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

In the Matter of:)	
Horace Lomax,)	
Complainant,)	PERB Case No. 06-U-09
v.)	Opinion No. 849
International Brotherhood of Teamsters, Local Union 639,)	Motion for Reconsideration
Respondent.)	
)	

DECISION AND ORDER

I. Statement of the Case:

This matter involves a Motion for Reconsideration filed by Horace Lomax ("Complainant" or "Mr. Lomax"). The Complainant is requesting that the Board reverse the Executive Director's dismissal of his Unfair Labor Practice Complaint.

The Complainant filed an Unfair Labor Practice Complaint ("Complaint") against the International Brotherhood of Teamsters, Local Union 639 ("Local 639" or "Union"). It is asserted that Local 639 violated the Comprehensive Merit Personnel Act ("CMPA"), as codified at D.C. Code §§1-617.01, 1-617.02, 1-617.03, 1-617-06, 1-617.07, 1-617.08 and 1-617.11. (See Compl. at p. 1). The Union filed an Answer denying that it committed an unfair labor practice.

After reviewing the parties' submissions, the Board's Executive Director determined that the Complaint failed to state a claim under the CMPA. Therefore, by letter dated May 11, 2006, the Board's Executive Director administratively dismissed the Complaint.

On May 22, 2006, the Complainant submitted a letter termed a motion for reconsideration pursuant to Board Rule 500.4. The Complainant's submission is before the Board for disposition.

II. Discussion:

The Complainant claims that by letter dated July 29, 2004, he was informed by the District of Columbia Public Schools' Department of Human Resources that effective August 27, 2004, he was being reassigned from Fletcher Johnson Educational Center to Coolidge Senior High School. (See Compl. at p. 1). On August 9, 2004, Local 639 filed a Step II grievance on behalf of the Complainant concerning the reassignment. (See Compl. at p. 1).

The Complainant asserts that on August 20, 2004, he visited Local 639 in order to: (1) inquire about the status of his Step II grievance and (2) seek guidance regarding the reassignment letter. He contends that at that time he was instructed by the Union's representative to report as directed to Coolidge Senior High School. (See Compl. at p. 1). Subsequently, on August 24, 2004, the Complainant visited Coolidge Senior High School and was informed "that there was not a position [for him at Coolidge Senior High School.]" (Compl. at p. 1). Thereafter, "[o]n August 25, 2004, the Complainant visited the Department of Human Resources to inquire about the reassignment that he [claims] did not exist." (Compl. at p. 1). The Complainant contends that a representative from the Department of Human Resources informed him that they did not have any explanation at that time and told the Complainant that they would get back to him. (See Compl. at pgs. 1-2).

"On September 1, 2004, the Complainant wrote the Chief Human Resources Officer a certified letter pertaining to [the] [C]omplainant's situation, and received no response." (Compl. at p. 2). The Complainant contends that on September 12, 2004, he wrote a letter to the Board of Trustees of Local Union 639 seeking assistance because he did not get any guidance from Local 639's representative. (See Compl. at p. 2). Subsequently, on September 28, 2004, the Complainant wrote a second letter to the Board of Trustees of Local Union 639. He claims that the purpose of the September 28th letter was to seek: (1) representation and (2) an explanation and guidance as to why his "pay was stopped when [the] Collective Bargaining Agreement Article XXXII states that an employee will remain in a pay status when a grievance is filed." (Compl. at p. 2).

On October 2, 2004, Local 639 requested a Step III grievance meeting on behalf of the Complainant. The Complainant asserts that Local 639's representative did not inform him of this meeting. As a result, he claims that on October 10th he wrote a letter to the Board of Education seeking assistance with his case.

The Complainant asserts that on November 8, 2004, his Step III grievance meeting was held. However, as of November 21, 2004 a decision was not rendered. As a result, the Complainant contacted both the President of the School Board and the Board of Trustees of Local 639 to inquire why a decision had not been issued. In a letter dated December 7, 2004, the President of the School Board informed the Complainant that she had requested that the Superintendent provide her with information concerning the status of the Complainant's Step III hearing. (See Complainant's Exhibit #14). The status report was due by December 17, 2004.

On December 8, 2004, the Complainant received a letter from the Office of the Chief Human Resources Officer dated December 1, 2004. The letter directed the Complainant to report to Brown Junior High School on December 6, 2004. However, the Complainant claims that he did not comply because he received the letter after the report date. (See Compl. at p. 3) In addition, the Complainant asserts that the letter did not indicate that the assignment was due to the outcome of the Complainant's Step III grievance. Also, the Complainant contends that he did not "receive guidance from Local Union 639 representative to do so since [the] [C]omplainant was awaiting [the] outcome of [his] Step III grievance meeting." (Compl. at p. 3).

On January 21, 2005, the Complainant wrote a letter to the Public Schools' Office of Labor Management Employee Relations ("LMER") requesting information regarding the outcome of the Step III grievance meeting. The Complainant claims that it was necessary to contact the LMER because he had not received any communication from Local 639's representative. (See Compl. at p. 4). On January 26, 2005, the Complainant faxed a letter to Peter Parham, Chief of Staff, District of Columbia Public Schools, requesting a meeting and assistance in obtaining a decision of his Step III grievance. On January 31, 2005, the Complainant received a letter from Loretta Blackwell, Director, LMER. Ms. Blackwell informed the Complainant that the school system has only three part-time hearing officers and that these hearing officers have a lot of cases. As a result, she indicated that "the issuance of decisions can be lengthy." (Complainant's Exhibit #20).

The Complainant received a second letter from Ms. Blackwell dated March 2, 2005. In that letter Ms. Blackwell indicated that when she read in Mr. Lomax's January 7, 2005 letter that he was not in a "duty status", she contacted staffing and initiated a meeting to discuss Mr. Lomax's status relative to the excessing action. Ms. Blackwell claims that it was not until then that she learned that Mr. Lomax had been "excessed" from his former position and sent to Coolidge Senior High School where it is alleged that the principal at Coolidge did not want the Complainant to work there. (See Complainant's Exhibit #21). In light of these facts, Ms. Blackwell indicated that the LMER "is authorized to take corrective action, which is returning [the Complainant] to work and making him whole." (Complainant's Exhibit # 21). Furthermore, Ms. Blackwell opined that the LMER has the authority to take corrective action without waiting for the hearing officer's Step III grievance decision. In view of the above, Ms. Blackwell claimed that she requested that the Office of Staffing place the Complainant in a position and take steps to reinstate the Complainant without loss of pay. (See Complainant's Exhibit # 21).

On March 11, 2005, the Complainant received a letter from the LMER informing him that he was terminated effective March 11, 2005, for abandonment of position. (See Compl at p. 4). The Complainant claims that he did not receive any communication from Local 639's representative regarding the termination letter. (See Compl. at p. 4). Subsequently, on April 27, 2005, the Complainant received a telephone call from the LMER informing him to pick up his back pay for the period September 2004 to April 28, 2005. The Complainant claims that on April 28, 2005 he picked up his check from the payroll office.

On June 3, 2005, the Complainant visited the offices of Local 639 in order to inquire when he would receive a decision concerning his Step III grievance. The Complainant claims that Local 639's representative informed him that he did not know. (See Compl. at p. 5) Also, the Complainant asserts that on that same day he mentioned to Local 639's representative that he had received a letter of termination. The Complainant contends that Local 639's representative indicated that he was not aware of the termination letter. The Complainant claims that upon learning about the letter of termination, Local 639's representative then telephoned the LMER at which time the representative was informed of the termination letter. (See Compl. at p. 5).

On July 7, 2005, the Complainant wrote a letter to James Hoffa, General President of the International Brotherhood of Teamsters. In his July 7th letter the Complainant requested that Mr. Hoffa assign someone to look into the status of the Complainant's Step III grievance. In addition, the Complainant alleged that Local 639 did not provide him with adequate representation. (See Complainant's Exhibit # 27). On July 20, 2005, the President of Local 639 responded to the Complainant's July 7th letter to Mr. Hoffa. In his July 20th letter, the President of Local 639 advised the Complainant that Step III decisions can take up to a year before they are issued. In addition, he informed the Complainant that had the Complainant returned to work as requested by DCPS, the Union could have filed a grievance on his behalf concerning the termination. (See Complainant's Exhibit # 12).

In light of the above, the Complainant filed an unfair labor practice against Local 639 alleging that Local 639 violated the CMLA. In his Complaint Mr. Lomax asserted that Local 639 violated D.C. Code §§1-617.01, 1-617.02, 1-617.03, 1-617-06, 1-617.07, 1-617.08 and 1-617.11. (See Compl. at p. 1). After reviewing the Complainant's submission, the Board's Executive Director determined that the Complaint failed to state a claim under the CMLA. As a result, the Complaint was administratively dismissed.

In a May 22, 2006 submission, the Complainant asserts that he is filing "a motion for reconsideration pursuant to Board Rule 500.4, [because he does] not agree with the [Executive Director's] decision." The Complainant's submission does not raise any specific arguments in support of his motion, but we assume that the Complainant is relying on the arguments raised in his original Complaint. The arguments contained in Mr. Lomax's Complaint were previously considered and addressed by the Executive Director. Therefore, the Board must determine whether the Executive Director erred in dismissing the Complaint.²

The allegations in Mr. Lomax's Complaint fail to allege that the Union violated any of the statutory provisions that delineate unfair labor practices by a labor organization. However, when

²In considering this question the Board reviewed both Mr. Lomax's Unfair Labor Practice Complaint and the Union's Answer.

considering the pleadings of a *pro se* Complainant, the Board construes the claims liberally to determine whether a proper cause of action has been alleged. See, Beeton v. D.C. Department of Corrections and FOP/DOC Labor Committee, 45 DCR 2078, Slip Op. No. 538, PERB Case No. 97-U-25 (1998). The Executive Director applied this standard and concluded that the Complainant was attempting to assert that the Union failed to fairly represent him by failing to: (1) represent the Complainant regarding his transfer from Fletcher Johnson Educational Center to Coolidge Senior High School; (2) represent the Complainant when he was terminated by the District of Columbia Public Schools ("DCPS"); and (3) enforce the time limits contained in the grievance procedures section of the parties' collective bargaining agreement.

D.C. Code § 1-617.04(b)(1) prohibits employees, labor organizations, their agents or representatives from "[i]nterfering with, restraining or coercing any employees or the District in the exercise of rights guaranteed by this subchapter . . .". "[The Board has] ruled . . . that D.C. Code [§1-617.04(b)(1)] . . . encompasses the right of employees to be fairly represented by the labor organization that has been certified as the exclusive representative for the collective-bargaining unit of which the employee is a part . . . Specifically, the right to bargain collectively through a designated representative includes the duty of labor organizations to represent[] the interest of all employees in the unit without discrimination and without regard to membership in the labor organization. . . ." Glendale Hoggard v. American Federation of State, County and Municipal Employees, District Council 20, Local 1959, AFL-CIO, 43 DCR 2655, Slip Op. No. 356 at pgs. 2-3, PERB Case No. 93-U-10 (1996).

Under certain circumstances, a labor organization can violate D.C. Code § 1-617.04(b)(1) or (2) by failing to fairly represent a bargaining unit employee. However, for the reasons discussed below, we find that the Complainant has failed to make any allegations that, if proven, would constitute a statutory violation by Local 639.

"[Pursuant to] D.C. Code Section [1-617.03], a member of the bargaining unit is entitled to 'fair and equal treatment under the governing rules of the [labor] organization'. As [the] Board has observed: '[t]he union as the statutory representative of the employee is subject always to complete good faith and honesty of purpose in the exercise of its discretion regarding the handling of union members' interests.'" 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). This Board has determined that "[the applicable standard in cases [like this], is not the competence of the union, but rather whether its representation was in good faith and its actions motivated by honesty of purpose [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.*

Also, the Board has found that "[r]egardless of the effectiveness of a union's representation in the handling or processing of a bargaining unit employee's grievance, such matters are within the

discretion of the union or the bargaining unit's exclusive bargaining representative." Enoch Williams v. American Federation of State, County and Municipal Employees, District Council 20, Local 2290, 43 DCR 5598, Slip Op. No. 454 at p. 2, PERB Case No. 95-U-28 (1995). Furthermore, the Board has held that "judgmental acts of discretion in the handling of a grievance, do not constitute the requisite arbitrary, discriminatory or bad faith element [needed to find a violation of the CMPA]." Brenda Beeton v. D.C. Department of Corrections and Fraternal Order of Police Department of Corrections Labor Committee, 45 DCR 2078, Slip Op. No. 538, PERB Case No. 97-U-26 (1998). Specifically, the Board has determined "that the fact that there may have been a better approach to handling the Complainant's grievance or that the Complainant disagrees with the approach taken by [the union] does not render the [union's] actions or omissions a breach of the standard for its duty of fair representation." Enoch Williams v. American Federation of State, County and Municipal Employees, District Council 20, Local 2290, supra.

In the present case, the Complainant asserts that on November 8, 2004, a Step III grievance meeting was held concerning his transfer. The Complainant contends that as of July 20, 2005, "[a] ruling [had not been] rendered by the [Hearing Examiner]." (Compl. at p. 3). In addition, the Complainant claims that "[f]rom September 17, 2004 to April 28, 2005, Local 639 allowed [his] pay to be stopped without an explanation as to why [this was done]. [Also, the Complainant claims that] Local Union 639[s] representative did not enforce [the] Collective Bargaining Agreement Article XXXII [which] . . . ensure[s] [that] an employee remains in a pay status when a grievance is filed." (Compl. at p. 2). In light of the above, the Complainant contends that Local 639 failed to represent him because the Union did not take steps to ensure that: (1) the Step III decision was issued and (2) his salary was paid while the Complainant's grievance was pending. (See Compl. at p. 3). The Complainant acknowledges that on July 20, 2005, Local 639's President informed him that Step III decisions take almost a year to obtain. (See Compl. at p. 6 and Complainant's Exhibit # 12). As a result, the President of Local 639 informed the Complainant that he would not have a decision by July 2005. In addition, the Complainant indicates that on April 28, 2005, he received a check from DCPS for the period September 17, 2004 through April 28, 2005. (See Compl. at p. 6).

It is clear from the above-noted facts that the Union filed a grievance on the Complainant's behalf concerning his transfer. The Complainant asserts no basis for attributing an unlawful motive to the manner by which the Union handled the Step III grievance. Instead, it appears that the Complainant was not satisfied with the pace of the grievance process and with how long it took for him to get his check from DCPS. In short, the Complainant has neither sufficiently pled bad faith or discrimination, nor raised circumstances that would give rise to such an inference. For the reasons noted above, we concur with the Executive Director's finding that the Complainant failed to state a statutory cause of action under D.C. Code §1-617.03 and D.C. Code §1-617.04(b)(1) or (2).

In addition, the Complainant argued that the Union committed an unfair labor practice by not ensuring that a decision was issued by July 2005. (See Compl. at p. 6 and Complainant's Exhibit #27). Pursuant to the CMPA, management has an obligation to "bargain collectively in good faith"

and employees have the right “[t]o engage in collective bargaining concerning terms and conditions of employment, as may be appropriate under [the] law and rules and regulations, through a duly designated majority representative[.]” American Federation of State, County and Municipal Employees, D.C. Council 20, Local 2921 v. District of Columbia Public Schools, 42 DCR 5685, Slip Op. 339, PERB Case No. 92-U-08 (1992). Also, D.C. Code §1-617.04(a)(5) provides that “[t]he District, its agents and representatives are prohibited from. . . [r]efusing to bargain collectively in good faith with the exclusive representative.” (Emphasis added.) D.C. Code §1-617.04(a)(5) protects and enforces, respectively, these employee rights and employer obligations by making their violations an unfair labor practice. However, we find that it is clear from the language in D.C. Code §1-617.04(a)(5), that the right to require a District agency to bargain collectively in good faith, belongs exclusively to the labor organization. Therefore, in the present case, only the Union can require that DCPS bargain in good faith. As a result, we find that the Complainant lacks standing to assert that DCPS has violated D.C. Code §1-617.04(a)(5) by not rendering a decision. Furthermore, the Union notified the Complainant that in certain cases, a Step III decision can take about a year. Thus, it appears that the Union did not believe that DCPS had committed an unfair labor practice when it failed to render the Step III decision by July 25, 2005. Moreover, we believe that the Union’s statement acknowledging that decisions can take up to a year before they are issued and their implied reluctance to act prior to that time, involve “judgmental acts of discretion in the handling of a grievance”. This Board has held that “judgmental acts of discretion in the handling of a grievance, do not constitute the requisite arbitrary, discriminatory or bad faith element [needed to find a violation of the CMPA].” Brenda Beeton v. D.C. Department of Corrections and Fraternal Order of Police Department of Corrections Labor Committee, 45 DCR 2078, Slip Op. No. 538, PERB Case No. 97-U-26 (1998). Therefore, we find that the Complainant has failed to provide any allegations that, if proven, would establish a statutory violation.

Finally, the Complainant asserted that the Union failed to represent him concerning his termination. The Complainant states that on “December 8, 2004, [he] received a letter from the Department of Human Resources dated December 1, 2004. [In that letter, the Complainant was informed that he should]. . . report to Browne Jr. High School on December 6, 2004. [However, the Complainant acknowledged that he] did not comply due to [the fact that he] receiv[ed] [the] letter after the report date. Also, [he indicated that] the letter [did] not make reference [to the fact] that [his] assignment [to Browne Junior High School] was due to the outcome of [his] Step III meeting, nor did [he] receive guidance from Local Union 639 representative [concerning what to do pending the] outcome of [his] Step III grievance meeting.” (Compl. at p. 3). Subsequently, on March 11, 2005, the Complainant received a letter from DCPS indicating that he would be terminated effective March 11, 2005, for abandonment of position. On June 3, 2005, the Complainant visited Mr. McLaughlin (the Union representative) in order to check on the status of the Step III decision and to seek assistance concerning the resolution of his termination. The Complainant claims that at the June 3rd meeting he was informed by the Union representative that the Union was not aware of the termination letter and that the Complainant would need to file another grievance concerning the termination. However, in a letter dated June 14, 2005, the Complainant notified Thomas Ratliff,

President of Local 639, that “[he was] not filing another grievance because a Level III grievance hearing [had already been] held and [the Complainant was] entitled to a decision [which still had not been issued].” (Complainant’s Exhibit # 25 at p. 2). In addition, the Complainant requested Mr. Ratliff’s assistance concerning: (1) the removal of Mr. Mc Laughlin from the Complainant’s case and (2) the issuance of the Step III decision. (See Complainant’s Exhibit # 25 at p. 2).

By letter dated July 20, 2005, Mr. Ratliff responded to the Complainant’s letter and informed the Complainant as follows:

. . . [On March 2, 2005]. . . Loretta Blackwell, [D]irector of Labor Management, told Mr. McLaughlin that she spoke with you on February 23, 2005; however, you refused to return to work. You stated that you were awaiting the decision from the November 8, 2004 meeting. Mr. McLaughlin also urged you to report to work but you refused. By letter dated March 2, 2005, Ms. Blackwell informed you that her office was authorized to take corrective action and there was no need to wait for a hearing decision. You were being returned to duty at the Penn Center and made whole for lost time, benefits and seniority. [On March 11, 2005,] Mr. McLaughlin was in contact with Ms. Blackwell, who faxed a letter to him stating that she had spoken with you and again asked you to return to work. [However,] [y]ou refused to return to work verbally and by certified letter. You were notified by Ms. Blackwell that after proper notification you would be terminated for abandoning your position effective March 11, 2005. [On June 3, 2005,] [y]ou and your wife visited Mr. McLaughlin’s office complaining about not receiving the Step III decision. Mr. McLaughlin called Mr. Tatum, who informed you that your refusal to return to work lead to your termination with back pay from August 2004 to March 2005 . . . **Had you returned to work as requested by DCPS, the Union could have filed another grievance while you were on the job.** You may be unaware that under certain circumstances, Step [III] decisions take almost a year to obtain, which means you probably would not have had a decision as of yet. [Also,] [a]s Ms. Blackwell stated in her letter to you, her office has the authority to take corrective action in this matter and she used her authority to correct a wrong. She returned you to work as well as paid you for all loss of time and benefits with no loss of seniority. Ms. Blackwell also stated in her March 11, 2005 letter that your abandonment of position was being accepted as a voluntary resignation without prejudice so that you can reapply to work in the future. DCPS made amends for the adverse action taken against you.

The Union worked on your behalf and will continue to work on your behalf to have you reinstated, if you so desire Exhibit 12.
(Emphasis added).

Mr. Lomax indicated in his Complaint that Mr. Ratliff's letter was totally ridiculous and full of discrepancies. (See Exhibit 29). In addition, the Complainant argued that Mr. Ratliff was reiterating the administration's position that DCPS can take corrective action without waiting for a hearing. Furthermore, the Complainant asserted that Ms. Blackwell did not have the authority to intervene once a Step III grievance meeting was held. (See Compl. at p. 4 and Exhibit 29) In light of the above, it appears that the Complainant disagrees with the Union's approach concerning his dispute with DCPS over his termination. Specifically, the Complainant disagrees with the Union's determination that DCPS could take corrective action against the Complainant without waiting for a hearing. However, we find that the fact that the Complainant disagrees with the approach taken by the Union concerning his dispute, does not constitute a breach of the Union's duty of fair representation. Also, Mr. Ratliff's statement that "[h]ad [the Complainant] returned to work as requested by DCPS, the Union could have filed another grievance while [the Complainant was] on the job," does not constitute the requisite arbitrary, discriminatory or bad faith element needed to find a violation of the CMPA. Specifically, the decision not to arbitrate a grievance based on cost and likelihood of success does not constitute arbitrary conduct. See, Thomas v. American Federation of Government Employees, Local 1975, 45 DCR 6712, Slip Op. No. 554, PERB Case No. 98-S-04 (1998). Furthermore, the Complainant failed to assert a basis for attributing an unlawful motive to the Union's decision not to file a grievance on his behalf regarding his termination. Therefore, we find that the Complainant failed to provide any allegations that, if proven, would establish a statutory violation.

While a Complainant need not prove their case on the pleadings, they must plead or assert allegations that, if proven, would establish the alleged statutory violation. See, Virginia Dade v. National Association of Government Employees, Service Employees International Union, Local R3-06, 46 DCR 6876, Slip Op. No. 491 at p. 4, PERB Case No. 96-U-22 (1996); and Gregory Miller v. American Federation of Government Employees, Local 631, AFL-CIO and D.C. Department of Public Works, 48 DCR 6560, Slip Op. 371, PER Case Nos. 93-S-02 and 93-U-25 (1994).

The Board has determined that "[t]o maintain a cause of action, [a] Complainant must [allege] the existence of some evidence that, if proven, would tie the Respondent's actions to the asserted [statutory violation]. Without the existence of such evidence, Respondent's actions [can not] be found to constitute the asserted unfair labor practice. Therefore, a Complaint that fails to allege the existence of such evidence, does not present allegations sufficient to support the cause of action." Goodie v. FOP/DOC Labor Committee, 43 DCR 5163, Slip Op. No. 476 at p. 3, PERB Case No. 96-U-16 (1996). For the reasons stated above, we find that Mr. Lomax's Complaint does not contain allegations which are sufficient to support a cause of action.

The Complainant's motion does not raise any issues or arguments not considered and addressed by the Executive Director. A mere disagreement with the Executive Director's decision is not a sufficient basis for reversing the decision. Furthermore, the Complainant does not identify any law or legal precedent which the Executive Director's decision contravenes.

Upon review of the pleadings in a light most favorable to the Complainant and taking all the allegations as true, we find for the reasons stated above that the Complaint fails to state a cause of action under the CMPA. No basis exists for disturbing the Executive Director's administrative dismissal of the Complaint. As a result, we affirm the Executive Director's dismissal of the Complaint.

In light of the above, we find that the Executive Director's decision was reasonable and supported by Board precedent. Therefore, we deny the Complainant's Motion for Reconsideration.

ORDER

IT IS HEREBY ORDERED THAT:

- (1) The Complainant's Motion for Reconsideration is denied.
- (2) The Complaint is dismissed in its entirety.
- (3) 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.**

June 21, 2007

CERTIFICATE OF SERVICE

This is to certify that the attached Decision and Order in PERB Case No. 06-U-09 was transmitted via Fax and U.S. Mail to the following parties on this the 21st day of June 2007.

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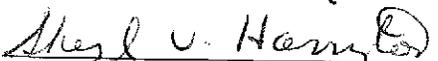
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