Government of the District of Columbia
Public Employee Relations Board

In the Matter of:	)	
Fraternal Order of Police/Department of Human Services Labor Committee,	)	
Complainant,	)	PERB Case No. 02-U-24
v.	)	Opinion No. 812
District of Columbia Department of Human Services,	)	
Respondent.	)	

DECISION AND ORDER

I. Statement of the Case:

On July 18, 2002, the Fraternal Order of Police/Department of Human Services Labor Committee ("Union", "FOP" or "Complainant") filed an Unfair Labor Practice Complaint ("Complaint") in the above-referenced case. The Complainant alleged that the District of Columbia Department of Human Services ("DHS" or "Respondent") violated D.C. Code § 1-617.04(a)(1) by refusing to arbitrate Grievances filed by bargaining unit employees. In its Answer to the Complaint, the Respondent denies that it is refusing to process grievances other than those involved in PERB Case Nos. 02-A-04 and 02-A-05, and states that it continues to reschedule grievances until the Arbitration Review Request in those matters is resolved. The Respondent denies that its actions violate the Comprehensive Merit Personnel Act (CMPA) and Requests dismissal of the Complaint.

The Hearing Examiner issued a Report and Recommendation (R&R) on February 10, 2003.[1] No exceptions were filed. The Hearing Examiner's R&R is before the Board for consideration.

II. Background

The current bargaining unit was previously represented by another union, the American Federation of Government Employees, Local 383 ("AFGE"). In 1978, AFGE was certified by the Board as the exclusive bargaining representative for correctional officers employed at the Oak Hill Youth Administration Services.[2] In 1996, the FOP filed a recognition petition for these employees during the open period in the AFGE contract.[3] An election was held and on December 19, 1996, FOP was certified as the new exclusive bargaining representative. (See R&R at p. 2).

After being certified, FOP entered into a new collective bargaining agreement with the Respondent that was ratified by its membership in November 1999. This Agreement never received the written approval of the Mayor or the approval of the District of Columbia Control Board as required by the District of Columbia Financial Responsibility and Management Assistance Act of 1995. (See R&R p. 2).

In 1999 and 2001, the FOP filed grievances that were the subject of arbitration proceedings before Arbitrators Hochhauser and Shapiro. By letter dated June 30, 2001, the Respondent notified FOP as follows: "This is the District's official notice to terminate any and all collective bargaining Agreements with the [FOP] and [is a] request to negotiate a successor agreement as to the working conditions affecting the employees at the Youth Correctional Administration." DHS informed Arbitrator Shapiro on October 18, 2001, that it would not proceed with his arbitration because there was no collective bargaining agreement in effect.

Nonetheless, arbitration hearings were held by Arbitrators Shapiro and Hochhauser in 2002. In both cases, DHS asserted that the grievances were not arbitrable because there was no valid collective bargaining agreement in effect between FOP and DHS. The decisions of Arbitrators Hochhauser and Shapiro were issued on March 21, 2002 and April 4, 2002, respectively. Both Arbitrators found that the parties were bound by the terms of an existing contract and that the grievances were, therefore, arbitrable.[4] (See R&R at p. 3)

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[1]A hearing was held on November 19, 2002, and the parties submitted briefs on January 9, 2003.

[2]Certification No. 93 (December 19, 1996), PERB Case No. 96-RC-02.

[3]On July 2, 1996.

[4]Both Arbitrators found that although the FOP agreement was not finalized or effective during the pertinent time periods, the AFGE contract-including its arbitration clause, was still valid at the time the grievances were submitted to arbitration. Arbitrator Hochhauser found that there was an implied contract

The Respondent filed an Arbitration Review Request[5] of the Hochhauser Arbitration Award on April 15, 2002 (designated PERB Case No. 02-A-04), and the Shapiro Arbitration Award on April 24, 2002 (designated PERB Case No. 02-A-05), opposing the Board' determination in the Awards. The Board consolidated the requests for review in Slip Op. No. 691 (50 D.C. Reg. 5028, Slip Op. No. 691, PERB Case Nos. 02-A-04 and 02-A-05 (2002).[6]

FOP invoked arbitration on March 20, 2001, on behalf of bargaining unit members Werts and Blocker. By letter dated June 10, 2002, the Respondent advised FOP that it would "not proceed with any future arbitration unless [one or either of the following things occur:] [1] the parties have reached some agreement to arbitrate through collective bargaining; or [2] OLRCB is ordered to arbitrate [PERB] Case[] [Nos.] 02-A-04 [the Hochhauser Award] and 02-A-05 [the Shapiro Award] which are currently under review by the Board." (R&R at p. 4). On June 17, 2002, the FOP also invoked arbitration for bargaining unit members Johnson and Robinson. The Respondent declined to participate in any further arbitrations.

On July 18, 2002, FOP filed the unfair labor practice Complaint in this matter alleging that DHS was violating D.C. Code § 1-617.04(a)(1) by refusing to cooperate in all other arbitrations

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in effect. Arbitrator Shapiro found that the new agreement was identical to the AFGE agreement except for some minor revisions. Therefore, he determined that the AFGE Agreement had renewed itself until September 30, 2001. (R&R at p. 3)

[5]The document was styled "Petition for Limited Review".

[6]By Decision and Order (D&O) in Slip Op. No. 691, the Board found that "the Respondent's Arbitration Review Requests amounted to a mere disagreement with the Arbitrators' findings and, accordingly, denied [both] Request[s]." (R&R at p. 5) The Board's D&O in Slip Op. No. 691 denying the Respondent's Arbitration Review Request, issued on November 21, 2002. (Therefore, the matter was still pending before the Board when the hearing in this matter was held on November 19, 2002.)

Pursuant to Board Rule 559.2:

> The Board's D&O shall not become final if any party files a Motion for Reconsideration within ten (10) days after issuance of the decision . . . [U]nless the order specifies otherwise.

In order to be timely, a Motion for Reconsideration ("Motion") of the Board's D&O in Slip Op. No. 691 (denying the Respondent's Arbitration Review Request) had to be filed within ten (10) days of November 21, 2002, the date of issuance. The Respondent filed a timely Motion for Reconsideration. The Motion was designated Slip Op. No. 717. Therefore, the Board's November 21, 2002 D&O in Slip Op. No. 691 denying the Respondent's Arbitration Review Request did not become final at that time. (Further, the Motion in Slip Op. No. 717 was pending when the Hearing Examiner issued his R&R in this matter.)

involving the FOP/DHS Labor Committee.

The Respondent denies that it has refused to arbitrate and asserts that it has "continued to reschedule a pending arbitration matter until such time as the Board makes a ruling in PERB Case Nos. 02-A-04 and 02-A-05." (Answer at p. 3). Furthermore, the Respondent denies that its actions violate § 1-617.04(a)(1) of the Comprehensive Merit Personnel Act (CMPA). The Respondent requests dismissal of the Complaint stating that it fails to state a claim upon which relief can be granted and is untimely filed under PERB Rule 520.4. (See Answer at p.3).

III. Hearing Examiner's Report

Although no exceptions were filed in this matter, under D.C. Code § 1-605.02 (2000) the Board has the authority to decide whether an unfair labor practice has been committed and to issue an appropriate remedial order. Therefore, we shall review the record and the Hearing Examiner's R&R in making our determination.

The Respondent's Arguments Re: Dismissal

1. Timeliness of the Complaint

Pursuant to Board Rule 520.4, "[u]nfair labor practice complaints shall be filed not later than 120 days after the date on which the alleged violation occurred." The Hearing Examiner noted that the "regulatory time limits for initial filings are mandatory and cannot be waived." (R&R at p. 6). DHS asserts that FOP's Complaint should have been filed within 120 days after October 18, 2001, when DHS first notified the Complainant that it was not willing to proceed. The Complaint was filed on July 18, 2002. (See R&R at p. 6).

The Hearing Examiner considered whether the Respondent's letter of October 18, 2001, was the event constituting the alleged violation, and whether DHS' refusal to arbitrate grievances constituted a continuing violation.[7] He cited *A & L Underground*, 302 NLRB 467 (1991), for the proposition "that th[e] 'continuing violation theory' cannot properly apply [where there is] . . . a clear and total contract repudiation." (R&R at p. 6). Therefore, the Hearing Examiner considered whether there was a clear and total contract repudiation in the present case. The Hearing Examiner noted that DHS continued to adhere to the other terms and conditions of the collective bargaining agreement both before and after its October 18, 2001 letter. He observed that first, DHS gave notice to FOP on October 18, 2001 that "it had no agreement with [FOP] providing for arbitration [and therefore] would not proceed to arbitration in [the Hochhauser and Shapiro grievances]." (R&R at pgs. 3, 7) However, despite this notice, "[t]he parties then agreed . . . to bifurcate the proceedings and submit

[7]The October 18, 2002 letter to Arbitrator Shapiro stated that the Respondent would not go forward with the arbitration because there was no collective bargaining agreement in effect.

first to the Arbitrator the question of arbitrability [with the condition that] if it were determined that the grievances were arbitrable . . . a hearing would be held on the merits." (R&R at pgs. 3, 7).

As a result, hearings were held on both grievances. The Hochhauser award issued on March 21, 2002 and the Shapiro award issued on April 4, 2002. In both cases the Arbitrators found that there was a collective agreement in effect containing a valid arbitration clause, therefore the grievances were arbitrable. Rather than proceeding to hearings on the merits as the parties had agreed, DHS challenged the Awards by filing Arbitration Review Requests with the Board. Furthermore, on June 10, 2002, and June 19, 2002, DHS notified FOP that it would not arbitrate new grievances unless certain conditions were met. One of the conditions was that "the Public Employee Relations Board issue[] an order dismissing [its Arbitration Review requests] or find[] a duty to arbitrate [in PERB Case Nos.] 02-A-04 [the Hochhauser Award] and 02-A-05 [the Shaprio Award] which [were] currently under review by the Board." (R&R at p. 4).

The Hearing Examiner determined that the "Respondent's conduct in this proceeding could be fairly judged as ambiguous and sending conflicting signals, adhering to the terms and conditions of the agreement while contending that there was no agreement, yet promising to abide by its arbitral provisions if so ordered by the Arbitrator and PERB." (R&R at p. 7). Thus, he found no clear and total repudiation of the collective bargaining agreement by DHS.[8] In view of the Respondent's equivocal conduct, the Hearing Examiner reasoned that "[t]his was not a case where the bargaining relationship [was] severed in one stroke, following which the Complainant sat dilatorily on its hands." (R&R at p. 7). In the absence of a clear and total contract repudiation, the Hearing Examiner found that the instant unfair labor practice complaint, filed on July 18, 2002, was well within the 120 day period allowed by statute and thus the Complaint was timely filed.

The Board has reviewed the findings and conclusions of the Hearing Examiner on the timeliness issue and find them to be reasonable, persuasive and based on the record. Therefore, we adopt his finding that the Complaint was timely filed.

2. Failure to state a claim upon which relief can be granted.

In his R&R, the Hearing Examiner does not expressly address the Respondent's argument that the Complainant failed to state a claim upon which relied can be granted. Here, the Complainant asserts that the Respondent is interfering, restraining and coercing employees in the exercise of their rights guaranteed under the CMPA by refusing to process grievances. The Board has not squarely

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[8]The Hearing Examiner cited National Labor Relations Board (NLRB) case law in *A & L Underground*, 302 NLRB 467 (1991), for the proposition "that th[e] 'continuing violation theory' cannot properly apply [where there is] . . . a clear and total contract repudiation." (R&R at p. 6). In the present case, he found that there is no clear and total contract repudiation, therefore the Hearing Examiner determined that the "continuing violation theory" is applicable here.

addressed the issue of whether a refusal to process a grievance constitutes a violation of the CMPA. However, the Federal Labor Relations Authority ("FLRA"), the federal counterpart of this Board, has found that refusal by one party to an agreement to participate in the procedures for the resolution of grievances, including questions of arbitrability, conflicts with the requirements of 7121, which requires that a grievance procedure be included in collective bargaining agreements. The NLRB has found in *Baumgartner Masonry, LLC* and *Bricklayers & Allied Craftworkers District Council of Wisconsin*, 329 NLRB No. 4 (1999), that refusal to process grievances constitutes a violation of § 8(a)(1) and (5) of the NLRA. Also, this Board has found that refusal to implement a grievance settlement or an arbitration award constitutes a violation of (a)(1) and (5). In the present case, the Respondent claims that it is not party to a collective bargaining agreement. The Complainant counters that there is a valid collective bargaining agreement between the parties. The outcome of the case, whether the Respondent violated the act by not processing grievances, will be determined by whether there is a collective bargaining agreement in place with a valid grievance provision, requiring the parties to process grievances. If there is a valid agreement in place, as the Complainant claims, the parties are required to process grievances. Therefore, the Complainant has made a claim for which relief can be granted.

Alleged violation of D.C. Code § 1-617.04(a)(1)

The Hearing Examiner addressed whether DHS violated the CMPA by refusing to arbitrate the Werts and Blocker grievance (June 10, 2002), and the Johnson and Robinson grievances (June 19, 2002). At the Hearing, the Complainant asserted that the Respondent continues refusing to arbitrate grievances after this Board denied its Arbitration Review requests. The Complainant argues that this refusal to process grievances is a contractual violation as well as an unfair labor practice. Specifically, the Complainant alleges a violation of employees' rights under the following provisions of the CMPA: D. C. Code § 1-617.04(a)(1)and § 1-617.06(a)(1).[9] (R&R at p. 5).

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[9]D.C. Code § 1-617.04 "Unfair labor practices" provides as follow:

> (a) The District, its agents, and representatives are prohibited from:
> Interfering, restraining, or coercing any employee in the exercise of the rights guaranteed by this subchapter;

D.C. Code § 1-617.06 "Employee rights" provides as follows:

> (a) All employees shall have the right:
>
> > (1) To organize a labor organization free from interference, restraint, or coercion;
> > (2) To form, join, or assist any labor organization or to refrain from such activity; and
> > (3) To bargain collectively through representatives of their own choosing as provided by this subchapter.

DHS counters that NLRB case law supports its position that: (1) the AFGE contract became void when FOP was certified as the new bargaining representative; (2) the collective bargaining agreement was terminated by the actions of FOP when it commenced negotiations to replace the old (AFGE) agreement; and (3) two of the grievances at issue, pertaining to employees Johnson and Robinson, do not involve facts that arose before the expiration of the agreement, thus it has no obligation to arbitrate these matters.[10] (See R&R at p. 6).

The Hearing Examiner rejected DHS' position that there was no collective bargaining agreement in existence requiring the parties to arbitrate grievances. He determined that "[i]n large measure, this case has already been resolved by [the Board] when it denied Respondent's consolidated Arbitration Review Request[s], thereby upholding the Arbitrators' findings that there was, as of the time of the hearing in those cases, an agreement in effect providing for binding grievance arbitration." (R&R at p. 7). In view of the fact that there was no evidence of any subsequently written notice to terminate that agreement by DHS, he reasoned that the agreement was still in effect.[11] (R&R at p. 8). The H earing Examiner noted that DHS continued to adhere to the other terms and conditions of the collective bargaining agreement both before and after its October 18, 2001 letter.

Having determined that a collective bargaining agreement with a valid arbitration clause was in effect, the Hearing Examiner analyzed whether DHS repudiated the collective bargaining agreement by refusing to process grievances. In this regard, the Hearing Examiner observed that "[DHS] has, except for the arbitration procedure, continued to adhere to the terms and conditions of employment of the AFGE, Local 383 contract which, according to Arbitrator Shapiro, is virtually identical to the never-approved 'new' agreement negotiated by the FOP and [DHS]." [R&R at p. 8] The Hearing Examiner further observed that the "Respondent has said that it will 'timely respond to concerns and grievances raised by the Union in a regular fashion' and that it has 'been complying with past practice concerning terms and conditions of employment. . . .In addition, Respondent expressed that it will proceed with further arbitrations if PERB issues an order finding a duty to arbitrate [in cases currently the subject of the pending Motion for Reconsideration of PERB's Order

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[10]The Respondent cited *Nolde Brothers, Inc. V. Local No. 358, Bakery & Confectionery Workers Union, AFL-CIO, 430 U.S. 243, 97 S.Ct. 1067 (19977) and Litton Financial Printing Division, a Division of Litton Business Systems, Inc. v. National Labor Relations Board, et al.*, 501 U.S. 190, 111 S. Ct.2215, for the proposition that there is no obligation to arbitrate disputes that arose after the collective bargaining agreement expired. As we stated in Slip Op. No. 717 in response to this argument, those cases did not concern a situation where the contract was still in effect, as dictated by the facts of the present case.

[11]The Board denied the consolidated Arbitration Review Requests on November 21, 2002. See 50 D.C. Reg. 5028, Slip Op. No. 691, PERB Case Nos. 02-A-04 and 02-A-05 (2002). Upon the Board's denial of the Arbitration Review Request in Slip Op. No. 691, the Respondent filed a Motion for Reconsideration (which was designated Slip Op. No. 717). This Motion was pending on February 10, 2003, the date of the Hearing Examiners' R&R in this matter. The Board denied the Respondent's Motion for Reconsideration on July 17, 2003. See 50 DCR 5028, Slip Op. No. 717, PERB Case Nos. 02-A-04 and 02-A-05 (2003).

denying Respondent's Arbitration Review request]."[12] (R&R at p. 8). (Brackets in the original).

In view of the Respondent's adherence to all other provisions of the collective bargaining agreement, the Hearing Examiner treated the Respondent's refusal to honor the arbitration clause in the collective bargaining agreement as a conditional refusal, until all Board proceedings were concluded. Therefore, he determined that the "Respondent has not violated the CMPA by refusing to proceed to arbitration while seeking review before [the Board] of the Hochhauser and Shapiro awards." (R&R at p. 8). As a result, he concluded that the Respondent did not violate the CMPA by refusing to arbitrate the Warts, Blocker, Johnson and Robinson grievances.[13]

With regard to the pending Board proceedings, the Hearing Examiner determined that "[a]lthough Respondent's Motion for Reconsideration [of the Hochhauser and Shapiro arbitration awards] is pending [before the Board at the time of the hearing in this matter], [he was] bound by the Board's [initial] ruling of November 21, 2002, [denying the Request for Review of these arbitration awards]." (R&R at p. 7). Therefore, the Hearing Examiner recommended that this matter be held in abeyance "pending final disposition of [the] Respondent's consolidated Arbitration Review Request in PERB Case No. 02-A-04 and 02-A-05. (R&R at p. 8). Furthermore, the Hearing Examiner recommended that "[i]f the Motion for Reconsideration is denied and the Respondent then proceeds with pending arbitrations, [then] the Complaint should be dismiss." (R&R at p. 9).

As stated above, the Respondent's Motion for Reconsideration was pending when the Hearing Examiner issued his R&R in this matter. Subsequently, on February 10, 2003, the Board denied the Respondent's Motion for Reconsideration in Slip Op. No. 717, on July 17, 2003 .[14] Although no exceptions were filed, the Board has reviewed the findings and conclusions of the Hearing Examiner. The Board finds that the Hearing Examiners findings and conclusion are reasonable and based on the

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[12]See footnote 6, above.

[13]In Slip Op. No. 717 (July 17, 2003) the Board denied the Respondent's Motion for Reconsideration. After reviewing the submissions of the parties, the Board found that the Agency's arguments were nothing more than a disagreement with the Board's determination in Slip Op. No. 691 (concerning the Board's ruling denying the Respondent's Arbitration Review Request).

Subsequently, the Respondent filed a "Petition for Review of Agency Decision" in the District of Columbia Superior Court, appealing this Board's decision in Slip Op. No. 717, wherein the Board denied the Respondent's Motion. The Respondent's Petition was denied by the Court for untimeliness. Therefore, the Board's D&O denying the Motion for Reconsideration in Slip Op. No 717, stands. In anticipation of this outcome, the Hearing Examiner noted that if the Motion for Reconsideration is denied, which is the case here, DHS' refusal to arbitrate can be remedied because "adequate make-whole remedies can be prescribed for any grievance found in arbitration to be meritorious. (R&R at p. 8) Thus, he found that the Respondent's actions were not permanent in nature and did not rise to the level of an unfair labor practice.

[14]See 50 DCR 5028, Slip Op. No. 717, PERB Case Nos. 02-A-04 and 02-A-05 (2003).

record. Therefore, we adopt his conclusion that there was a collective bargaining agreement in effect at the time that the four (4) grievances at issue in this matter were filed. We have previously reached this conclusion in Slip Op. No. 691 (the Respondents' Arbitration Review Requests of the Hochhauser and Shapiro arbitration awards) and in Slip Op. No. 717 (the Respondent's Motion for Reconsideration).

However, the Board disagrees with the conclusion of the Hearing Examiner that the Respondent's refusal to honor the arbitration clause in the collective bargaining agreement was a conditional refusal, until all Board proceedings were concluded, and therefore the Respondent did not violate the CMPA "by refusing to proceed to arbitration while seeking review before [the Board] of the Hochhauser and Shapiro awards." (R&R at p. 8)

The Board has held that District agencies are prohibited from "interfering, restraining, or coercing any employee in the exercise of the rights guaranteed by this subchapter." D.C. Code § 1-617.04(a)(1). Here, the Complainant alleges a violation of D.C. Code § 1-617.04(a)(1). The Board finds that by refusal to process the Werts – and Johnson grievances while seeking review before the this Board, the Respondent - acting at its own peril - interfered with and restrained employees in the exercise of their rights guaranteed by the CMPA. "D.C. Code § 1-617.06 (2001 ed.) protects employees in the exercise of their right to pursue a grievance. Specifically, [the CMPA at] D.C. Code § 1-617.06 . . . gives employees the right to (1) form, join, or assist any labor organization; . . . (2) bargain collectively through representatives of their choosing . . . [and] (3) present a grievance at any time. . . ." *American Federation of Government Employees, local 2741 v. District of Columbia Department of Parks and Recreation*, 50 DCR 5049, Slip Op. No. 697 at f. 10, PERB Case No. 00-U-22 (2002). Here, although the Respondent complied with all other aspects of the collective bargaining agreement, employees were prevented from pursuing their right to present grievances.

The Board notes that the parties submitted to arbitration the issue of arbitrability, which necessarily encompassed the issue of whether there was a contract in existence. Even though two arbitrators had resolved the issue of arbitrability by April 2002, the Respondent again declined to arbitrate two more grievances, the Robinson grievance on June 10, 2002, and the Johnson grievance on June 17, 2002. However, the Respondent's refusal to process grievances was at its own peril. We find that by its actions the Respondent interfered with, restrained and coerced employees in the exercise of their rights under D.C. Code § 1-617.04(a)(1).

The Respondent argued that two of the grievances in question were filed after the collective bargaining agreement had allegedly terminated. Assuming this to be true, the Board concludes that the purposes and policies of the CMPA[15] are best effectuated by a requirement that the existing

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[15]D.C. Code § 1-601.02(5) and (6) provide for a system of public personnel administration which shall "establish impartial and comprehensive administrative or negotiated procedures for resolving employee grievances [and] provide for a positive policy of labor-management relations including collective bargaining between the

personnel policies and practices, and matters affecting working conditions - including negotiated grievance and arbitration procedures - continue as established after the expiration of a negotiated agreement, absent an express agreement by the parties to the contrary. This fosters stable relations in the workplace, especially while there are pending negotiations between the agency and another union.[16]

The Board, by previously denying the Respondent's Arbitration Review Requests and the Motion for Reconsideration, in effect, has determined that there was a collective bargaining agreement in existence which contained a valid arbitration provision. Thus, we find that the Respondent's continued refusal to process grievances interferes with the exercise of employee rights in violation of the CMPA at D.C. Code § 1-617.04(a)(1).

ORDER

IT IS HEREBY ORDERED THAT:

1. The District of Columbia Department of Human Service ("DHS"), its agents and representatives shall cease and desist from interfering restraining, or coercing employees in the exercise of their rights guaranteed by D.C. Code § 1-617.04(a)(1).

2. DHS, its agents and representatives shall post conspicuously within ten (10) days from the service of this Decision and Order, the attached Notice, admitting the above noted violations where notices to employees are normally posted. The Notice shall remain posted for thirty (30) consecutive days.

3. DHS, its agents and representatives shall notify the Public Employee Relations Board ("the Board"), in writing, within fourteen (14) days from the date of this Decision and Order that the Notice has been posted accordingly.

District of Columbia government and its employees."

[16]See *Dept of the Air Force 35th Combat Support Group (TAC) George Air Force Base, California and National Federation of Federal Employees, Local 977*, 4 FLRA 22 at pgs. 1-2 (1980), where the Federal Labor Relations Authority (FLRA), adopted the administrative law judge's finding that management violated employees' right to be represented when management failed to process grievances arising under the agreement after a new union was certified. See also, *U.S. Nuclear Regulatory Commission and National Treasury Employees Union*, 6 FLRA 18 at pgs. 1-2 (1981), where the FLRA found that employment conditions established by a negotiated agreement continue after its expiration, even after there is a change in the exclusive representative.

4. 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

CERTIFICATE OF SERVICE

This is to certify that the attached Decision and Order in PERB Case No. 02-U-24 was transmitted via Fax and U.S. Mail to the following parties on this the 30th day of September 2009.

Harold Vaught, Esq.
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Sheryl V. Harrington
Secretary

NOTICE

TO ALL EMPLOYEES OF THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN SERVICES, 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. 812, PERB CASE NO. 02-U-24 (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) by the actions and conduct set forth in Slip Opinion No. 812.

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 Department of Human Services

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