

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

**Government of the District of Columbia
Public Employee Relations Board**

In the Matter of:)	
)	
Fraternal Order of Police/ Metropolitan Police Department Labor Committee)	
Complainant,)	PERB Case No. 11-U-17
v.)	Opinion No. 1554
)	
District of Columbia Metropolitan Police Department)	
Respondent.)	

DECISION AND ORDER

On January 21, 2011, Fraternal Order of Police/Metropolitan Police Department Labor Committee ("FOP" or "Union") filed an unfair labor practice complaint ("Complaint") alleging that the District of Columbia Metropolitan Police Department ("Respondent" or "MPD") violated D.C. Official Code § 1-617.04 (a)(1) and (5) of the Comprehensive Merit Personnel Act ("CMPA") by failing to comply with the Union's request for information.

MPD filed a motion to dismiss the complaint. The Board denied the motion and referred the complaint to a Hearing Examiner for findings of fact. MPD also filed a motion for reconsideration. For reasons stated herein, the Board adopts the Hearing Examiner's findings and recommendation that the Respondent committed an unfair labor practice (ULP). In addition, we deny the Respondent's Motion for Reconsideration of Slip Op. No. 1135.

I. Statement of the Case

On September 27, 2010, FOP submitted an information request to MPD pursuant to Article 10 of the Collective Bargaining Agreement ("CBA") and Section 1-617.04(a)(5) of the D.C. Official Code. The request sought information concerning an investigation into an allegation that unknown subjects tampered with a private vehicle owned by an MPD lieutenant. The accused officers were transferred to new assignments, apparently as a result of the charges. Specifically, the request sought the following information:

Complete copies of all documents, including but not limited to, investigative packages on Sergeant Frank Edwards, Sergeant Mark Eckenrode, Officer Patty Cox, Officer Scott Mann and Officer Bernard

Richardson in reference to an incident that occurred on Friday, April 23, 2010 when an unknown subject(s) tampered with Lieutenant Tracy Hayes [sic] privately owned vehicle at which time Sergeant Frank Edward[s] was detailed out of the EOD¹ to the First District. On Monday, April 26, 2010 Sergeant Mark Eckenrode was detailed out of EOD to the Fourth District, Officer Patty Cox was detailed out of EOD to the Sixth District and Officer Scott Mann was detailed out of EOD to the Seventh District. On Friday, April 30, 2010, Officer Bernard Richardson was detailed out of EOD to the Fourth District.

A complete copy of Sergeant Frank Edwards, Sergeant Mark Eckenrode, Officer Patty Cox, Officer Scott Mann and Officer Bernard Richardson Internal Affairs file, including, but not limited to, all documents and information contained or referenced in that file.

By letter dated December 1, 2010,² MPD asked the Union for written authorizations for the Union to represent the members specified in its request. The letter stated:

On September 30, 2010 and again on November 15, 2010, Lieutenant Samuel Golway of the Internal Affairs Division contacted you by telephone and advised that until each member listed in this request designates you as his or her representative in writing, these requests cannot be considered.

This written designation is required under the District Personnel Manual (DPM). See DPM 3112.11: "Copies of reports of investigation conducted by the Office of Personnel or an Independent Personnel Authority³ shall be furnished upon request to the subject or to his or her representative designated in writing, with the exception of any material that is exempted from disclosure under this section."

Therefore, until the members you listed in your request have designated in writing that you are representing them, your request is denied.

FOP's response to MPD was that FOP was not required to, and would not provide any such written authorizations.⁴ FOP filed the instant unfair labor practice complaint on January 21, 2011.

II. Hearing Examiner's Recommendation

¹ Defined as the "bomb unit." R&R at 8.

² Complaint, Attachment 3

³ MPD was designated as an Independent Personnel Authority by D.C. Mayor's Order No. 2009-117 (June 19, 2009).

⁴ Tr. at 77.

At the hearing on February 16, 2012, Union witnesses stated that they had never previously been required to provide written authorization to obtain members' information.⁵ MPD's sole witness was its Director of Internal Affairs. According to his testimony, he did not know MPD's past practice, but rather had applied this policy once he became head of Internal Affairs based upon his reading of the regulation. Furthermore, MPD did not provide any additional evidence to support its position that requests for information were sometimes submitted with signed authorizations from the members.⁶

Based on the testimony at the hearing, Hearing Examiner Gloria Johnson issued a Report and Recommendation on August 6, 2014, finding that MPD committed an unfair labor practice in violation of D.C. Official Code § 1-617.4(a)(1) by not providing the requested necessary and relevant information. In her Report and Recommendation she relied exclusively on what the parties' past practice had been to resolve whether additional written authorizations were required for MPD to provide the requested information to FOP.⁷ The Hearing Examiner concluded that by refusing to provide the requested information, MPD prevented FOP from properly representing its members, and the refusal was an improper interference and restraint in violation of the statute.

III. MPD's Exceptions

The first issue raised by MPD in its exceptions is that the Hearing Examiner's Report misconstrued the PERB decision in *Fraternal Order of Police/ Metropolitan Police Department Labor Committee v. Metropolitan Police Department*⁸ and did not address MPD's justification for requesting written authorization.

The second issue raised by MPD is that the Hearing Examiner's finding that there was no past practice requiring written authorization is not supported by the record and it should not be the basis for an unfair labor practice finding.⁹ The Hearing Examiner's discussion of the past practice of MPD relied on MPD's sole witness' testimony that he could not recall any meetings with MPD personnel or with FOP about the requirements under DPM 3112.11¹⁰ to respond to requests for information, and that he did not know what the procedure was before he became Director of the Internal Affairs Division. As a result, the witness had no information about the past practice in this situation.

IV. Analysis

⁵ Tr. at 22.

⁶ R&R at 20.

⁷ R&R at 15-21.

⁸ 59 DC Reg. 11371, Slip Op. No. 1302, PERB Case Nos. 07-U-49, 08-U-13 and 08-U-16 (July 26, 2012).

⁹ MPD in its Exceptions states that a number of the Hearing Examiner's findings about past practice are not supported by the record. Since we are finding that past practice is not dispositive, we consider it unnecessary to address each of MPD's suggestions that findings by the Hearing Examiner were unsupported by the record.

¹⁰ DPM 3112.11: "Copies of reports of investigation conducted by the Office of Personnel or an Independent Personnel Authority shall be furnished upon request to the subject or to his or her representative designated in writing, with the exception of any material that is exempted from disclosure under this section."

A. *MPD was not justified in requiring written authorization before releasing employees' investigative records to FOP.*

PERB has held that agencies are obligated to provide relevant and necessary documents in response to a request made by the union.¹¹ Furthermore, when an agency has failed and refused, without a viable defense, to produce relevant and necessary information that the union has requested, the agency has failed to meet its statutory duty to bargain in good faith and has therefore violated D.C. Code 1-617.04(a)(5).¹² In addition, "a violation of the employer's statutory duty to bargain under D.C. Code 1-617.04(a)(5) also constitutes derivatively a violation of the counterpart duty not to interfere with the employees' statutory rights to organize a labor union free from interference, restraint or coercion; to form, join or assist any labor organization or to refrain from such activity; and to bargain collectively through representatives of their own choosing" found in D.C. Code 1-617.04(a)(1).¹³

In this case, FOP submitted a request to MPD for the investigative packages involving five unit members and an incident report of tampering with the private vehicle of a MPD lieutenant. MPD responded that the request could not be considered without the written authorization of the members. MPD stated in its December 1, 2010 letter to FOP that "... until each member listed in this request designates you as his or her representative in writing, these requests cannot be considered," citing DPM 3112.11.¹⁴ However, Commander LoJacono, MPD's sole witness, stated in the hearing that he did not recall whether any requests for information were provided without a specific union designation during his two and a half years as director. He further admitted "I don't know what happened before I was there."¹⁵ The Hearing Examiner concluded that "the Department did not put on a preponderance of credible evidence showing past practice between the parties was to apply Section 3112.11 of the DPM in cases of this sort"¹⁶

MPD did not raise past practice as a defense in its Answer to the Complaint. The issue was first raised by the Hearing Examiner during the hearing and it was not until the filing of the Respondent's Post Hearing Brief and then Respondent's Exceptions to the Hearing Examiner's Report and Recommendation that MPD addressed the issue of past practice. MPD later sought to add past practice as a defense. Although there was an extensive discussion of past practice by the Hearing Examiner, PERB does not recognize past practice as a defense to denial of a request for information. There is no presumption that a past practice can justify not responding to an

¹¹ *American Federation of Government Employees, Local 631 v. District of Columbia Water and Sewer Authority*, 59 D. C. Reg. 3948 (2012), Slip Op. No. 924 at 5-6, PERB Case No. 08-U-04 (2007).

¹² *American Federation of Government Employees, Local 2725 v. District of Columbia Department of Health*, 59 DC Reg. 6003 (2012), Slip Op. No. 1003 at 4, PERB Case 09-U-65 (2009). Citing *Psychologists Union, Local 3758 of the D.C. Department of Health, 1199 National Union of Hospital and Health Care Employees, American Federation of State County and Municipal Employees, AFL-CIO v. District of Columbia Department of Mental Health*, 59 DC Reg. 3315(2012), Slip Op. No. 809, PERB Case No. 05-U-41(September 9, 2005).

¹³ Quoting *American Federation of State, County and Municipal Employees, Local 2776 v. District of Columbia Department of Finance and Revenue*, 37 DCR 5658, Slip Op. No. 245 at 2, PERB Case No.89-U-02 (1990).

¹⁴ District Personnel Manual (DPM). See DPM 3112.11 quoted on page 2 above.

¹⁵ R&R at 17.

¹⁶ R&R at 15.

information request. In this case, the Board does not consider past practice to reach the conclusion that MPD inappropriately withheld necessary and relevant information from FOP as part of the latter's investigation in connection with a grievance.¹⁷

Contrary to the assertion in MPD's exceptions, the Hearing Examiner did address MPD's justification for requesting written authorization, namely DPM 3112.11. The Hearing Examiner cited *Fraternal Order of Police/ Metropolitan Police Department Labor Committee v. Metropolitan Police Department*,¹⁸ that stated "personnel regulations [including DPM 3112.11] do not, and cannot, constrain FOP's statutory right to information that is necessary and relevant to the Union's role as the exclusive representative and duty to represent" the employees in the unit. In that case, the information in question related to non-unit members who were subjects of the same investigation as a member. In that case, the Board held that the personnel regulations could not be used to deny the Union access to the requested information. The Board also imposed safeguards on the Union's use of the information in view of the legitimate confidentiality issues raised by the Employer.¹⁹

B. Failure to provide the requested information without written authorization is an unfair labor practice violation.

To establish an unfair labor practice violation under D.C. Official Code § 1-617.04 (a)(1) and (5) of the CMPA, the Union must show that the Respondent interfered with, restrained or coerced an employee in the exercise of rights guaranteed by this subsection, or that the Respondent refused to bargain in good faith with the union.

In a recent decision, the Board held that when confidentiality is raised as a defense, "a union's right to information has always been balanced against confidentiality concerns. The test is whether the information sought is relevant and necessary to the union's legitimate collective bargaining functions and whether this need is outweighed by privacy concerns."²⁰ The Hearing Examiner in the instant case held that the information sought by FOP was relevant and necessary.²¹ In its answer to the complaint, no claim of confidentiality was made by MPD. It simply relied on DPM 3112.11 as the later explanation for demanding written authorization. It was undisputed that FOP was the exclusive representative of the members of the unit. And, there was no reason to suspect that status would not continue at least to the end of the current CBA. It was also undisputed that the officers in question were members of the unit. Thus, because there is a CBA that establishes that FOP is the exclusive representative of these employees, it was

¹⁷ *Washington Teachers' Union, Local #6 AFT, AFL-CIO v. District of Columbia Public Schools*, 61 DC Reg. 1537 (2014), Slip Op. No. 1448 at 4, PERB Case No. 04-U-25 (January 23, 2014).

¹⁸ Slip Op. No. 1302 at 24-25, PERB Case No. 07-U-49, 08-U-13, and 08-U-16 (July 26, 2012).

¹⁹ Id.

²⁰ *Fraternal Order of Police/Metropolitan Police Department Labor Committee v. District of Columbia Metropolitan Police Department*, Slip Op. No. 1553 at 5, PERB Case Nos. 12-U-05, 12-U-10, and 13-U-28 (October 29, 2015). See also, *D.C. Nurses Ass'n v. Mayor of D.C.*, 445 D.C. Reg. 6736, Slip Op. No. 558 at 5, PERB Case Nos. 95-U-03, 97-U-16, and 97-U-28 (1998); *Univ. of D.C. Faculty Ass'n v Univ. of D.C.*, 36 D.C. Reg. 3333, Slip Op. No. 215 at 3, PERB Case No. 88-U-16(1989), quoted in *F.O.P./Metro. Police Dep't Labor Comm.*, Slip Op. No. 1302 at 22, and *F.O.P./Metro. Police Dep't Labor Comm. V. Metro. Police Dep't.*, Slip Op. No. 1521 at 3.

²¹ R&R at 22.

unnecessary for MPD to demand further written authorization before providing the requested information.

In *Fraternal Order of Police/Metropolitan Police Department Labor Committee v. Metropolitan Police Department*²², we held that it is an unfair labor practice for an agency to withhold relevant and necessary information from the Union without a *viable defense*. MPD's reliance on the requirements of DPM 3112.11 is not reasonable or a viable defense under the circumstances of this case. Commander LoJacono stated he believed he was "protecting the member from an unauthorized disclosure of information."²³ Where there was no dispute that the five officers are members of the FOP bargaining unit, and the union provided a reasonable explanation for why it needed the information, it should have been routine for MPD to provide the requested information simply upon the request of a known union official. The safeguard against unauthorized disclosure was in the fact that the union was elected to represent the interests of the members of the unit. Thus, Commander LoJacono's insertion of an additional layer of scrutiny, i.e. written authorization, to establish if the member wished to be represented by the union in a specific undertaking, was unnecessary and a violation of the CMPA.

The Board concludes that the Hearing Examiner's findings and conclusions are reasonable, supported by the record, and consistent with the Board precedents. Although we agree with the Hearing Examiner's conclusion that MPD violated the Act, we reach that conclusion with different reasoning. The parties' past practice with respect to responding to information requests is irrelevant and was not pled by MPD. FOP requested information to represent its unit members, the Hearing Examiner found the requested information was relevant and necessary,²⁴ and MPD did not provide the requested information. Thus, without any viable defense to denying the information request, it is clear that MPD violated D. C. Official Code § 1-617.04(a)(1) and (5) of the CMPA.²⁵

V. Remedy

In accordance with the Board's finding that MPD's conduct constituted an unfair labor practice under the CMPA, the Board now turns to the question of what constitutes an appropriate remedy. FOP asked the Board to order MPD to: 1) cease and desist from violating the CMPA in the manner alleged; 2) to post notices; 3) to immediately provide FOP with the requested information; and, 4) pay FOP's costs.²⁶

The Board finds it reasonable to order MPD to cease and desist from violating the CMPA in the manner alleged or in any like or related manner. We also find it reasonable to order MPD to immediately deliver to FOP any and all information requested by FOP in its letter of September

²² 59 D.C. Reg. 3386, Slip Op. No. 835 at 9-10, PERB Case No. 06-U-10 (2006).

²³ R&R at 16.

²⁴ R&R at 21-23.

²⁵ *Fraternal Order of Police/Metropolitan Police Department Labor Committee v. District of Columbia Metropolitan Labor Committee*, 60 DC Reg. 5337 (2013), Slip Op. No. 1374, PERB Case No. 06-U-41 at 17-18, (March 14, 2013)

²⁶ Complaint at 6-7.

27, 2010.²⁷ In addition, the Board orders MPD to post a notice acknowledging its violation of the CMPA, as detailed herein. When a violation of the CMPA has been found, the Board's order is intended to have a "therapeutic as well as a remedial effect" and is further to provide for the "protection of rights and obligations."²⁸ It is the protection of employees' rights, that "underlies [the Board's] remedy requiring the posting of a notice to all employees" that details the violations that were committed and the remedies afforded as a result of those violations.²⁹ Posting a notice will enable bargaining unit employees to know that their rights under the CMPA are fully protected.³⁰ It will likewise discourage the Agency from committing any future violations.³¹

FOP further requested that MPD be ordered to pay "the Union's costs associated with the proceeding."³² D.C. Code § 1-617.13(d) authorizes the Board "to require the payment of reasonable costs incurred by a party to a dispute from the other party or parties as the Board may determine."

The circumstances under which the Board orders an award of costs were articulated in *AFSCME, D.C. Council 20, Local 2776 v. D.C. Department of Finance and Revenue*,³³ in which the Board stated:

[A]ny such award of costs necessarily assumes that the party to whom the payment is to be made was successful in at least a significant part of the case, and that the costs in question are attributable to that part. Second, it is clear on the face of the statute that it is only those costs that are "reasonable" that may be ordered reimbursed . . . Last, and this is the [crux] of the matter, we believe such an award must be shown to be in the interest of justice.

Just what characteristics of a case will warrant the finding that an award of costs will be in the interest of justice cannot be exhaustively catalogued . . . What we can say here is that among the situations in which such an award is appropriate are those in which the losing party's claim or position was wholly without merit, those in which the successfully challenged action was undertaken in bad faith, and those in which a reasonably foreseeable result of the successfully challenged conduct is the undermining of the union among the employees for whom it is the exclusive bargaining representative.

²⁷ *AFGE, Local 2725 v. D.C. Dep't of Health*, 59 D.C. Reg. 6003, Slip Op. No. 1003 at p. 5, PERB Case 09-U-65. (2012).

²⁸ *Id.* (quoting *National Association of Government Employees, Local R3-06 v. District of Columbia Water and Sewer Authority* 47 D.C. Reg. 7551, Slip Op. No. 635 at pgs. 15-16, PERB Case No. 99-U-04 (2000)).

²⁹ *Id.* (quoting *Charles Bagenstose v. District of Columbia Public Schools*, 41 D.C. Reg. 1493, Slip Op. No. 283 at p. 3, PERB Case No. 88-U-33 (1991)).

³⁰ *Id.*

³¹ *Id.*

³² Complaint at 7.

³³ 37 D.C. Reg. 5658, Slip Op. No. 245 at p. 4-5, PERB Case No. 89-U-02 (1990).

In the instant matter, the Board found that MPD failed and refused, without a viable defense, to produce the information that FOP requested which impeded FOP's ability timely to "protect the interests of several of its members facing a pending disciplinary matter" in violation of the CMPA.³⁴ Despite MPD's having the information and knowing it was required to produce the information, it withheld the information from FOP. The Board found that in so doing, MPD failed to meet its statutory duty to bargain in good faith, that its defenses were wholly without merit, and that its actions reasonably and foreseeably undermined FOP's ability to fulfill its duties on behalf of the bargaining unit employees that faced disciplinary action. In light of these findings, the Board finds that the award of costs in accordance with FOP's request would serve the "interest-of-justice" test articulated in *AFSCME, supra*.

VI. Respondent's Motion for Reconsideration

The Board, in Slip Opinion Number 1135³⁵ denied MPD's motion to dismiss the unfair labor practice complaint in this case. MPD argued that this dispute arose under the contractual provision concerning information requests. The Board stated that "if the allegations made in an unfair labor practice complaint do, in fact, concern statutory violations, then the Board is empowered to decide whether MPD committed an unfair labor practice concerning the Union's document request, even though the document request was made ... pursuant to a contract's resolution provisions."³⁶ MPD filed a Motion for Reconsideration and FOP filed a timely Opposition. The Hearing Examiner rejected MPD's assertion that "the complaint only involves an alleged violation of a contractual provision,"³⁷ and found that the complaint alleged a statutory violation and thus was within the Board's jurisdiction.³⁸

The Board has repeatedly held that "a motion for reconsideration cannot be based upon mere disagreement with its initial decision."³⁹ In its Motion for Reconsideration, MPD presented no arguments that were not already considered by the Board in Slip Op. No. 1135. Consequently,

³⁴ Complaint at 4.

³⁵ *Fraternal Order of Police/Metropolitan Police Department Labor Committee v. District of Columbia Metropolitan Police Department*, 59 DC Reg. 6805 (2012), Slip Op. No. 1135, PERB Case No. 11-U-17 (September 15, 2011).

³⁶ *Id.* at 5-6.

³⁷ R & R at 5 and 18.

³⁸ *Fraternal Order of Police/Metropolitan Police Department Labor Committee v. District of Columbia Metropolitan Labor Committee*, 59 DC Reg. 6552 (2012), Slip Op. No. 1114, PERB Case No. 11-U-24 (August 15, 2011).

³⁹ *American Federation of State, County and Municipal Employees, District Council 20, Local 2921, AFL-CIO v. District of Columbia Public Schools*, Slip Op. No. 1518, PERB Case No. 12-E-10 9 (April 24, 2015). See also *Candi Peterson v. Washington Teachers Union*, Slip Op. No. 1254 at pp. 2-3, PERB Case No. 12-S-01 (March 28, 2012); *University of the District of Columbia Faculty Association/National Education Association v. University of the District of Columbia*, 59 D.C. Reg. 6013, Slip Op. No. 1004 at p. 10, PERB Case No. 09-U-26 (2009); and, *American Federation of Government Employees, Local 2725 v. District of Columbia Department of Consumer and Regulatory Affairs and District of Columbia Office of Labor Relations and Collective Bargaining*, 59 D.C. Reg. 5041, Slip Op. No. 969 at pp. 4-5, PERB Case No. 06-U-43 (2003).

it appears that MPD is merely disagreeing with the previous decision by the Board.⁴⁰ Additionally, the moving party must provide authority which “compels reversal” of the Board’s initial decision.⁴¹ Likewise, the Motion offered no authority that would compel reversal. Consequently, MPD’s motion is denied.

VII. Conclusion

We conclude that MPD did violate D.C. Official Code § 1-617.04 (a)(1) and (5) of the Comprehensive Merit Personnel Act, and thus did commit an unfair labor practice. The unfair labor practice complaint is upheld.

In addition, we agree with the Hearing Examiner that contract interpretation was not required in this case and that PERB has jurisdiction to hear this case. Therefore, MPD’s Motion for Reconsideration is denied.

ORDER

IT IS HEREBY ORDERED THAT:

1. Complainant’s unfair labor practice complaint is upheld.
2. Respondent’s motion for reconsideration is denied.
3. The District of Columbia Metropolitan Police Department shall deliver to the Fraternal Order of Police/Metropolitan Police Department Labor Committee, within fourteen (14) days of the date of the issuance of this Order, the information FOP requested.
4. The District of Columbia Metropolitan Police Department shall conspicuously post where notices to employees are normally posted a notice that the Board will furnish to MPD. The notice shall be posted within ten (10) days from MPD’s receipt of the notice and shall remain posted for thirty (30) consecutive days.

⁴⁰ In its Answer to the ULP Complaint, Respondent stated as an Affirmative Defense, “The Board lacks jurisdiction over this matter as the parties’ collective bargaining agreement provides a grievance and arbitration procedure to resolve contractual disputes. Since the Board’s precedent provides that the Board has no jurisdiction over contract disputes, the Board should dismiss the complaint in this matter.” (Answer at 4) In declining to dismiss the complaint based on the pleadings alone the Board stated “establishing the existence of the alleged unfair labor practice violations requires the evaluation of evidence and the resolution of conflicting allegations.” (Slip Op. No. 1135 at 7).

⁴¹ *American Federation of State, County and Municipal Employees, District Council 20, Local 2921, AFL-CIO v. District of Columbia Public Schools*, 62 DC Reg. 9200 (2015), Slip Op. No. 1518, PERB Case No. 12-E-10 9 (April 24, 2015).

5. Within fourteen (14) days from the date of the issuance of this Decision and Order, the Metropolitan Police Department shall notify the Public Employee Relations Board in writing that the attached Notice has been posted accordingly.
6. Upon request, MPD shall reimburse FOP for its reasonable costs associated with PERB Case No. 11-U-17.
7. 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 and Ann Hoffman.

November 19, 2015

Washington, DC

CERTIFICATE OF SERVICE

This is to certify that the attached Decision and Order in PERB Case No. 11-U-17, Opinion No. 1554, was served by File & ServXpress on the following parties on this the 7th day of December, 2015.

Marc L. Wilhite, Esq.
Pressler & Senftle, P.C.
1432 K Street, N.W.
Twelfth Floor
Washington, D.C. 20005

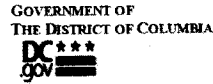
Mark Viehmeyer, Esq.
Metropolitan Police Department
300 Indiana Avenue, N.W., Room 4126
Washington, DC 20001

/s/ Sheryl Harrington

PERB



Public
Employee
Relations
Board



1100 4th Street S.W.
Suite E630
Washington, D.C. 20024
Business: (202) 727-1822
Fax: (202) 727-9116
Email: perb@dc.gov

NOTICE

TO ALL EMPLOYEES OF THE DISTRICT OF COLUMBIA METROPOLITAN POLICE DEPARTMENT, 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. 1554, PERB CASE NO. 11-U-17 (November 19, 2015)

WE HEREBY NOTIFY our employees that the District of Columbia Public Employee Relations Board has found that we violated the law in the manners alleged in PERB Case No. 11-U-17, and has ordered MPD to post this Notice.

WE WILL cease and desist from violating D.C. Official Code §§ 1-617.04(a)(1) and (5) in the manners stated in Slip Opinion No. 1554, including not bargaining in good faith by refusing or failing to provide relevant and necessary information that is requested by the exclusive representative, the Fraternal Order of Police/Metropolitan Police Department Labor Committee.

Metropolitan Police Department

Date: _____ By: _____

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 MPD's compliance with any of its provisions, they may communicate directly with the Public Employee Relations Board by U.S. Mail at 1100 4th Street, SW, Suite E630; Washington, D.C. 20024, or by phone at (202) 727-1822.

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD

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

November 19, 2015

Washington, D.C.