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. 22-U-14
v.	Opinion No. 1849
District of Columbia Metropolitan Police Department	
Respondent	

DECISION AND ORDER

I. Statement of the Case

On May 31, 2022, the Fraternal Order of Police/Metropolitan Police Department Labor Committee (FOP) filed an Unfair Labor Practice Complaint (Complaint) against the District of Columbia Metropolitan Police Department (MPD). The Complaint asserts that MPD violated D.C. Official Code § 1-617.04(a)(1), (2), and (5) of the Comprehensive Merit Personnel Act (CMPA).[1] FOP alleges that MPD refused to bargain over a policy change concerning the dismissal of Notices of Infraction[2] (NOI) for speeding violations incurred while driving unmarked vehicles on official police business.[3] FOP asserts that MPD's unilateral change in policy contravened a prior arbitration award and therefore constituted retaliation against FOP for initiating the prior arbitration proceeding.[4] On June 14, 2022, MPD filed an Answer, denying that it changed the NOI dismissal policy for MPD officers conducting official police business in unmarked vehicles.[5]

PERB held a hearing on April 20 and 21, 2023. On July 19, 2023, the Hearing Examiner issued a Report and Recommendations (Report) and determined that FOP did not submit a valid

[1] Complaint at 8-11.
[2] D.C. Official Code § 50-2303.03 is the provision which governs Notices of Infraction issued in the District. Notices of Infractions for automated speeding tickets are issued by the District of Columbia Department of Motor Vehicles.
[3] Complaint at 3.
[4] Complaint at 6-7, 9.
[5] Answer at 2-3.

request for impact and effects bargaining and therefore, MPD did not refuse to bargain.[6] The Hearing Examiner found that MPD has an obligation to bargain over the impact and effects of management rights it exercises, where such actions result in changes to policy or conditions of employment.[7] In the present case, however, the Hearing Examiner determined that MPD was not obligated to bargain because MPD did not exercise a management right that changed the policy or conditions of employment related to NOIs.[8] Additionally, the Hearing Examiner determined that MPD did not engage in retaliation or fail to implement the relief ordered in the prior Award.[9] Thus, the Hearing Examiner recommended that the Board dismiss the Complaint.[10] FOP filed Exceptions (FOP Exceptions) to the Report on August 2, 2023. MPD filed an Opposition to FOP's Exceptions on August 16, 2023.

For the reasons discussed herein, the Board adopts the Hearing Examiner's Report and Recommendations, and dismisses the Complaint.

I. Hearing Examiner's Report and Recommendations

A. Hearing Examiner's Factual Findings

MPD issued General Order 303.2, entitled "Notice of Infraction Procedures," on December 28, 1979, and revised it on July 29, 1986.[11] The General Order covers "automated speeding tickets or red-light violations incurred in the District of Columbia."[12] Pursuant to the General Order, requests for cancellation of NOIs are submitted to the Department of Public Works (DPW).[13] General Order 303.2 provides that DPW will only grant cancellation requests for NOIs issued to police officers conducting official police business.[14]

MPD Special Order 10-11 was issued on September 13, 2010, and is entitled "Authorization Accountability for [MPD] Vehicles."[15] Special Order 10-11 establishes that commanding officers are responsible for ensuring that officers' requests for cancellation of NOIs are processed in accordance with General Order 303.2.[16]

On May 16, 2014, the former Chief of Police issued a teletype message numbered 05-48-14, which was entitled "NOIs Issued to Department Vehicles."[17] The teletype stated that commanding officers must ensure that NOI cancellation requests are submitted to DPW using a specific NOI worksheet, and established that all NOI worksheets must be signed by the NOI

[6] Report at 10-12.
[7] Report at 12-13.
[8] Report at 12-14.
[9] Report at 14-17.
[10] Report at 17.
[11] Report at 2.
[12] Report at 7.
[13] Report at 2.
[14] Report at 2.
[15] Report at 2.
[16] Report at 2.
[17] Report at 3.

recipient's commanding officer prior to submission.[18] The teletype explained that where an NOI is issued to an MPD vehicle which is not on official police business, the officer operating that vehicle must either pay or adjudicate the ticket.[19] The Hearing Examiner determined that after an NOI worksheet is signed by a commanding officer, it is reviewed by the director or commander of the incurring officer's division, before being passed on to MPD's Internal Affairs Bureau for final review.[20]

On August 6, 2020, the parties in the present case participated in arbitration proceedings regarding MPD's refusal to approve dismissal of an NOI incurred by a Criminal Investigations Division (CID) detective who was conducting official police business using an unmarked MPD vehicle.[21] On March 10, 2021, the Arbitrator decided in favor of FOP and held, in relevant part, that "MPD shall exercise its Management Rights in accordance with applicable laws, rules, and regulations, including General Order 303.2, Special Order 10-11, and [the] May 16, 2014, teletype."[22] The Arbitrator found that, in evaluating the NOI at issue, the Assistant Chief of Police had used a "totality of the circumstances policy" which contradicted the requirements of General Order 303.2 and the teletype.[23] The Arbitrator instructed that "future proposals to change any policy concerning the adjudications of photo radar NOI received by [FOP] members shall be negotiated in good faith with [FOP]."[24]

On January 28, 2022, an MPD lieutenant emailed MPD management officials and administrative staff, stating that there had recently been a surge in the amount of NOIs issued to unmarked MPD vehicles.[25] The email stated "[a]s a reminder" that NOIs could be resolved in one of three ways: (1) payment of a fine; (2) completion of an NOI worksheet (describing road conditions, time of day, traffic, and emergency light activation status) and a request for dismissal package; or (3) completion of an NOI worksheet, accompanied by a requested hearing date.[26]

On March 4, 2022, the FOP Chief Shop Steward, a CID detective, emailed a CID Commander to request that MPD immediately cease all internal investigations into NOIs issued to unmarked MPD detective cruisers.[27] The Chief Shop Steward asserted that some of the recent NOIs were erroneous and violative of the MPD detectives' collective bargaining rights.[28] During March and April of 2022, several members of MPD management exchanged emails discussing the need for a written policy related to NOIs, given that officers' liability for NOIs often resulted from a failure to follow protocol.[29] On May 3 and 6, 2022, the MPD lieutenant who sent the January

[18] Report at 3.
[19] Report at 3.
[20] Report at 12-13.
[21] Report at 3; Award at 15.
[22] Report at 3.
[23] Report at 16.
[24] Report at 3.
[25] Report at 4.
[26] Report at 4.
[27] Report at 4.
[28] Report at 4.
[29] Report at 4-5.

28, 2022 email sent additional emails to MPD administrative staff and managers, providing eleven steps "to handle NOIs where there is a request for dismissal via the chain of command."[30]

On January 30, 2023, MPD provided FOP with a proposed new General Order which addressed several subjects, including NOIs.[31] MPD requested that FOP review the proposition and provide comments.[32] On March 8, 2023, FOP responded to the proposed changes.[33] At the time of the hearing in this matter, MPD "was addressing [FOP's] proposals and vetting them through its chain of command."[34]

B. Hearing Examiner's Recommendations

The Hearing Examiner considered the following issues:

> (1) Did [MPD] refuse to bargain over the NOI policy?
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> (2) Did [MPD] change conditions of employment regarding NOIs issued to vehicles operated by [FOP] members?
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> (3) Did [MPD] engage in reprisal related to the NOIs?
>
> (4) Did [MPD] violate the [previous] arbitration award?[35]

1. Refusal to Bargain

The Hearing Examiner discussed the issue of whether MPD refused to bargain with FOP over the NOI policy.[36] As a preliminary matter, the Hearing Examiner addressed the question of whether the March 4, 2022 email from the Chief Shop Steward to the CID Commander qualified as a request to bargain.[37]

The Hearing Examiner found that the Chief Shop Steward's email requested to discuss the issuance of NOIs to unmarked police vehicles, but "did not state anywhere that it was a demand to bargain."[38] Additionally, the Hearing Examiner determined that the email did not match the format or language of the formal letters FOP customarily used to demand bargaining.[39] For example, the email did not contain FOP's standard request to establish ground rules for

[30] Report at 5.
[31] Report at 6.
[32] Report at 6.
[33] Report at 6.
[34] Report at 10.
[35] Report at 2. The Hearing Examiner noted that the parties in the present case did not stipulate to these issues but addressed them in their post-hearing briefs. Report at 2.
[36] Report at 10-12.
[37] Report at 10-11.
[38] Report at 11.
[39] Report at 11.

negotiation.[40] Although the Hearing Examiner determined that "a demand to bargain need not use specific words" or "a particular form," the Hearing Examiner concluded that the email did not adequately indicate "a desire to negotiate and bargain over the impacts and effects of the NOI policy" and, therefore, was "not a proper impact and effects bargaining proposal."[41] Finding that FOP did not request to bargain, the Hearing Examiner determined that MPD did not violate its duty to bargain in good faith.[42]

Furthermore, the Hearing Examiner found that the March 4, 2023 email was effectively a request for MPD to stop the issuance or direct the automatic dismissal of NOIs that FOP members incurred while operating unmarked MPD vehicles.[43] The Hearing Examiner determined that "[i]mpact bargaining only requires management to bargain over a management right that it exercised, not that the Union can require management to take some affirmative action."[44] The Hearing Examiner found that the March 4, 2022 email concerned MPD's "substantive decision to implement a management right" and concluded that MPD "[wa]s not required to bargain over such substantive decisions."[45]

The Hearing Examiner added that, in 2023, MPD "proposed a new General Order concerning NOI worksheets and that, thereafter, the parties began negotiating over [MPD's] proposed changes to the policy."[46]

2. Change to Conditions of Employment

The Hearing Examiner addressed the question of whether MPD changed the conditions of employment regarding NOIs issued to vehicles operated by FOP members.[47] Relevant to this discussion was the MPD lieutenant's email to managers sent on January 28, 2022.

The Hearing Examiner determined that the January 28, 2022 email was intended "to provide 'clear-cut instructions' on how managers should prepare NOI worksheets" and was sent in response to the increased volume of NOIs issued to unmarked MPD vehicles.[48] The Hearing Examiner also found that the lieutenant who sent the January 28, 2022 email had a history of sending email reminders to officers regarding the three options for resolving NOIs.[49] The January 28, 2022 email, like those before it, "instruct[ed] managers to recommend administrative dismissal for all NOIs received while on official business."[50] The Hearing Examiner concluded that these

[40] Report at 11. At the hearing, MPD provided three documents it previously received from the Chief Shop Steward, in which FOP had specifically asked to bargain over the impact and effects of several subjects and had requested the establishment of ground rules for negotiation of those subjects. Report at 6.
[41] Report at 11-12.
[42] Report at 11.
[43] Report at 12.
[44] Report at 12.
[45] Report at 12 (citing *AFGE, Local 383 v. DHS*, 49 D.C. Reg. 770, Slip Op. No. 418, PERB Case No. 94-U-09 (1995)).
[46] Report at 12.
[47] Report at 12-14.
[48] Report at 13.
[49] Report at 13.
[50] Report at 14.

emails served a "quality control function" and were designed to ensure that managers properly completed NOI worksheets.[51]

The Hearing Examiner found that pursuant to Board precedent, "there is no duty to bargain over the impact and effect of a management decision unless and until management decides to implement a change."[52] Contrary to FOP's allegations, the Hearing Examiner determined that the January 28, 2022 email did not change the NOI policy but merely contained instructions from "one manager to other managers [concerning how] to complete the NOI worksheet more effectively and efficiently."[53] The Hearing Examiner determined that "there was no change in policy or working conditions that would trigger a duty to bargain under D.C. [Official] Code § 1-617.04(a)(1), (5)."[54]

3. Retaliation

The Hearing Examiner discussed FOP's allegation that MPD retaliated against FOP for pursuing the prior arbitration proceeding.[55] The Hearing Examiner explained that the Board has adopted the National Labor Relations Board's *Wright Line*[56] test–a two-part burden shifting framework for retaliation claims.[57] Under this test, the union has the initial burden to establish a prima facie case of retaliation.[58] To meet this burden, the union must demonstrate that: "(1) the employee engaged in protected union activity; (2) the employer knew about the employee's protected union activity; (3) the employer exhibited anti-union animus; and (4) as a result, the employer took an adverse employment action against the employee."[59] Where the union meets its burden of proof, the burden shifts to the employer, who must rebut the inference of retaliation by "produc[ing] evidence of a non-prohibited reason for the action against the employee."[60] The Hearing Examiner evaluated the allegations and evidence under the lens of this test.[61]

The Hearing Examiner addressed FOP's allegation that MPD declined to administratively dismiss FOP members' NOIs due to anti-union animus.[62] The Hearing Examiner determined that the Assistant Chief of the Investigative Services Bureau (ISB) has never denied an NOI worksheet requesting administrative dismissal.[63] The Hearing Examiner further found that MPD has provided its managers with guidance for submitting NOI worksheets to ensure ISB's continued dismissal of NOIs.[64] The Hearing Examiner concluded that, at most, in isolated instances, a few

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[51] Report at 13.
[52] Report at 14 (citing *FOP/DOC Labor Comm. v. DOC*, 49 D.C. Reg. 8937, Slip Op. No. 679, PERB Case Nos. 00-U-36 & 00-U-40 (2002)).
[53] Report at 14.
[54] Report at 13.
[55] Report at 14-15.
[56] *Wright Line v. Lamoureaux*, 251 N.L.R.B. 1083, 1089 (1930), *enforced*, 622 F.2d 899 (1st Cir. 1981).
[57] Report at 15 (citing *FOP/MPD Labor Comm. (on behalf of Sgt. Andrew J. Daniels) v. MPD*, 62 D.C. Reg. 5878, Slip Op. No. 1510, PERB Case No. 08-U-26 (2015); *AFGE, Local 2978 v. OCME*, 60 D.C. Reg. 2516, Slip Op. No. 1348 at 4, PERB Case No. 09-U-62 (2013)).
[58] Report at 15 (citing *Wright Line*, 251 N.L.R.B. at 1089).
[59] Report at 15 (citing *Wright Line*, 251 N.L.R.B. at 1089).
[60] Report at 15 (citing *AFGE, Local 2978*, Slip Op. No. 1348 at 4).
[61] Report at 15.
[62] Report at 14-15.
[63] Report at 14.
[64] Report at 14.

FOP members may have been incorrectly informed by their immediate supervisors that it would be a waste of time to contest their NOIs.[65] However, the Hearing Examiner determined that ISB made efforts to "correct any such erroneous communications."[66] The Hearing Examiner did not find evidence that MPD took adverse employment action against FOP members, engaged in reprisals against FOP members for participating in union activity, or harbored anti-union animus.[67] The Hearing Examiner found that MPD applied the same NOI dismissal policy to FOP members and non-members.[68]

The Hearing Examiner determined that FOP did not meet its burden to establish a prima facie case of retaliation under the *Wright Line* test because FOP did not demonstrate that MPD exhibited anti-union animus and did not show that MPD took an adverse employment action against an FOP member.[69] The Hearing Examiner further found no evidence that MPD interfered with, restrained, or coerced FOP employees in the exercise of their rights.[70] Therefore, the Hearing Examiner determined that MPD did not violate D.C. Official Code § 1-617.04(a)(1) of the CMPA.[71]

4. The Prior Arbitration Award

The Hearing Examiner addressed FOP's allegation that MPD violated D.C. Official Code § 1-617.04(a)(5) of the CMPA and the terms of the Award by refusing to bargain in good faith concerning changes to the NOI policy.[72]

The Hearing Examiner established that where "a party refuses to implement an arbitration award, such conduct constitutes an unfair labor practice."[73] However, in the present case, the Hearing Examiner found no evidence that MPD failed or refused to implement the Award.[74] The Hearing Examiner concluded that the evidence did not support a finding that MPD implemented a new 'totality of the circumstances' policy standard for NOIs."[75]

The Hearing Examiner also noted that the prior Award was based on the facts of an individual past grievance and, consequently, it is "of no precedential value for the instant unfair labor practice case…."[76] The Hearing Examiner determined that MPD rendered the relief ordered in the Award.[77] To the extent that the Award directed MPD to negotiate with FOP in the future, the Hearing Examiner also found there was no refusal to negotiate because MPD did not make a

[65] Report at 15.
[66] Report at 15.
[67] Report at 14.
[68] Report at 14.
[69] Report at 15.
[70] Report at 15.
[71] Report at 15.
[72] Report at 16-17.
[73] Report at 16.
[74] Report at 16.
[75] Report at 17.
[76] Report at 16.
[77] Report at 16.

unilateral change to the NOI policy or worksheet.[78] Further, the Hearing Examiner determined that MPD's actions in 2023 "evidence[d] good faith bargaining over proposed changes to the NOI policy…."[79]

II. Discussion

Upon reviewing the record and applicable case law, the Board finds that the Hearing Examiner's recommendations are reasonable, supported by the record, and consistent with Board precedent. Therefore, the Board adopts the recommendations.[80]

In its Exceptions, FOP objects to the Hearing Examiner's finding that the prior Award is not precedential.[81] FOP asserts that the Board "has repeatedly held that an employer's refusal to abide by the terms of an arbitration award is a failure to bargain in good faith and, in turn, an unfair labor practice under the CMPA."[82] FOP asserts that, after the Award was issued, the Assistant Chief of Police "continued to apply the same improper 'totality of the circumstances' standard for considering NOIs…as he had prior to the…Award."[83]

An arbitration award is binding on the parties to a particular arbitration and failure to abide by the terms of an arbitration award is grounds for an unfair labor practice complaint.[84] However, an arbitration award is not precedentially binding on subsequent, separate cases. The Board has held that arbitration is "a forum that is not bound by precedent. Arbitration decisions do not create binding precedent even when based on the same collective bargaining agreement."[85] Thus, the Board rejects FOP's argument as unsupported.

FOP also asserts in its Exceptions that the Board should reject the Hearing Examiner's finding that the March 4, 2022 email from the FOP Chief Shop Steward was not a demand to bargain.[86] The Board has held that "the question concerning whether there has been a timely request for impact and effect bargaining, is often an issue of fact."[87] Board Rule 520.8[88] and Board

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[78] Report at 16.
[79] Report at 16.
[80] *WTU, Local v. DCPS*, 65 D.C. Reg. 7474, Slip Op. No. 1668 at 6-7, PERB Case No. 15-U-28 (2018); *AFGE, Local 1403 v. OAG*, 59 D.C. Reg. 351, Slip Op. No. 873, PERB Case Nos. 05-U-32 & 05-UC-01 (2012).
[81] Exceptions at 5.
[82] Exceptions at 6 (citing *FOP/MPD Labor Comm. v. MPD*, 66 D.C. Reg. 16270, Slip Op. No. 1728 at 2-3, PERB Case No. 19-E-06 (2019); *AFGE, Local 2921 v. DCPS*, 50 D.C. Reg. 5077, Slip Op. No. 712, PERB Case No. 3-U-17 (2003); *AFGE, Local 2725 v. DCHA*, 46 D.C. Reg. 6278, Slip Op. No. 585 at 3, 5, PERB Case No. 98-U-20, 99-U-05, & 99-U-12 (1999)).
[83] Exceptions at 7.
[84] *See e.g., FOP/MPD Labor Comm.*, Slip Op. No. 1728 at 2-3.
[85] *D.C. Dep't of Mental Health v. Local 1199, Nat'l Union of Hospital and Health Care Employees, AFL-CIO, Local 2095*, 59 D.C. Reg. 7345, Slip Op. No. 1265 at 6, PERB Case No. 11-A-09 (2012) (quoting *MPD v. PERB*, 901 A.2d 784, 790 (D.C. 2006)) (internal citations omitted).
[86] Exceptions at 9-14.
[87] *NAGE, Local R3-06 v. WASA*, 47 D.C. Reg. 7551, Slip Op. No. 635 at 6, PERB Case No. 99-U-04 (2000).
[88] Board Rule 520.8 provides that "[i]f the investigation reveals that the pleadings present an issue of fact warranting a hearing, the Executive Director must issue a notice of hearing and serve it upon the parties."

precedent[89] have established that the hearing examiner acts as the finder of fact in unfair labor practice disputes. Here, the Hearing Examiner made the factual determination that FOP did not demand to bargain and thus, MPD did not violate its duty to bargain in good faith.[90] The Board adopts that determination.

Additionally, FOP argues that the Hearing Examiner "improperly relied upon inadmissible evidence [from] outside the relevant Complaint period."[91] This argument references Board Rule 520.4, which provides that "[a]n unfair labor practice complaint must be filed no later than one hundred twenty (120) days after the date on which the alleged violation occurred or the date the complainant knew or should have known of the alleged violation, if later."

FOP's argument is predicated on a misunderstanding of Board Rule 520.4. That provision establishes the period for filing an unfair labor practice complaint. It does not restrict the temporal range of events a hearing examiner may consider or the body of evidence a hearing examiner may admit. Under PERB Rule 550.15, "[s]trict compliance with the rules of evidence applied by the courts is not required. The hearing examiner may admit and consider proffered evidence that possesses probative value." The Board has held that "issues of fact concerning the probative value of evidence and credibility resolutions are reserved to the Hearing Examiner."[92] Thus, the Board rejects FOP's argument concerning the admissibility of evidence the Hearing Examiner considered.

Lastly, FOP asserts in its Exceptions that the Hearing Examiner unreasonably concluded that MPD did not retaliate against FOP members.[93] The Board finds this argument unpersuasive. Pursuant to Board precedent, the Hearing Examiner employed the *Wright Line* test to determine whether MPD's conduct was retaliatory. The Board has established that this test hinges on factual determinations, evaluation of evidence, and credibility resolutions–all of which are within the Hearing Examiner's purview.[94]

Mere disagreements with the Hearing Examiner's findings and/or challenging the Hearing Examiner's findings with competing evidence do not constitute proper exceptions if the record contains evidence supporting the Hearing Examiner's conclusions.[95] The Board has established that "[a]n argument previously made, considered, and rejected is a 'mere disagreement' with the

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[89] *See FOP/MPD Labor Comm. v. MPD, et al.*, 59 D.C. Reg. 5957, Slip Op. No. 999 at 9-10, PERB Case No. 09-U-52 (2012) (establishing that where the parties in an unfair labor practice case disagree on the facts, a hearing will be held and the hearing examiner will develop a factual record); *See also NAGE, Local R3-07 v. D.C. Office of Unified Communications*, 60 D.C. Reg. 16011, Slip Op. No. 1428 at 6, PERB Case No. 12-U-37 (2013).

[90] Report at 12 (citing *AFGE, Local 383 v. DHS*, 49 D.C. Reg. 770, Slip Op. No. 418, PERB Case No. 94-U-09 (1995)).

[91] Exceptions at 14.

[92] *FOP/DOC Labor Comm. DOC*, 59 D.C. Reg. 3587, Slip Op. No. 888 at 5, PERB Case No. 03-U-15 & 04-U-03 (2009) (citing *Hatton v. FOP/DOC Labor Comm.*, 47 D.C. Reg. 769, Slip Op. No. 451 at 3-4, PERB Case No. 95-U-02 (1995)).

[93] Exceptions at 16-19.

[94] *See e.g., Douglas v. DCHA*, 64 D.C. Reg. 9301, Slip Op. No. 1632 at 5, PERB Case No. 15-U-32 (2017) (adopting hearing examiner's determination that complainant failed to meet the evidentiary burden established under *Wright Line*).

[95] *Douglas*, Slip Op. No. 1632 at 3-4 (citing *Brinkley v. FOP/MPD Labor Comm.*, 60 D.C. Reg. 17387, Slip Op. No. 1446, PERB Case No. 10-U-12 (2013)).

initial decision."[96] Here, the Board finds that FOP's Exceptions are a mere disagreement with the Hearing Examiner's findings and, therefore, do not constitute grounds for reversal.

III. Conclusion

For the reasons stated, the Board adopts the Hearing Examiner's conclusion that MPD did not commit an unfair labor practice. Therefore, the Board declines to grant the relief FOP requests, and dismisses this case.

ORDER

IT IS HEREBY ORDERED THAT:

1. This matter is dismissed in its entirety; and

2. Pursuant to Board Rule 559.1, this Decision and Order is final upon issuance.

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD

By vote of Board Chairperson Douglas Warshof and Members Renee Bowser and Mary Anne Gibbons.

October 19, 2023

Washington, D.C.

[96] *FOP/DOC Labor Comm. v. DOC*, 70 D.C. Reg. 6720, Slip Op. No. 1835 at 2, PERB Case No. 23-U-03 (2023) (quoting *Jackson v. Teamsters, Local 639*, 63 D.C. Reg. 10694, Slip Op. No. 1581 at 3, PERB Case No. 14-S-02 (2016)).

APPEAL RIGHTS

Pursuant to Board Rule 559.2, a party may file a motion for reconsideration, requesting the Board reconsider its decision. Additionally, a final decision by the Board may be appealed to the District of Columbia Superior Court pursuant to D.C. Official Code §§ 1-605.2(12) and 1-617.13(c), which provides 30 days after a decision file an appeal.