GOVERNMENT OF THE DISTRICT OF COLUMBIA
PUBLIC EMPLOYEE RELATIONS BOARD

In the Matter of:	
DEBORAH CHISHOLM,	
Complainant,	PERB Case Nos. 99-U-32 and 99-U-33
v.	Opinion No. 656
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL 20,	
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2401,	
and	
DISTRICT OF COLUMBIA OFFICE OF LABOR RELATIONS AND COLLECTIVE BARGAINING,	
Respondents.	

DECISION AND ORDER

The Complainant, Deborah Chisholm[1], filed this unfair labor practice complaint against the District of Columbia Office of Labor Relations and Collective Bargaining (OLRCB), the American Federation of State, County and Municipal Employees (AFSCME), D.C. District Council 20 (Council 20), and the American Federation of State, County and Municipal Employees (AFSCME),

[1]Deborah Chisholm was employed by the District of Columbia Department of Human Services (DHS) as a Social Services Representative. She was terminated effective March 8, 1998, and sought to have her termination reversed through arbitration. The Complainant retained counsel [the law firm of Passman and Kaplan] in order to convince her union, the American Federation of State, County and Municipal Employees, D.C. Council 20, Local 2401 (AFSCME), to invoke arbitration on her behalf.

Local 2401.[2] Specifically, the Complainant alleges that OLRCB [3] violated D.C. Code § 1-618.4 (a)(1), (3) and (5) by conspiring with AFSCME to have her arbitration canceled.[4] In addition, the Complainant asserts that AFSCME, Local 2401 and AFSCME, D.C. District Council 20 (Council 20 or Union) violated D.C. Code 1-618.4(b)(1) by canceling the arbitration after the arbitration process had begun.[5] The relief sought by the Complainant includes backpay with benefits, front pay[6] with benefits, attorney fees and costs.

The Respondents denied the allegations.[7] After holding a hearing, the Hearing Examiner issued a Report and Recommendation.

The Hearing Examiner found that OLRCB did *not* commit an unfair labor practice when it notified the arbitrator that there was a dispute concerning whether the union authorized the arbitration or the appointment of Mr. Kaplan as the union's representative. As a result, she

---

[2]The Complaint against AFSCME, District Council 20 and AFSCME, Local 2401 was docketed as PERB Case No. 99-U-32. The Complaint against OLRCB was docketed as PERB Case No. 99-U-33. These matters were consolidated by the Board.

[3]Ms. Chisholm's Complaint against OLRCB was originally administratively dismissed by the Executive Director. However, the Board granted the Complainant's motion for reconsideration and reinstated the Complaint. Deborah Chisholm v. D.C. Office of Labor Relations and Collective Bargaining, 47 DCR 7195, Slip Op. No. 628, PERB Case No. 99-U-33 (2000).

[4]The arbitration process had been initiated with the Federal Mediation and Conciliation Service (FMCS). By letter dated May 13, 1999, AFSCME informed the Arbitrator of its formal withdrawal of the Complainant's grievance against DHS. As a result, on May 15, 1999, the Arbitrator dismissed the arbitration based on AFSCME's withdrawal.

[5]The parties agreed to dismiss the Complaint against Local 2401 because Local 2401 had no authority to make decisions regarding whether to invoke arbitration on behalf of its members.

[6]In her Complaint, Ms. Chisholm defined front pay as monetary damages from the Respondents in an amount equal to the lost future pay and benefits from the date of the Board's decision until the date of the Complainant's expected retirement at age 65. (Compl. at p.11)

[7]OLRCB argued that it acted reasonably when it questioned Chisholm's authority to invoke arbitration after the union informed it that it did not authorize the arbitration or Mr. Kaplan's representation of the union in this matter. Council 20 argued that it never authorized the arbitration on Ms. Chisholm's behalf, nor did it authorize Mr. Kaplan's representation of Ms. Chisholm on behalf of the union.

recommended that the Complaint against OLRCB be dismissed. However, the Hearing Examiner determined that Council 20 committed an unfair labor practice by canceling the arbitration proceeding that it had originally agreed to pursue on behalf of the Complainant.[8] Relying on James A. Hairston v. Fraternal Order of Police/MPD Labor Committee and D.C. Metropolitan Police Department, the Hearing Examiner concluded that Council 20 acted arbitrarily and violated its duty of fair representation when it terminated an arbitration proceeding that it had already begun on Complainant's behalf. 31 DCR 2783, Slip Op. No. 75, PERB Case Nos. 83-U-11, 83-U-12, and 83-S-01 (1984).[9] In reaching this conclusion, the Hearing Examiner also determined that several of the arguments raised by Council 20 were moot.[10]

In finding that the Complainant met her burden against Council 20, the Hearing Examiner stated that "there was no acceptable reason for terminating an arbitration that had been previously authorized." In addition, relying on the holding in Griffin v. International Union, United Automobile, Aerospace and Agricultural Implement Workers of American, UAW, the Hearing Examiner determined that the Union's refusal to arbitrate Chisholm's grievance was without reason

---

[8]Specifically, the Hearing Examiner found that the Complainant met her burden on this issue by showing that Council 20: (1) filed the request to arbitrate; (2) identified Kaplan as counsel for Council 20 (on Ms. Chisholm's behalf) ; and (3) paid the FMCS filing fee. The Hearing Examiner reached this conclusion after reviewing FMCS' response to Kaplan's FOIA request. The FOIA response included: (1) a FMCS "Request to Arbitrate" form submitted by Council 20; (2) a line on the form which identified Mr. Kaplan as the union's representative; (3) an envelope with Council 20's name and address embossed on it; and (4) a check signed by a Council 20 official. In view of the above, the Hearing Examiner concluded that Council 20 had given it's "tacit approval to the agreement that Kaplan would represent its member, Ms. Chisholm."(R & R at 9)

[9]In James A. Hairston v. Fraternal Order of Police/MPD Labor Committee and D.C. Metropolitan Police Department, the Board noted that a union as the "statutory representative of employees is subject always to complete good faith and honesty of purpose in the exercise of its discretion regarding the handling of union interests." 31 DCR 2783, Slip Op. No. 75, PERB Case Nos. 83-U-11, 83-U-12 and83-S-01 (1984). While unions are not required to process every grievance, they are required to represent their members in a way that is reasonable and avoid conduct that is arbitrary and in bad faith. Id.

[10] Council 20 argued, *inter alia*, that: (1) it had no duty to arbitrate; (2) the Complainant waived her right to an appeal at the Office of Employee Appeals when she filed the grievance; and (3) the Complainant did not exhaust the grievance procedure.

and a decision made at the "whim of someone exercising authority."[11] Also, she found that Council 20's action of terminating the arbitration proceeding was arbitrary and in bad faith. (R &R at 10).

Neither party excepted to the Hearing Examiner's finding that OLRCB did not commit an unfair labor practice. However, the Complainant takes issue with the Hearing Examiner's decision not to allow Roger Kaplan and Eric Gold to testify during the hearing.[12] In its Exceptions, the Complainant argues that it showed compelling reasons why the time limit to provide witness lists should be waived, and requests that the Board remand the case back to the Hearing Examiner to hear testimony from Kaplan and Gold concerning OLRCB's involvement in the alleged conspiracy to prevent the arbitration.

We believe that the Hearing Examiner's finding that OLRCB did *not* commit an unfair labor practice is reasonable and consistent with Board precedent. In addition, we find that the Hearing Examiner's decision to bar the testimony of Kaplan and Gold was reasonable and consistent with Board rules and precedent, particularly where Mr. Kaplan acknowledged that he had no reasonable excuse for failing to submit the witness list on time.[13] Therefore, we adopt the Hearing Examiner's findings concerning these issues.

Neither Respondent excepted to the Hearing Examiner's finding that Council 20 violated the Comprehensive Merit Personnel Act (CMPA) when it canceled the arbitration.

We find that the Hearing Examiner used the correct legal standard when she determined that Council 20 violated the Comprehensive Merit Personnel Act (CMPA). The Board has previously addressed the question of whether a union's refusal to proceed to arbitration on a particular grievance constitutes a breach of its duty of fair representation. In Freson v. Fraternal Order of Police/ Metropolitan Police Department Labor Committee, the Board noted, "[i]t is a well established principal that a labor organization's duty of fair representation does not require it to pursue every

---

[11]The Griffin case held that a Union may refuse to process a grievance or handle the grievance in a particular manner for a multitude of reasons, but it may not do so without reason, merely at the "whim of someone exercising union authority." 469 F. 2d 181, 183 (1972).

[12]Kaplan and Gold were to provide testimony on the issue of OLRCB's culpability. However, on OLRCB's motion, the Hearing Examiner barred their testimony pursuant to Board Rule 550.11. Board Rule 550.11 provides that witness lists must be provided to the opposing party at least five days before the hearing.

[13]"In response to the Hearing Examiner's questions concerning his tardiness, Mr Kaplan stated: 'That was a mistake on my part, Madam Hearing Examiner, and beyond that, I can't say that I, with respect to the witness list, have any excuse as to why I didn't file it'. "(See, OLRCB's Response to Complainant and AFSCME and Tr. at 11, R & R at 11).

grievance to arbitration." 31 DCR 2293, Slip Op. No. 74 at p. 3, PERB Case No. 83-U-09 (1984). See also, Stanley Roberts v. American Federation of Government Employees, Local 2725, 36 DCR 1590, Slip. Op. No. 203 at p. 3, PERB Case No. 88-S-01 (1989). However, we have held that "under D.C. Code §1-618.3, a member of the bargaining unit is entitled to fair and equal treatment under the governing rules of the [labor] organization." Stanley Roberts v. American Federation of Government Employees, Local 2725, 36 DCR 1590, Slip. Op. No. 203 at p. 2, PERB Case No. 88-S-01 (1989). [The] Board has also observed that: "[t]he union as the statutory representative is subject always to complete good faith and honesty of purpose in the exercise of its discretion regarding the handling of union members' interest." Id. at p.2. [Furthermore,] "in order to breach this duty of fair representation a union's conduct must be arbitrary, discriminatory or in bad faith, or be based on considerations that are irrelevant, invidious or unfair." Id at p.3.

After reviewing the record, we believe that Council 20's decision to withdraw the Complainant's arbitration without providing an explanation for its action was arbitrary and constituted bad faith. As a result, we find that Council 20 committed an unfair labor practice by breaching its duty of fair representation to Ms. Chisholm.

Having determined that an unfair labor practice was committed, we now turn to the issue of what is the appropriate remedy.[14] The Hearing Examiner noted that "there is no single remedy when a union violates its duty of fair representation." (R & R at 12). "Each case must be decided on its unique fact situation." Vaca v. Sipes, 386 U.S. 171, 198 (1967). Relying on the holding in Iron Workers Local Union 377, International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO and Ronald Bryant, the Hearing Examiner determined that the Complainant's request for backpay and front pay against Council 20 should be denied because no causal link had been established between the Complainant's removal by the agency and the Union's decision to terminate the arbitration. See, e.g. 326 NLRB No. 54 (1998). Furthermore, the Hearing Examiner concluded that front pay and back pay were not appropriate remedies because "there was no basis to determine whether the Complainant would prevail in an arbitration." (R & R at 12). However,

[14]As relief, the Complainant seeks monetary damages equal to her lost back pay and benefits from the date of her termination to the date of the Board's decision, in an amount to be proven at the hearing. In addition, she seeks monetary damages equal to the lost future pay and benefits (front pay) from the date of the Board's decision until the date of the Complainant's expected retirement at age 65. In the alternative, she seeks an order requiring: (1) the Union and Agency to permit her grievance to proceed to arbitration at the Union's and/or Agency's expense and (2) that the Complainant be represented by a representative of her choice at the Union's expense. Finally, the Complainant is requesting attorney fees and costs for both the arbitration proceeding and the PERB proceeding. (Complaint at p.11).

she determined that *if* the Complainant prevails in an arbitration[15], it is possible that the Union will be held responsible for that portion of the back pay that resulted from its actions [withdrawing the case from arbitration] in this matter. (R &R at 12).

On the issue of who should pay attorney fees for the arbitration proceeding, the Hearing Examiner recommended that the Complainant and Council 20 choose between the two following options. The first option is for the Complainant to continue to retain her own counsel with the understanding that she is responsible for attorney fees and costs. Alternatively, the Complainant and the Union could agree that the Union will represent the Complainant at the arbitration proceeding.

On the issue of who should pay attorney fees for the PERB proceeding, the Hearing Examiner denied the Complainant's request for attorney fees. In making that ruling, the Hearing Examiner cited Board precedent which holds that the "Board does not have the authority to award attorney fees." See, International Brotherhood of Police Officers, Local 446, AFL-CIO/CLC v. District of Columbia General Hospital, 39 DCR 9633, Slip Op. No. 322, PERB Case No. 91-U-14 (1992); University of the District of Columbia Faculty Association, NEA v. University of the District of Columbia, 38 DCR 2463, Slip Op. No. 272, PERB Case No. 90-U-10 (1991). All the parties filed exceptions to the Hearing Examiner's recommended remedy.

The Exceptions raise two main issues. The first issue is whether the Hearing Examiner applied the correct legal standard when determining the appropriate remedy. The second issue addresses whether the Hearing Examiner erred in failing to provide for a remedy in the event that the arbitration cannot be reinstated. Other issues are also raised in the parties' exceptions; however, these can be resolved without a lengthy discussion.[16]

As to the first issue regarding which legal standard should be used, the parties disagree over whether the Board's precedent in Tracy Hatton v. Fraternal Order of Police/Department of Corrections Labor Committee, 47 DCR 769, Slip Op. No. 451, PERB Case No. 95-U-02(1995), *aff'd sub nom.* Fraternal Order of Police/ Department of Corrections Labor Committee v. PERB,

---

[15] The Hearing Examiner recommended that the Board order the FMCS arbitration to proceed. (R & R at 12).

[16] Some of the other issues raised by the parties in their exceptions/opposition included, *inter alia,* the following: (1) OLRCB questioned whether the Agency can be forced to arbitrate a case that has been canceled; (2) OLRCB asserted that DHS relied on the fact that the arbitration was canceled and therefore, could not present adequate evidence to support its case in arbitration because it had not maintained files and witnesses had been lost due to employee turnover; (3) the Complainant contends that because the Agency and OLRCB asserted that they could not present adequate evidence to support its case in arbitration, then the Hearing Examiner should find in favor of the Complainant since the Agency could not meet its burden.

MPA 95-16 (D.C. Sup. Ct. 1998) or the NLRB's precedent in Iron Workers Local Union 377, International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO and Ronald Bryant, 326 NLRB No. 54 (1998), is the proper standard.

The Hatton and Iron Workers cases[17] offer different approaches when fashioning the appropriate remedy in instances where a union has breached its duty of fair representation by failing to pursue a grievance through arbitration. The remedy in Hatton requires that the Union attempt to reinstate the arbitration. In the event that the union cannot reinstate the grievance, the Board directed the union to pay backpay from the date it withdrew the grievance until the date that the Complainant found "substantially equivalent employment." Id. Under the Iron Workers approach used by the NLRB, no award of backpay will be made against the union unless the Complainant can demonstrate that her grievance has merit. Iron Workers Local Union 377, International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO and Ronald Bryant, 326 NLRB No. 54 (1998).

Council 20 asserted that the Hearing Examiner's recommended remedy should be adopted by the Board, but in the event that it was not, then the Iron Workers standard should be applied. Id. In addition, Council 20 asserts that OLRCB should continue as a party for remedial purposes.[18] In its Exceptions, OLRCB asserts that the Iron Workers approach should be adopted, but makes it clear that OLRCB should not be responsible for any of the backpay damages caused by the wrongful acts of the union.[19] Id.

---

[17] Throughout this Decision and Order, the Hatton case or Hatton standard refers to Tracy Hatton v. Fraternal Order of Police/ Department of Corrections Labor Committee, 47 DCR 769, Slip Op. No. 451, PERB Case No. 95-U-02(1995), *aff'd sub nom.* Fraternal Order of Police/ Department of Corrections Labor Committee v. PERB, MPA 95-16 (D.C. Sup. Ct. 1998). Throughout this Opinion, the Iron Workers case or Iron Workers standard refers to Iron Workers Local Union 377, International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO and Ronald Bryant 326 NLRB No. 54 (1998).

[18] In its Exceptions, Council 20 argues that OLRCB shares some responsibility for the arbitration's cancellation. Specifically, Council 20 claims that "OLRCB initiated the process which resulted in the withdrawal of the grievance after the arbitration hearing commenced." See, Council 20's Opposition at p. 13. Therefore, OLRCB should be required to pay part of the backpay. Id.

[19] OLRCB asserts, *inter alia*, that Council 20, and not the DHS or OLRCB is the wrongdoer; therefore, Council 20, alone, should bear the cost of its wrongdoing. OLRCB relies on the fact that the Hearing Examiner recommended that the Complaint against it be dismissed.

(continued...)

The Complainant believes that the Hatton standard should be applied when fashioning the appropriate remedy. Tracy Hatton v. Fraternal Order of Police/Department of Corrections Labor Committee, 47 DCR 769, Slip Op. No. 451, PERB Case No. 95-U-02 (1995), *aff'd sub nom.* Fraternal Order of Police/Department of Corrections Labor Committee v. PERB, MPA 95-16(D.C. Sup. Ct. 1998). The Complainant asserts that where there is Board precedent on a particular issue, such as in this case, there is no need to look to decisions of other labor relations authorities.

In Hatton, we established the remedy to be imposed when a union commits an unfair labor practice by arbitrarily withdrawing a grievance from arbitration. Id. However, since our decision in Hatton, the NLRB has reevaluated when a union's violation of the duty of fair representation may result in a backpay award to the grievant. As a result of the NLRB's ruling, the Board's precedent is now substantially different than NLRB's ruling on this issue. In light of the NLRB's subsequent[20] ruling on the same issue, we have reconsidered our decision in Hatton. We now adopt the approach set forth in the Iron Workers case because of our concern that a Grievant could receive a windfall unless the Grievant is required to make a showing that he/she would have prevailed at arbitration. In Iron Workers, the NLRB required that the Grievant show by a preponderance of the evidence that the grievance would have prevailed at arbitration.

In light of the above, the Board directs that the Union request to have the arbitration reinstated. If the grievance cannot be reinstated, then consistent with the standard enunciated in Iron Workers, the Board directs that the case be remanded so that a Hearing Examiner may consider whether the Grievant likely would have prevailed on the merits of her grievance at arbitration. We believe that this relief is consistent with our mandate under D.C. Code §1-618.13 (a), to make an employee whole for any loss resulting from unfair labor practices. By granting this relief, the Board seeks to assure that both parties to the collective bargaining agreement get the benefit of what they bargained for. Namely, the Grievant will get no more or no less than she would have been entitled to if the case had proceeded to arbitration and the Union will be required to pay no more or no less than it would have if the case had gone to arbitration.

In making this decision, we are overturning the remedy portion of our decision in Hatton, as it relates to back pay, and ordering that a special hearing take place in this case to determine the Union's liability for its actions, if any. This hearing will only be necessary if the Union is unable to have the Grievant's arbitration reinstated.

Turning to the issue of attorney fees and costs, the Board concurs with the Hearing

---

[19](...continued)
In addition, OLRCB relies on the fact that the Complainant never brought an unfair labor practice against DHS.

[20]The Iron Workers case was heard and decided after Hatton.

Examiner's finding on the issue of attorney fees. It is well settled that the Board does not have the authority to award attorney fees. See, International Brotherhood of Police Officers, Local 446, AFL-CIO/CLC v. District of Columbia General Hospital, 39 DCR 9633, Slip Op. No. 322, PERB Case No. 91-U-14 (1992), University of the District of Columbia Faculty Association, NEA v. University of the District of Columbia, 38 DCR 2463, Slip Op. No. 272, PERB Case No. 90-U-10 (1991). On the issue of awarding attorney fees for the arbitration proceeding, the Hearing Examiner found that the Complainant could continue to retain her private counsel and pay her own fees or she and the Union could agree that the Union would undertake her representation. (R & R at 12 and 13). The Board finds that the Hearing Examiner's recommendation on this issue is reasonable and supported by the record. Thus, we adopt the Hearing Examiner's finding and recommendation on this issue.

In the present case, the Complainant requested costs, but the Hearing Examiner did not address this request in her decision. As noted above, we have ordered that the Union request arbitration on behalf of Ms. Chisholm. If the grievance is not arbitrable due to the Union's actions, then we have ordered that a second proceeding take place. As a result, we will defer our discussion on the issue of costs until the conclusion of that proceeding.

Pursuant to D.C. Code §1-605 and Board Rule 520.14, the Board has reviewed the findings, conclusions, and recommendations of the Hearing Examiner. To the extent that they are consistent with the Board's opinion, the Board finds them to be reasonable, persuasive and supported by the record. The Board hereby adopts the Hearing Examiner's finding that OLRCB did *not* violate the CMPA. Also, we adopt the Hearing Examiner's recommendation that the Complaint against AFSCME, Local 2401 be dismissed. In addition, the Board adopts the Hearing Examiner's finding that Council 20 violated the CMPA. However, consistent with the above discussion, the Hearing Examiner's recommended relief is modified.

ORDER

IT IS HEREBY ORDERED THAT:

1. The Complaint in PERB Case No. 99-U-32 against the American Federation of State, County and Municipal Employees, Local 2401 is dismissed.

2. The American Federation of State, County and Municipal Employees, District Council 20 (Council 20) and its agents and representative shall cease and desist from breaching their duty to fairly represent bargaining unit employee Deborah Chisholm by arbitrarily withdrawing and refusing to arbitrate a grievance that it initiated.

3. Council 20 and its agents and representatives shall cease and desist from interfering with, restraining, or coercing, in any like or related manner, employees in the exercise of rights guaranteed by the Comprehensive Merit Personnel Act.

4. Council 20 shall take the necessary steps to reinstate and process the Complainant's grievance through arbitration within 30 days of the date of this Opinion.

5. Council 20 shall notify, in writing (with a copy to the Complainant and the Public Employee Relations Board), the Federal Mediation and Conciliation Service and the Office of Labor Relations and Collective Bargaining on behalf of the Department of Human Services (DHS) that Council 20 wishes to proceed to arbitration by reinstating the Complainant's grievance that it withdrew in May of 1999.

6. In the event the Complainant's grievance is deemed non-arbitrable and cannot be reinstated, the Board orders that the case be remanded to a Hearing Examiner for a hearing on the issue of whether the Complainant's grievance would have prevailed in arbitration.

7. If a hearing is scheduled pursuant to paragraph 6 of this Order, then the Hearing Examiner shall determine whether Ms. Chisholm's grievance has merit. The Hearing Examiner shall issue his/her decision within 30 days of the conclusion of the hearing or the filing of briefs. If the Hearing Examiner determines that the Grievant has shown by a preponderance of the evidence that her grievance would have prevailed, then the Hearing Examiner shall recommend to the Board the appropriate backpay relief.

8. Council 20 shall post conspicuously within ten (10) days from the service of this Opinion the attached Notice. The Notice shall be posted where Council 20's notices to employees are normally posted. The Notice shall remain posted for thirty (30) consecutive days.

9. Council 20 shall notify the Public Employee Relations Board (Board), in writing, within fourteen (14) days from the date of this Order that the Notice has been posted accordingly. In addition, Council 20 shall notify the Board concerning the steps it has taken to comply with paragraphs 4 and 5 of this Order.

10. 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.

November 29, 2001

CERTIFICATE OF SERVICE

This is to certify that the attached Decision and Order in PERB Case Nos. 99-U-32 and 99-U-33 was transmitted via U.S. Mail to the following parties on this 29th day of November 2001.

Joseph Kaplan, Esq.
Passman & Kaplan, P.C.
1090 Vermont Avenue, N.W.
Suite 920
Washington, D.C. 20005

U.S. Mail

Jonathan G. Axelrod, Esq.
Beins, Axelrod, Kraft, P.C.
1717 Massachusetts Ave., N.W.
Suite 704
Washington, D.C. 20036

U.S. Mail

Walter Wojcik, Esq.
Labor Relations Specialist
Office of Labor Relations &
Collective Bargaining
441 4th Street, N.W.
Suite 200 South
Washington, D.C. 20001

U.S. Mail

Paula J. Caira, Esq.
Associate General Counsel
AFSCME, Local 2401
1101 17th Street, N.W.
Suite 1210
Washington, D.C. 20036-5687

U.S. Mail

Courtesy Copies:

Lois Hochhauser, Esq.
1700 K Street, N.W.
Suite 700
Washington, D.C. 20745

U.S. Mail

Mary Leary, Esq.
Director
Office of Labor Relations &
Collective Bargaining
441 4th Street, N.W.
Suite 200 South
Washington, D.C. 20001

U.S. Mail

George T. Johnson
Administrator
D.C. Council 20, AFSCME, 1801
1724 Kalorama, Road, N.W.
Suite 200
Washington, D.C. 20009

U.S. Mail

Sheryl V. Harrington

Sheryl Harrington
Secretary

PERB 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 DEPARTMENT OF HUMAN SERVICES (DHS) REPRESENTED BY THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, D.C. COUNCIL 20, 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. 656, PERB CASE NOS. 99-U-32 and 99-U-33 (November 29, 2001).

WE HEREBY NOTIFY our bargaining unit members that the District of Columbia Public Employee Relations Board has found that the American Federation of State, County and Municipal Employees (AFSCME), D.C. District Council 20 (Council 20) violated the law and has ordered us to post this notice.

WE WILL cease and desist from breaching our duty to fairly represent employees by refusing to arbitrate the grievances of bargaining unit members that exercised their employee rights, pursuant to D.C. Code §1-618.6.

WE WILL cease and desist from interfering with, restraining, or coercing, in any like manner, employees represented by AFSCME, Council 20 in the exercise of rights guaranteed by the Labor-Management subchapter of the Comprehensive Merit Personnel Act (CMPA) .

AFSCME, D.C. District Council 20

Date:_____ By_____
Administrator

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 an questions concerning the 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. Phone: (202) 727-1822.

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

November 29, 2001