

GOVERNMENT OF THE DISTRICT OF COLUMBIA
PUBLIC EMPLOYEE RELATIONS BOARD

In the Matter of:

AFSCME Council 20, as the Representative
of AFSCME Local Unions 709, 877, 1033,
1200, 1808, 2087, 2091, 2092, 2095,
2096, 2097, 2401, 2743, and 2776,
and on Behalf of the Approximately
8,000 Employees in Compensation
Units I and II for whom AFSCME
Council 20 is the Exclusive
Representative,

Complainant/Labor Organization

v.

Government of the District
of Columbia, Marion Barry, Jr.,
Mayor,

Board of Trustees of the University
of the District of Columbia
Dr. N. Joyce Payne, Chairman,

District of Columbia General
Hospital Commission
Ms. Mary Lou King, Acting Chairman,

and

District of Columbia Board
of Library Trustees
Mr. John C. Hazel, President,

Respondents/Employers.

PERB Case No. 88-U-23
Opinion No. 185

DECISION AND ORDER

On April 6, 1988, the American Federation of State, County and Municipal Employees, Council 20, (AFSCME) filed this unfair labor practice complaint alleging that the Government of the District of Columbia, by its employer-agencies which are obligated to participate in negotiations covering Compensation Units I and II, failed and refused to bargain collectively in good faith with AFSCME, thereby committing an unfair labor practice in violation of Section 1-618.4(a)(1) and (5) of the D.C. Code.

In response to the Complaint, the Office of Labor Relations and Collective Bargaining (OLRCB), on behalf of the Respondents, denies the commission of any unfair labor practice in its refusal to negotiate separately with AFSCME or to participate in impasse proceedings with AFSCME concerning the negotiation for Compensation Units I and II.

This case arises from negotiation of a successor compensation agreement between the six labor organizations authorized as the collective bargaining agents and the agencies in Compensation Units I and II. ^{1/} The parties to the negotiations reached an agreement on ground rules on April 7, 1987. These ground rules contain a provision captioned "II. AUTHORITY OF CHIEF NEGOTIATORS," which provides in pertinent part, the following:

A. The participating unions have authorized AFGE, AFSCME and IBT to each designate a co-chief spokesperson. The Unions' Chief Negotiators have full authority to make decisions and commitments regarding contract negotiations, subject to the unions' ratification procedures, if applicable.

On January 21, 1988, the parties reached a tentative agreement, as evidenced by the signatures of the chief negotiators. During the period February 26, 1988 through March 14, 1988, OLRCEB was notified in writing by the representatives of AFGE, IBT, NAGE/IBPO, LIUNA and CWA that their respective membership had ratified the compensation agreement. ^{2/} By letter dated March 2, 1988, AFSCME notified Respondents' representatives that its membership had rejected the compensation agreement in a ratification proceeding and requested the immediate resumption of negotiations.

AFSCME's request was denied by Respondents in a letter dated March 8, 1988, which also asserted that AFSCME had no authority "to speak on behalf of all six unions in Compensation Units I and II."

The positions of the parties can be summarized as follows. AFSCME contends that the language of the ground rules Section II A, supra, requires that any agreement reached by the chief negotiators be approved by the individual unions through their ratification procedures (if any). Therefore, the agreement reached on January 21, 1988, which was tentative, never became final because it was rejected by the membership of one of the unions. To find otherwise, AFSCME claims, would render null and void the ratification process guaranteed to its membership by its governing constitution and by-laws. Such a finding would also ignore and be inconsistent with the parties' commitment in the ground rules to be bound by a union-by-union ratification of any agreement reached in negotiations.

1/ AFSCME is the certified exclusive representative of approximately 8,000 employees in Compensation Units I and II. These units are established by the Board in Opinion No. 5, PERB Case No. 80-R-08, as appropriate units of employees for the purpose of compensation bargaining.

2/ In addition to AFSCME, the American Federation of Government Employees (AFGE), The International Brotherhood of Teamsters (IBT), the National Association of Government Employees/International Brotherhood of Police Officers (IBPO), Laborers' International Union of North American (LIUNA) and Communication Workers of America (CWA) represent employees in Compensation Units I and II. The predecessor compensation agreement had an expiration date of September 30, 1987.

OLRCB contends that the multi-union/employer compensation bargaining authorized by the Board does not provide for the negotiation of separate agreements with each participating labor organization in a single compensation unit. In fact, OLRCB argues, separate compensation bargaining by each union would fly in the face of the statutory directive in Section 1-618.16(b), that compensation units are to be established so as to minimize the number of different pay systems or schemes. Finally, OLRCB argues that Board precedent dictates the outcome of the instant controversy, citing The American Federation of Government Employees, AFL-CIO and The District of Columbia Office of Labor Relations and Collective Bargaining, 32 D.C. Register 3354, Opinion No. 111, PERB Case No. 85-U-14 (1985), where the Board ruled that ratification by the majority of the employees in that compensation unit bound all of the unions within the unit.

The issue before the Board is whether the Respondents have committed an unfair labor practice in violation of Section 1-618.4(a)(1) and (5) of the D.C. Code, by failing and refusing to negotiate with AFSCME, as requested, following the rejection of a tentative collective bargaining agreement by AFSCME's membership in a ratification proceeding.

The Board concludes that the Respondents do not have an obligation to bargain with AFSCME alone in the compensation negotiations at issue here. In many instances, as is the case with Compensation Units I and II, more than one labor organization is authorized to participate in negotiation of a compensation agreement. The Board does not believe it has the authority to alter the existing compensation units in this proceeding.

Accordingly, the Respondents do not have an obligation to bargain separately with AFSCME regarding compensation matters affecting the employees in Units I and II. Rather, that obligation extends to all the six labor organizations representing these employees.

Having resolved this issue, the Board is not called upon here, however, to interpret the ground rules, because AFSCME contends only that the Respondent has an obligation to bargain with AFSCME, not with all the unions in the compensation unit. Assuming without deciding the validity of AFSCME's argument that the rejection by its membership of the tentative agreement reached by the parties on January 21, 1988, caused the agreement to fail as to all, we conclude that the result would be that the Respondents then were obligated to resume bargaining upon request with all of the labor organizations representing Compensation Units I and II employees.

AFSCME also contends that the Respondents violated the Statute by refusing to participate in impasse procedures with it, AFSCME. The Board disagrees. Section 1-618.17(f)(3) requires that a "party" declare an impasse in negotiations. AFSCME, as discussed above, is but one of six labor organizations authorized to represent employees in these negotiations. Consequently, it cannot unilaterally declare an impasse or request that impasse resolution proceedings be invoked.

For the above-stated reasons, the Board finds no violation of D.C. Code Section 1-618.4(a)(1) and (5), as alleged in this Complaint.

O R D E R

IT IS HEREBY ORDERED THAT:

The Complaint is dismissed.

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD
Washington, D.C.
June 6, 1988