inducing bargaining unit employees to enter into contracts directly with D.C. General Hospital to provide the same services at greater compensation than they received as bargaining unit employees.

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

District of Columbia
General Hospital

Date: _____ By: _____
(Executive Director)

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

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