Government of the District of Columbia
Public Employee Relations Board

In the Matter of:	)	
Not-for-Profit Hospital Corporation,	)	PERB Case No. 15-U-10
Complainant,	)	
	)	Opinion No. 1580
v.	)	
Service Employees International Union, Local 1199,	)	
Respondent.	)	

DECISION AND ORDER

Complainant Not-for-Profit Hospital Corporation ("Hospital") filed an unfair labor practice complaint alleging that Respondent Service Employees International Union, Local 1199, ("SEIU Local 1199") violated D.C. Official Code § 1-617.04(b)(1) and § 1-617.17(h) when, on two occasions, it published and distributed flyers containing the details of compensation-related proposals made by the Hospital during the parties' negotiations for a successor collective bargaining agreement. The Board finds that the Hospital's allegations concerning the first flyer were untimely under PERB's Rules and therefore cannot be considered. With regard to the second flyer, the Board finds that no specific details of the Hospital's proposals were disclosed and that there was therefore no violation of the cited statutes. Accordingly, the Hospital's Complaint is dismissed.

I. Statement of the Case

On September 24, 2014, while the Hospital and SEIU Local 1199 were negotiating a successor collective bargaining agreement, SEIU Local 1199 produced and distributed a flyer detailing several of the Hospital's compensation proposals.[1] On October 9, 2014, a local media outlet, BizBeat, published a story detailing the disclosed proposals.[2] On November 22, 2014,

[1] Complaint at 5, Exhibit 1(a).
[2] *Id.*, Exhibit 1(b).

SEIU Local 1199 produced and distributed to its members a second flyer about the Hospital's proposals.[3]

On January 23, 2015, the Hospital filed the instant Unfair Labor Practice Complaint, alleging that SEIU Local 1199's two flyers[4] violated the confidentiality requirements of D.C. Official Code § 1-617.17(h),[5] and therefore constituted interference with the Hospital's rights guaranteed by § 1-617.04(b)(1).[6] The Hospital moved for preliminary relief under PERB Rule 520.15, asking PERB to (1) seal the case records, (2) bar the public from having access to the pleadings, (3) order SEIU Local 1199 to destroy all copies of the Hospital's Complaint in its possession, (4) find that SEIU Local 1199 committed unfair labor practices as alleged, (5) order SEIU Local 1199 to post notices detailing the violations, and (6) order SEIU Local 1199 to refrain from making any further public disclosures referencing the proposals exchanged by the parties during the negotiations.[7] The Hospital argued that preliminary relief was warranted because the violations were "clear-cut and flagrant" as required by PERB Rule 520.15. For final relief, the Hospital repeated its requests that PERB seal the Complaint, order SEIU Local 1199 to destroy all copies it has of the Complaint, order SEIU Local 1199 to cease from making further disclosures of the parties' proposals, find that SEIU Local 1199 violated the above statutes, order SEIU Local 1199 to post a notice detailing its violations, and order SEIU Local 1199 to refrain from further similar violations going forward.[8]

On February 6, 2015, SEIU Local 1199 filed its Answer, admitting that it "created the flyers … and that it distributed these flyers on September 24, 2014, and November 22, 2014, respectively," but denying that doing so violated the D.C. Official Code § 1-617.17(h) or § 1-617.04(b)(1).[9] SEIU Local 1199 further raised affirmative defenses that: (1) PERB lacks jurisdiction to enforce D.C. Official Code § 1-617.17(h) "because the authority to enforce that provision is not within the authority granted to the Board" under D.C. Official Code § 1-605.02; (2) the Hospital's Complaint was untimely under PERB Rule 520.4 because it was filed more than 120 days after the Hospital first learned of the events giving rise to the allegations in the Complaint; (3) the Complaint failed to state a claim for which relief can be granted because D.C. Official Code § 1-617.17(h) does not restrict SEIU Local 1199's speech regarding compensation bargaining; and (4) the Complaint failed to state a claim for which relief can be granted because

[3] *Id*., Exhibit 2.
[4] In the Argument section of its Complaint, the Hospital only alleges that the publication and distribution of the two flyers violated the statute. It did not allege that the October 9 BizBeat article was a violation. Accordingly, the Board will not address the BizBeat article in its analysis.
[5] D.C. Official Code § 1-617.17(h): "Compensation negotiations pursuant to this section shall be confidential among the parties, provided, however, that the Council may appoint observers from its membership and staff, or both, to the negotiations. Such Council observers will be responsible for informing the members of the Council of the progress of negotiations. All information concerning negotiations shall be considered confidential until impasse resolution proceedings have been concluded or upon settlement. Management shall give the Council the same prior notice of negotiation proceedings that it gives to all parties of the negotiations."
[6] D.C. Official Code § 1-617.04(b)(1): "Employees, labor organizations, their agents, or representatives are prohibited from: (1) Interfering with, restraining, or coercing any employees or the District in the exercise of rights guaranteed by this subchapter…."
[7] Complaint at 6.
[8] *Id.* at 7.
[9] Answer at 3-4.

even if § 1-617.17(h) does restrict SEIU Local 1199's speech, a violation of that provision is "not cognizable" as an unfair labor practice under § 1-617.04(b)(1).

The Hospital's Complaint and SEIU Local 1199's Answer and affirmative defenses are now before the Board for disposition.

II. Analysis

A. PERB Has Jurisdiction Over This Matter.

While a complainant does not need to prove its case on the pleadings, it must plead or assert allegations that, if proven, would establish a statutory violation of the Comprehensive Merit Personnel Act ("CMPA").[10] If the record demonstrates that the allegations concern a violation of the CMPA, then the Board has jurisdiction over the matter and can grant relief if the allegations are proven.[11]

Under D.C. Official Code § 1-605.02(3), the Board has the express authority to "[d]ecide whether unfair labor practices have been committed and issue an appropriate order." D.C. Official Code § 1-617.04(b)(1), which governs unfair labor practices, states that "Employees, labor organizations, their agents, or representatives are prohibited from: (1) Interfering with, restraining, or coercing any employees or the District in the exercise of rights guaranteed by this subchapter…." D.C. Official Code § 1-617.17(h) falls under Subchapter XVII: Labor-Management Relations, which also includes § 1-617.04(b)(1). Therefore, a violation of the rights guaranteed by § 1-617.17(h) is cognizable as an unfair labor practice under § 1-617.04(b)(1). Accordingly, since the Hospital has stated a claim for which the Board can grant relief, PERB has jurisdiction over this matter.

B. PERB Can Properly Decide This Matter Based on the Pleadings.

PERB Rule 520.8 states: "[t]he Board or its designated representative shall investigate each complaint." PERB Rule 520.10 states that "[i]f the investigation reveals that there is no issue of fact to warrant a hearing, the Board may render a decision upon the pleadings…." PERB Rule 520.9 states that if "the investigation reveals that the pleadings present an issue of fact warranting a hearing, the Board shall issue a Notice of Hearing and serve it upon the parties."

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[10] *Fraternal Order of Police/Metro. Police Dep't Labor Comm. v. D.C. Metro. Police Dep't, et al.*, 59 D.C. Reg. 5427, Slip Op. No. 984 at p. 6, PERB Case No. 08-U-09 (2009).

[11] *See Fraternal Order of Police/Metro. Police Dep't Labor Comm. v. D.C. Metro. Police Dep't*, 60 D.C. Reg. 9212, Slip Op. No. 1391 at p. 22, PERB Case Nos. 09-U-52 and 09-U-53 (2013), aff'd, *D.C. Metro. Police Dep't v. D.C. Pub. Emp. Relations Bd. and Fraternal Order of Police/Metro. Police Dep't Labor Comm.*, Case No. 2013 CA 004572 P(MPA) (D.C. Super. Ct. Jun. 13, 2014).

In this matter, although SEIU Local 1199 denies the Hospital's legal conclusions, it admits that it created and distributed the two flyers that are the subjects of the Hospital's Complaint.[12] Therefore, because the material facts of this case are undisputed by the parties, leaving only legal questions to be resolved, PERB finds it can properly decide this matter based upon the pleadings.[13]

C. The Complaint's Allegations Concerning the September 26, 2014 Flyer Are Untimely Under PERB's Rules.

PERB Rule 520.4 states that: "Unfair labor practice complaints shall be filed not later than 120 days after the date on which the alleged violations occurred." The D.C. Court of Appeals has held that PERB does not have jurisdiction to consider unfair labor practice complaints filed outside of the 120 days prescribed by the Rule.[14] The 120-day period for filing a complaint begins when the complainant first knew or should have known about the acts giving rise to the alleged violation.[15]

In this case, the Hospital's Executive Vice President for Human Resources, Jackie Johnson, confirmed in an Affidavit filed with PERB on May 1, 2015, that the Hospital first obtained a copy of SEIU Local 1199's first flyer on Wednesday, September 24, 2014, the same day SEIU Local 1199 distributed it.[16] The Hospital's Complaint was filed on Friday, January 23, 2015, which, calculating from Thursday, September 25, 2014, until and including Friday, January 23, 2015, was 121 days after September 24, 2014.[17] Accordingly, the allegations in the Hospital's Complaint related to the September 24, 2014 flyer are untimely, and cannot be considered by the Board.[18]

D. The November 22, 2014 Flyer is Too Vague and Unspecific to Be Considered a Breach of the Confidentiality Requirement in D.C. Official Code § 1-617.17(h).

The Board notes that there have only been two cases prior to this one in which a complainant has alleged a violation of the confidentiality requirement in D.C. Official Code § 1-617.17(h). The first was *Fraternal Order of Police/Metro. Police Dep't Labor Comm. v. D.C. Metropolitan Police Dep't*, 59 D.C. Reg. 6039, Slip Op. No. 1007, PERB Case No. 08-U-41 (2013). In that case, MPD asserted that FOP violated the confidentiality requirement in § 1-

[12] Complaint at 5; Answer at 3-4.
[13] *See Fraternal Order of Police/Metro. Police Dep't Labor Comm. v. D.C. Metro. Police Dep't*, 60 D.C. Reg. 5337, Slip Op. No. 1374 at p. 11, PERB Case No. 06-U-41 (2013); *see also Am. Fed. of Gov't Emp., AFL-CIO, Local 2978 v. D.C. Dep't of Health*, 60 D.C. Reg. 2551, Slip Op. No. 1356 at p. 7-8, PERB Case No. 09-U-23 (2013).
[14] *Hoggard v. D.C. Pub. Emp. Relations Bd.*, 655 A.2d 320, 323 (D.C. 1995) ("[T]ime limits for filing appeals with administrative adjudicative agencies…are mandatory and jurisdictional").
[15] *Charles E. Pitt v. D.C. Dep't of Corr.*, 59 D.C. Reg. 5554, Slip Op. No. 998 at p. 5, PERB Case No. 09-U-06 (2009).
[16] (Affidavit of Jackie Johnson, May 1, 2015).
[17] *See* PERB Rule 501.5.
[18] *Hoggard*, 655 A.2d at 323; *see also Rayshawn Douglas v. Am. Fed'n of Gov't Emp., Local 2725, AFL-CIO*, 60 D.C. Reg. 16483, Slip Op. No. 1437 at p. 5-6, PERB Case No. 13-U-12 (2013) (Dismissing an unfair labor practice complaint that was filed 121 days after the date on which the complainant first became aware of the acts giving rise to the alleged violation).

617.17(h) when it disclosed the terms of MPD's compensation proposals in a complaint that FOP filed with PERB in another matter, when FOP published MPD's proposals in a newsletter to its members, and when FOP caused the substance of MPD's proposals to be reported by several news outlets and posted on the internet.[19] The Board ultimately dismissed MPD's claims, finding that since the parties' had incorporated the confidentiality requirements of D.C. Official Code § 1-617.17(h) into their negotiated Ground Rules, MPD's claims were contractual and should therefore be deferred to the parties' negotiated grievance procedure.[20]

The second case, PERB Case No. 09-U-02, was settled by the parties and withdrawn.

Here, the Hospital and SEIU Local 1199 have not executed any ground rules.[21] Therefore, the Board will base its analysis solely upon the statutory requirements of D.C. Official Code § 1-617.17(h) and § 1-617.04(b)(1). In so doing, the Board will consider what the statute requires and how it is applied.

Firstly, § 1-617.17(h) requires:

> Compensation negotiations pursuant to this section shall be confidential among the parties, provided, however, that the Council may appoint observers from its membership and staff, or both, to the negotiations. Such Council observers will be responsible for informing the members of the Council of the progress of negotiations. All information concerning negotiations shall be considered confidential until impasse resolution proceedings have been concluded or upon settlement. Management shall give the Council the same prior notice of negotiation proceedings that it gives to all parties of the negotiations.

When interpreting a statute, the D.C. Court of Appeals has held that "while we examine the plain meaning of the statutory provisions, the 'literal words of [a] statute ... are to be read in light of the statute taken as a whole, and are to be given a sensible construction and one that would not work an obvious injustice.'"[22]

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[19] *See* p. 7 (in which the Board, on a Motion for Reconsideration by FOP, dismissed MPD's claims); *see also Fraternal Order of Police/Metro. Police Dep't Labor Comm. v. D.C. Metro. Police Dep't*, 59 D.C. Reg. 5461, Slip Op. No. 988 at p. 10-13, PERB Case No. 08-U-41 (2009) (the Board's first Decision and Order in Case No. 08-U-41, in which it denied MPD's motion for preliminary relief and set the matter for a hearing); *and Fraternal Order of Police/Metro. Police Dep't Labor Comm. v. D.C. Metro. Police Dep't*, 60 D.C. Reg. 9172, Slip Op. No. 1101 at p. 5-7, PERB Case No. 08-U-41 (2011) (holding that MPD's Second Motion for Reconsideration did not make any new arguments and therefore constituted nothing more than a mere disagreement with the Board's Decision in Slip Op. No. 1007).

[20] *FOP v. MPD*, 59 D.C. Reg. 6039, Slip Op. No. 1007 at p. 8, PERB Case No. 08-U-41.

[21] Complaint at 4; Answer at 3.

[22] *Doctor's Council of the Dist. of Columbia Gen. Hosp. v. D.C. PERB*, 914 A.2d 682, 696 (2007) (internal citations omitted).

Here, looking at D.C. Official Code § 1-617.17 as a whole, it appears to the Board[23] that the purpose of the confidentiality requirement in D.C. Official Code § 1-617.17(h) is similar—but admittedly not perfectly analogous[24]—to the confidentiality requirements in mediations. The United States District Court for the District of Columbia has held that:

> Non-compliance with a confidentiality order in the context of a mediation can have a chilling effect on settlement discussions. It can also make the parties reluctant to engage in a frank exchange of information, perceiving that their disclosures will be subsequently used against them. It is therefore essential that counsel maintain the confidentiality of mediation sessions and comply with orders of the Court to ensure that such proceedings operate fairly, efficiently, and effectively. These principles require preservation and demand vindication, when necessary.[25]

Accordingly, the Board reads D.C. Official Code § 1-617.17(h) to mean that compensation negotiations must be kept confidential so that the participants can freely engage in a frank exchange of information and ideas without fear that their disclosures will be used against them later on, and to ensure that the proceedings will operate fairly, efficiently, and effectively. When a participant violates that confidentiality, the Board can grant relief to the harmed party.[26]

D.C. Official Code § 1-617.17(h) specifies that compensation negotiations are only confidential "among the parties." This suggests that while "information concerning [the] negotiations" cannot be disclosed to the general public, the information can be freely discussed between the actual "parties" to the negotiation. Here, SEIU Local 1199 is not a "party" in and of itself, separate and independent of the bargaining unit it represents any more than the Office of Labor Relations and Collective Bargaining ("OLRCB") is a "party" in and of itself, separate and independent from the agency it represents.[27] Reasonably then, the "parties" to the instant compensation negotiation were the Hospital and the bargaining units, who were merely represented by OLRCB and SEIU Local 1199, respectively. Since designated representatives can—and perhaps must—keep the parties they represent apprised of any developments, including what the opposition has proposed,[28] the Board finds that a union's private disclosure of information about an agency's proposals to the bargaining unit members that the union

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[23] *See D.C. Dep't of Corr. v. Teamsters Union*, 554 A.2d 319, 322-323 (D.C. 1989) (PERB has statutory authority and "special competence" to interpret the CMPA).

[24] The confidentiality requirements in mediations are most often voluntary and willingly agreed to by the participants. However, the confidentiality requirement in D.C. Official Code § 1-617.17(h) is statutorily imposed.

[25] *Williams v. Johanns*, 529 F. Supp.2d 22, 23 (D.D.C. 2008).

[26] *Id.*

[27] *See* D.C. Official Code § 1-617.01(b)(2) (stating that it is the policy of the District of Columbia that District employees have the right to collectively bargain "*through* a duly designated majority *representative*") (emphases added); *see also* D.C. Official Code §§ 1-617.01(c) (authorizing the Mayor to designate his/her own *representative* (i.e. OLRCB) to meet with the employees' exclusive *representatives* to bargain collectively) (emphases added).

[28] *See In re Starnes*, 829 A.2d 488, 506 (D.C. 2003) (representatives must keep their clients apprised of the statuses of the clients' cases, including notifying the clients of new filings and settlement developments).

represents does not, by itself, violate the confidentiality requirement in D.C. Official Code § 1-617.17(h).

Here, the Hospital alleged that SEIU Local 1199's November 22, 2014 flyer was "made public and discussed by Respondent, its members, employees and supporters."[29] In its Answer, SEIU Local 1199 admitted that "its members and employees discussed the November 22, 2014, flyer at a meeting of the Hospital's Board of Director's on that date."[30] These assertions do not provide evidence that anyone beyond SEIU Local 1199, SEIU Local 1199's employees, members of the interested bargaining units, and the Hospital's Board of Directors were made privy to the contents of the November 22nd flyer's contents by SEIU Local 1199. Indeed, all of those people and entities were either "parties" or the parties' representatives, and were therefore entitled to the information under a "sensible construction" of the statute.[31] However, since SEIU Local 1199 chose to discuss the negotiations in the form of a flyer, which had a very high probability of making its way into the hands of non-parties, the Board must also determine if the flyer itself actually disclosed any "information" that breached the statute's "confidentiality" requirement.

The entire text of SEIU Local 1199's November 22, 2014 flyer reads:

> UMC: Don't cut wages & time off for workers who already receive poverty pay!
>
> Over the years, workers at United Medical Center have fought HARD to keep the doors of the hospital open. And we succeeded. We managed to keep our neighbors safe and healthy, while keeping hundreds of good jobs in our community.
>
> Now the hospital is being managed by a consulting firm that is costing taxpayers millions of dollars, and they want to cut costs to make the hospital look more profitable.
>
> How do they plan to do this? By putting our pay and the time off that we've earned on the chopping block. Management's latest proposal to union workers will cut wages and time off for workers, some who already receive poverty pay.
>
> This is unacceptable. UMC should not be balancing their books on the backs of their workers.
>
> We need to move UMC forward.

[29] Complaint at 5.
[30] Answer at 3.
[31] *Doctor's Council of the Dist. of Columbia Gen. Hosp. v. D.C. PERB*, 914 A.2d 682, 696.

> Stand with United Medical Center workers and encourage CEO David Small to work with the Union and give caregivers a FAIR CONTRACT![32]

D.C. Official Code § 1-617.17(h) requires that "all information concerning negotiations shall be considered confidential until impasse resolution proceedings have been concluded or upon settlement." A literal interpretation of the words "all information" implies a comprehensive restriction against disclosing any information related to the negotiations to anyone not expressly allowed by § 1-617.17(h). However, when read in the context of the statute as a whole, that strict interpretation may not be "sensible" and could potentially "work an obvious injustice."[33] For example, the Council expressly provided an exception for itself and its staff to "observe" the negotiations so that it can stay apprised of the parties' progress. Additionally, in the event of an impasse, the parties are required to notify PERB's Executive Director[34] of the standstill by filing a notice of impasse with PERB in accordance with PERB Rule 526 *et seq*. In most cases, that filing is an open record available to the public. Further, PERB Rule 526.1(e) requires that the filing of the notice include "[t]he nature of the matters in dispute and any other relevant facts, *including a list of specific labor organization and/or employer demands*, upon which impasse has been reached."[35] If PERB's Executive Director determines that the facts satisfy the impasse requirements of D.C. Official Code §§ 1-617.17 *et seq.* and PERB Rule 526 *et seq*., she will appoint an impartial mediator to help the parties resolve the dispute(s).[36] If the parties are unable to resolve the impasse during mediation, one of the parties can then request PERB's Executive Director to appoint a Board of Arbitration to arbitrate the impasse.[37] This process is relevant to the instant case because it requires the parties to disclose specific "information concerning [the] negotiations" to multiple entities and persons that are not expressly granted an express exception in D.C. Official Code § 1-617.17(h). Accordingly, the Board can conclude that the confidentiality requirement is not absolute.

Further, there may be other reasonable circumstances under the statute where disclosure of certain information related to the negotiations may be prudent and necessary, or at the very least, allowable. In such narrow instances, it is possible that an "obvious injustice" would result if a strict interpretation of the confidentiality requirement in § 1-617.17(h) was applied and enforced.[38] Hence, while "all" usually means all, in certain narrow circumstances justice requires that a distinction be drawn between disclosures of actual, substantive confidential information, and vague, general statements more akin to "puffery."[39] The Board finds that the facts of this case present a good example of the latter.

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[32] Complaint, Exhibit 2 (emphases removed).
[33] *Doctor's Council of the Dist. of Columbia Gen. Hosp. v. D.C. PERB*, 914 A.2d 682, 696.
[34] *See* D.C. Official Code §§ 1-617.17(f)(2)-(3).
[35] (Emphasis added).
[36] *See* D.C. Official Code §§ 1-617.17(f)(2)-(3).
[37] *Id.*
[38] *Doctor's Council of the Dist. of Columbia Gen. Hosp. v. D.C. PERB*, 914 A.2d 682, 696.
[39] *See In re Harman Int'l Indus., Inc.*, 27 F. Supp. 3d 26, 52-53 (D.D.C. 2014) (finding that a respondent's "vague positive spin" on its business expansions amounted to "inactionable puffery" because the statements did not make any specific or detailed comparisons to its competitors in terms of revenues, sales, or profitability).

In SEIU Local 1199's first flyer that it distributed on September 24, 2014, SEIU Local 1199 disclosed detailed and specific information about its and the Hospital's proposals, including precise wage amounts and percentages, exact paid-time-off accruals, and other particulars.[40] However, as discussed, *supra*, since the Hospital's unfair labor practice allegations regarding SEIU Local 1199's September 24th flyer were untimely under PERB's Rules, the Board will not opine as to whether or not SEIU Local 1199's publication and distribution of that September 24th flyer violated D.C. Official Code § 1-617.17(h) or § 1-617.04(b)(1).

The September 24th flyer does, however, provide helpful insight when evaluating the comparatively unspecific and vague statements that SEIU Local 1199 made in its second, November 22, 2014 flyer.[41] Whereas SEIU Local 1199's first flyer disclosed precise and detailed information about the parties' proposals, the most substantive statement SEIU Local 1199 made in its second flyer about the Hospital's position was that "[m]anagement's latest proposals to union workers will cut wages and time off for workers…." Although the Board agrees that SEIU Local 1199's decision to publish and distribute the flyer may have been unwise in light of the confidentiality requirements of D.C. Official Code § 1-617.17(h), the November 22nd flyer itself did not disclose any specific details or "information" about the Hospital's proposals such as amounts, percentages, or the number of employees that they would affect. Further, it did not divulge any specific language or phrasing from the Hospital's proposals.

In any compensation negotiation, it must be presumed that management will propose to minimize pay increases, and that the union will propose to maximize pay increases. Accordingly, SEIU Local 1199's statement that management wanted to "cut wages and time off" for workers was not a particularly revelatory disclosure, nor did it spell out in any objectively verifiable terms what exactly the Hospital had proposed. Therefore, the Board finds that SEIU Local 1199's statements in its November 22, 2014 flyer, by themselves, were more akin to "inactionable puffery" than actual disclosures of confidential "information" protected by § 1-617.17(h).[42]

Therefore, based on the foregoing, the Board finds that SEIU Local 1199's November 22, 2014 flyer did not interfere with the Hospital's rights guaranteed by §§ 1-617.17(h) and 1-617.04(b)(1) . Accordingly, the Hospital's Complaint is dismissed with prejudice.[43]

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[40] *See* Complaint, Exhibit 1(a).
[41] *See* Complaint, Exhibit 2.
[42] *See D.C. Dep't of Corr. v. Teamsters Union*, 554 A.2d 319, 322-323 (D.C. 1989) (holding that PERB has statutory authority and "special competence" to interpret the CMPA).
[43] In light of the Board's dismissal of the Complaint, it is not necessary to address the Hospital's request for preliminary relief. It is likewise not necessary to address SEIU Local 1199's arguments that D.C. Official Code § 1-617.17(h) does not restrict its speech, and that § 1-617.17(h) merely constitutes an exception to the District of Columbia Freedom of Information Act, D.C. Official Code §§ 2-531 *et seq*.

ORDER

IT IS HEREBY ORDERED THAT:

1. The Hospital's Complaint is dismissed with prejudice; and

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 Yvonne Dixon, Ann Hoffman, Barbara Somson, and Douglas Warshof.

June 14, 2016

Washington, D.C.

CERTIFICATE OF SERVICE

This is to certify that the attached Decision and Order in PERB Case No. 15-U-10, Op. No. 1580 was transmitted by File & ServeXpress to the following parties on this the 30th day of June, 2016.

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