Government of the District of Columbia
Public Employee Relations Board

In the Matter of:	
Office of the Attorney General for the District of Columbia	
Petitioner	PERB Case No. 24-A-03
v.	Opinion No. 1862
American Federation of State, County and Municipal Employees, Local 2401	
Respondent	

DECISION AND ORDER

I. Statement of the Case

On January 2, 2024, the Officer of the Attorney General for the District of Columbia (OAG) filed an Arbitration Review Request (Request), seeking review of an arbitration award (Award) dated December 8, 2023, pursuant to the Comprehensive Merit Personnel Act (CMPA).[1] The Award ordered OAG to reinstate a terminated Information Technology Specialist (Grievant) with backpay, and the Arbitrator retained jurisdiction for the purpose of resolving the issue of attorney fees.[2] OAG requests that the Board reverse the Award on the grounds that it is contrary to law and public policy.[3] In the alternative, OAG requests that the Board remand this matter to the Arbitrator for clarification.[4] The American Federation of State, County and Municipal Employees, Local 2401 (AFSCME) filed an Opposition to OAG's Request.

Upon consideration of the Arbitrator's conclusions, applicable law, and the record presented by the parties, the Board concludes that the Award is not contrary to law or public policy and there is no basis to remand for clarification. Therefore, the Request is denied in its entirety.

[1] D.C. Official Code § 1-605.02(6).
[2] Award at 24 (citing Federal Back Pay Act, 5 U.S.C. § 5596).
[3] Request at 2-4, 7-8, 14.
[4] Request at 2, 4, 7, 9, 11, 14.

II. Arbitration Award

A. Background

The Arbitrator made the following factual findings. The Grievant was employed by OAG as an information technology (IT) specialist from March of 2015 until her termination in September of 2020.[5] The Grievant's duties included purchasing devices, such as cell phones, and coordinating with the Office of the Chief Technology Officer (OCTO) to periodically upgrade those devices.[6] Before joining OAG, the Grievant had at least 15 years of similar experience.[7] While at OAG, the Grievant was repeatedly commended for her exemplary performance and did not receive any formal discipline prior to the events of this case.[8]

In early 2020, the Grievant worked alongside an OAG infrastructure engineer (engineer) to issue mobile devices and purchase software for the Agency.[9] The Grievant and the engineer reported to the same supervisor, the Chief Information Officer (CIO).[10] At that time, OAG also worked with an IT contractor who was responsible for inventorying and delivering new smart devices, including cell phones.[11] In February of 2020, the Chief Operating Officer (COO) decided to upgrade her existing work cell phone (old iPhone), and sought the Grievant's assistance.[12] The Grievant ordered a new iPhone for the COO and arranged a meeting with the COO to transfer information from the old iPhone to the new iPhone.[13]

On February 10, 2020, the Grievant met with the COO, who signed a Cellular Equipment Assignment Agreement (CEAA) for the new iPhone.[14] The Grievant encountered problems during the information transfer, and the COO experienced issues using her new iPhone.[15] On February 19, 2020, the Grievant directed the IT contractor to collect both of the COO's iPhones and bring them to the Grievant for troubleshooting.[16] After unsuccessful troubleshooting, the Grievant enlisted the engineer's support, leaving the iPhones in his office while the Grievant attended meetings.[17]

While working on the iPhones, the engineer discovered text messages about his office demeanor in an exchange between the CIO and the COO.[18] The messages stated that the

[5] Award at 7, 15.
[6] Award at 8.
[7] Award at 8.
[8] Award at 7-8.
[9] Award at 9.
[10] Award at 8-9.
[11] Award at 9.
[12] Award at 9.
[13] Award at 9.
[14] Award at 9.
[15] Award at 9-10.
[16] Award at 10.
[17] Award at 10.
[18] Award at 10-11.

engineer was "on the warpath," in reference to his discontent and his possible complaints to the Attorney General at an upcoming meeting.[19] The engineer took a photo of the messages and went to the CIO's office to confront him.[20] The Grievant returned to the engineer's office and retrieved both iPhones, giving the new iPhone to the COO and retaining the old iPhone.[21]

On February 21, 2020, an assistant attorney general (AAG) met with the Grievant to receive an iPad.[22] The Grievant informed the AAG that he was eligible for a new iPhone, and the AAG requested the COO's old iPhone, which happened to be sitting on the Grievant's desk.[23] The Grievant reissued the old iPhone to the AAG without having him execute a CEAA.[24] On February 26, 2020, the Grievant was placed on administrative leave.[25] The old iPhone was deemed missing and was disabled via remote signal on or about February 27, 2020.[26] On March 11, 2020, the AAG notified the Grievant that the iPhone she issued to him had lost cell service.[27]

In the Spring of 2020, OAG extensively investigated the events surrounding the COO's transition from the old iPhone to the new iPhone.[28] On June 7, 2020, OAG issued the Grievant an Advance Written Notice of Proposed Removal (Notice), citing "misconduct" and "neglect of duty" as the two causes for removal.[29] The Notice included a comprehensive *Douglas*[30] factors analysis.[31] On July 1, 2020, the Grievant filed a Response to the Notice, including her own *Douglas* factors analysis.[32]

A Hearing Officer conducted an administrative review of the Grievant's proposed removal.[33] On August 3, 2020, the Hearing Officer found that the Grievant was unaware of the contentious text messages; did not disclose them to the engineer; and was not culpable in the engineer's discovery of them.[34] The Hearing Officer further determined that the substance of the text messages did "not constitute the type of 'confidential and sensitive' information that OAG would endeavor to keep privileged.[35] Thus, the Hearing Examiner concluded that the Grievant

[19] Award at 11.
[20] Award at 11.
[21] Award at 10.
[22] Award at 12.
[23] Award at 12. The AAG wanted the old iPhone, as opposed to a new iPhone, because it had a larger screen. Award at 12.
[24] Award at 12.
[25] Award at 13.
[26] Award at 12-13.
[27] Award at 13.
[28] Award at 13.
[29] Award at 13.
[30] In *Douglas v. Veterans Administration*, 5 M.S.P.B. 313 (1981), the Merit Systems Protection Board established a list of twelve factors an agency must consider when determining an appropriate penalty to impose for employee misconduct.
[31] Award at 13-14.
[32] Award at 14.
[33] Award at 14.
[34] Award at 14.
[35] Award at 14.

did not engage in "misconduct."[36] The Hearing Examiner did find that the Grievant committed "neglect of duty," because she failed to complete a CEAA when reissuing the old iPhone.[37] However, after considering the Grievant's exemplary performance record and the lack of precedent supporting removal, the Hearing Officer concluded that the Grievant's proposed removal was "not supported by a preponderance of the evidence" and recommended that OAG reduce the penalty to counseling.[38]

On September 17, 2020, OAG issued a Final Decision on Advance Written Notice of Proposed Removal (Final Decision).[39] The Final Decision rejected the Hearing Officer's recommendations, finding "that termination was warranted for both the misconduct charge and the neglect of duty charge."[40] OAG maintained its position that the Grievant was not credible, concluding that she found the text messages at issue, provided them to the engineer, and then lost the old iPhone.[41] The Grievant was terminated, effective September 18, 2020.[42]

The Grievant timely filed a grievance, which OAG denied.[43] On November 30, 2020, AFSCME invoked arbitration on behalf of the Grievant.[44] The Arbitrator was selected in June of 2022, and six arbitration sessions were held between September 29, 2022, and May 9, 2023.[45]

B. Arbitrator's Findings

The Arbitrator considered the following issues:

(1) Did [OAG] have just cause[46] to terminate [the Grievant];

(2) and, if not, what is the appropriate remedy?[47]

The Arbitrator reviewed Article 7 of the CBA, titled "Discipline." Section 1 of Article 7 provides:

> Discipline shall be imposed for cause, as provided in the D.C. Official Code Section 1-616.51 (2001 ed.).

[36] Award at 14.
[37] Award at 14-15.
[38] Award at 15.
[39] Award at 15.
[40] Award at 15.
[41] Award at 15.
[42] Award at 15.
[43] Award at 15.
[44] Award at 15.
[45] Award at 2.
[46] OAG urged the Arbitrator to use the term "cause" when defining the issues, while AFSCME requested that the Arbitrator use the term "just cause." Award at 3. The Arbitrator chose the latter phrasing, noting that "[i]t is well-settled that the term 'cause' is routinely found to be the same as 'just cause' and that the two terms are used interchangeably in the labor and employment context." Award at 21.
[47] Award at 4.

Section 3 of Article 7 provides:

> Discipline will be appropriate to the circumstances, and shall be primarily corrective, rather than punitive in nature. After discovery of the incident, the investigations shall be conducted in a timely manner and discipline shall be imposed upon the conclusion of any investigation or the gathering of any required documents, consistent with the principle of progressive discipline and the D.C. Office of Personnel regulations.[48]

The Arbitrator also reviewed Title 6-B, § 1601.4 of the District of Columbia Municipal Regulations (DCMR), titled "Policy," which provides:

> The District of Columbia takes a positive approach toward employee management to achieve organizational effectiveness by using a progressive system to address performance and conduct issues.[49]

Additionally, the Arbitrator reviewed Title 6-B, § 1605 of the DCMR, titled "Misconduct; Performance Deficits." Section 1605.2 provides:

> Taking a corrective or adverse action against an employee is appropriate when the employee fails to or cannot meet identifiable conduct or performance standards, which adversely affects the efficiency or integrity of government service. Before initiating such action, management shall conduct an inquiry into any apparent misconduct or performance deficiency (collecting sufficient information from available sources, including when appropriate the subject employee) to ensure the objective consideration of all relevant facts and aspects of the situation.

Section 1605.4. provides:

> Though not exhaustive, the following classes of conduct and performance deficits constitute cause and warrant corrective or adverse action:
>
> (a) Conduct prejudicial to the District of Columbia government…
>
> (e) Neglect of duty….[50]

The Arbitrator established that "OAG had the burden to prove that [the] Grievant engaged in misconduct and neglect of duty as charged."[51]

At arbitration, OAG argued that it had two reasons for terminating the Grievant, each of which independently constituted cause.[52] First, OAG asserted that the Grievant engaged in

[48] Award at 4.
[49] Award at 6.
[50] Award at 6.
[51] Award at 20.
[52] Award at 16.

conduct prejudicial to the District (i.e., misconduct) by unnecessarily[53] disclosing confidential and sensitive information from the COO's old iPhone to the infrastructure engineer, as well as to another IT specialist.[54] Second, OAG argued that the Grievant neglected her duties by failing to safeguard the COO's old iPhone and the data stored therein.[55] OAG also asserted that the Grievant violated standard OAG procedure and caused the COO's old iPhone to become lost when she chose not to complete a CEAA for its reissue.[56] OAG contended that the Grievant's termination was appropriate, stating that removal was "a permitted penalty for first-time disclosure of confidential information," and was supported by OAG's *Douglas* factors analysis.[57] Thus, OAG requested that the Arbitrator affirm the Grievant's termination.[58]

Before the Arbitrator, AFSCME argued that OAG had failed to prove that there was just cause to discharge the Grievant.[59] AFSCME further argued that the Grievant's removal did not comport with the corrective, non-punitive purpose of OAG's disciplinary system.[60] Regarding the misconduct charge, AFSCME asserted that OAG failed to prove the Grievant made a disclosure.[61] AFSCME argued that the Grievant followed standard OAG practice by consulting with a colleague concerning troubleshooting, and asserted that the infrastructure engineer discovered the text messages of his own accord.[62] AFSCME also argued that the text messages did not qualify as "sensitive," because they did not contain information which was medical, privileged, or protected by statute.[63] Concerning the neglect of duty charge, AFSCME asserted that there was no formal policy requiring completion of a CEAA; there was no evidence the iPhone was lost; and termination was inconsistent with past penalties for lost devices.[64] AFSCME contended that OAG's *Douglas* factors analysis was flawed and requested that the Arbitrator order OAG to reinstate the Grievant, with backpay, and impose alternative, corrective discipline.[65]

The Arbitrator reviewed the evidence and found that the Grievant gave the old iPhone to the infrastructure engineer with the sole purpose of obtaining his troubleshooting assistance.[66] The Arbitrator also determined that the Grievant followed standard practice, as troubleshooting

[53] OAG rejected the Grievant's testimony that she sought the engineer's help with the iPhone transfer, concluding that she unnecessarily shared its contents with him. Award at 16. The Arbitrator disagreed. *See* Award at 10-11.
[54] Award at 16-17. One of the Grievant's fellow IT specialists testified that the Grievant went to his office, showed him photos of the text messages, and informed him of the confrontation between the engineer and the CIO. Award at 11. However, the Grievant denied those allegations and the Arbitrator did not find them credible. Award at 12, 22.
[55] Award at 16.
[56] Award at 17.
[57] Award at 16-17.
[58] Award at 17.
[59] Award at 18. AFSCME asserted that "the reference to 'cause' as the basis for discipline in Article 7, Section 1 of the CBA creates a 'just cause' standard of review." Award at 18. The Arbitrator agreed. Award at 21.
[60] Award at 18.
[61] Award at 18.
[62] Award at 18.
[63] Award at 18-19.
[64] Award at 19-20.
[65] Award at 20.
[66] Award at 21.

collaboration was commonplace among OAG IT employees and was not prohibited.[67] The Arbitrator found that the Grievant did not read or share the controversial text messages, and further found that the text messages did not contain confidential or sensitive information.[68]

Regarding the whereabouts of the COO's old iPhone, the Arbitrator determined that "the totality of the credible evidence" indicated that it was reissued to an AAG, rather than lost.[69] The Arbitrator found that OAG did not require CEAAs for reissued devices, and further found that OAG had a history of reissuing devices without them.[70] Additionally, the Arbitrator concluded that even if the old iPhone was missing, there was no evidence showing the Grievant was responsible for that loss.[71]

The Arbitrator determined that OAG had failed to meet its burden to prove that the Grievant engaged in misconduct and neglect of duty.[72] Thus, the Arbitrator found that OAG had failed to demonstrate just cause for the Grievant's termination.[73] The Arbitrator issued an Award, ordering OAG to rescind the Grievant's termination; reinstate her with backpay, less interim earnings; and expunge her record.[74] The Arbitrator retained jurisdiction for the purpose of resolving the issue of attorney fees.[75] OAG seeks review of the Award.

III. Discussion

Section 1-605.02(6) of the D.C. Official Code permits the Board to modify, set aside, or remand a grievance arbitration award in only three narrow circumstances: (1) if an arbitrator was without, or exceeded his or her jurisdiction; (2) if the award on its face is contrary to law and public policy; or (3) if the award was procured by fraud, collusion or other similar and unlawful means.[76] OAG requests review on the grounds that the Award is contrary to law and public policy.[77]

A. The Award is not contrary to law.

OAG bears the burden of demonstrating that the Award itself violates established law or compels an explicit violation of "well defined public policy grounded in law and or legal precedent."[78] Furthermore, OAG has the burden to specify "applicable law and public policy

[67] Award at 21.
[68] Award at 22.
[69] Award at 23.
[70] Award at 23.
[71] Award at 23.
[72] Award at 20, 22-23.
[73] Award at 22-23.
[74] Award at 24. After finding in the Grievant's favor, the Arbitrator declined to rule on AFSCME's challenge to the fairness of OAG's investigation or to the validity of OAG's *Douglas* factors analysis. Award at 24.
[75] Award at 24 (citing Federal Back Pay Act, 5 U.S.C. § 5596).
[76] D.C. Official Code § 1-605.02(6).
[77] Request at 2-4, 7-8, 14.
[78] *FEMS v. AFGE, Local 3721*, 51 D.C. Reg. 4158, Slip Op. No. 728, PERB Case No. 02-A-08 (2004).

that mandates that the Arbitrator arrive at a different result."[79] The D.C. Court of Appeals has reasoned, "Absent a clear violation of law[,] one evident on the face of the arbitrator's award, the [Board] lacks authority to substitute its judgment for the arbitrator's."[80]

OAG argues that the Award is contrary to D.C. Official Code § 1-616.51 because the Award impeded OAG's "organizational effectiveness" when it held that the Grievant did not engage in the charged misconduct, despite "undisputed documentary evidence to the contrary."[81] This argument is unpersuasive, as the Board will not substitute its own evidentiary interpretation for that of the arbitrator.[82] The Board has established that where parties submit a matter to arbitration, they agree to be bound by the evidentiary findings and conclusions upon which the award is based.[83] Further, the Board has rejected claims that an arbitrator ignored evidence, holding that the weight and probative value attributed to evidence falls within the arbitrator's exclusive purview.[84]

OAG also argues that the Award is contrary to 6B DCMR § 1607(10), which prohibits the "[u]nauthorized disclosure or use of (or failure to safeguard) information protected by statute or regulation or other official, sensitive or confidential information."[85] Similarly, OAG asserts that Award violates D.C. Official Code § 2-534(a)(2) and (e) which prohibit general disclosure of privileged and personal information,"[86] and Mayor's Order 2017-115, which concerns the responsible management of the District's data.[87] OAG argues that the Award violates these authorities because it reverses the Grievant's termination despite evidence that she disclosed confidential and sensitive information.[88] These arguments are unavailing. The Board will not substitute its own judgment for the Arbitrator's evidentiary conclusions that the Grievant did not disclose the texts and further, that the texts were not sensitive or confidential.[89]

Additionally, OAG asserts that the Arbitrator violates D.C. Official Code § 1-617.04(b)(1) of the CMPA because he did not explain his finding that the text messages were not confidential.[90] This argument is unpersuasive. The Board has held that an arbitration decision is

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[79] *MPD v. FOP/MPD Labor Comm*., 47 D.C. Reg. 717, Slip Op. No. 633 at 2, PERB Case No. 00-A-04 (2000).
[80] *Fraternal Order of Police/Dep't of Corr. Labor Comm. v. District of Columbia Pub. Emp. Relations Bd*., 973 A.2d 174, 177 (D.C.2009).
[81] Request at 4.
[82] *MPD*, Slip Op. No. 633 at 3.
[83] *Id*. (citing *UDC and UDC Faculty Ass'n*, 39 D.C. Reg. 9628, Slip Op. No. 320 at 2, PERB Case No 92-A-04 (1992)).
[84] *MPD v. FOP/MPD Labor Comm.*, 64 D.C. Reg. 10115, Slip Op. No. 1635 at 16, PERB Case No. 17-A-06 (2017).
[85] Request at 8 (citing 6B DCMR § 1607(10)).
[86] Request at 8 (citing D.C. Official Code § 2-534(a)(2) and (e)).
[87] Request at 8 (citing Mayor's Order 2017-115).
[88] Request at 8. OAG asserts that under its Information Systems Policy and OCTO's Information Security Program Policy, *all* data on the COO's old iPhone was confidential, not just the text messages at issue. Request at 9-11.
[89] *See* Award at 22. OAG also argues that the Award contravenes the common law principal, upheld by the U.S. Supreme Court, "that an entity's confidential data is company property, and that it has the exclusive right to use that property." Request at 11 (citing *Carpenter v. United States*, 484 U.S. 19, 25-27 (1987)). This argument is similarly invalid because it undermines the Arbitrator's evidentiary finding that the text messages were not confidential.
[90] Request at 11-12.

not unenforceable merely because the arbitrator does not explain certain bases for that decision.[91] Moreover, § 1-617.04(b)(1) is inapplicable to the matter at hand, as that provision concerns unfair labor practice allegations, and governs the conduct of "Employees, labor organizations, their agents, or representatives," not the conduct of arbitrators.

Lastly, OAG asserts that the Award violates D.C. Official Code § 1-617.08(a)(4) of the CMPA, arguing that the "Grievant's disclosure of the confidential Text Messages to [the infrastructure engineer], who then confronted [the CIO] about their contents, clearly interfered with management's exclusive right to maintain the efficiency of OAG's operations."[92] This argument is unpersuasive because the Arbitrator determined that the Grievant did not disclose the texts and further, that the texts were not sensitive or confidential.[93]

Therefore, the Board finds that the Award is not contrary to law.

B. The Award is not contrary to public policy.

Section 1-605.02(6) of the D.C. Official Code authorizes the Board to set aside an arbitration award if the award "on its face is contrary to law and public policy." However, the D.C. Court of Appeals has held that the word "and" should be read as "or" in this statutory context.[94] As a result, the Board has adopted the court's interpretation.

Nonetheless, the public policy exception is an "extremely narrow" exception to the rule that reviewing bodies must defer to an arbitrator's interpretation of a contract.[95] For the Board to overturn an award as on its face contrary to public policy, the "public policy alleged to be contravened must be well-defined and dominant, and is to be ascertained by reference to the laws and legal precedents and not from general considerations of supposed public interests."[96] "[T]he exception is designed to be narrow so as to limit potentially intrusive judicial review of arbitration awards under the guise of 'public policy.'"[97]

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[91] *FOP.MPD Labor Comm. and MPD*, 59 D.C. Reg. 11329, Slip Op. No. 1295 at 9, PERB Case No. 09-A-11 (2012).
[92] Request at 12.
[93] *See* Award at 22. OAG also argues that the Award contravenes the common law principal, upheld by the U.S. Supreme Court, "that an entity's confidential data is company property, and that it has the exclusive right to use that property." Request at 11 (citing *Carpenter v. United States*, 484 U.S. 19, 25-27 (1987)). This argument is similarly invalid because it undermines the Arbitrator's evidentiary finding that the text messages were not confidential.
[94] *MPD v. PERB*, No. 19-CV-1115, Mem. Op. & J. at 10-11 (D.C. Sept. 15, 2022).
[95] *MPD v. FOP/MPD Labor Comm.*, 66 D.C. Reg. 6056, Slip Op. No. 1702 at 4, PERB Case No. 18-A-17 (2019) (citing *Am. Postal Workers Union v. USPS*, 789 F.2d 1, 8 (D.C. Cir. 1986), *accord MPD v. FOP/MPD Labor Comm. ex rel. Pair*, 61 D.C. Reg. 11609, Slip Op. No. 1487 at 8, PERB Case No. 09-A-05 (2014); *MPD v. FOP/MPD Labor Comm. ex rel. Johnson*, 59 D.C. Reg. 3959, Slip Op. No. 925 at 11-12, PERB Case No. 08-A-01 (2012)).
[96] *MPD v. PERB*, No. 19-CV-1115, Mem. Op. & J. at 10-11 (D.C. Sept. 15, 2022) (quoting *MPD v. PERB*, 901 A.2d 784, 789 (D.C. 2006)).
[97] *MPD*, Slip Op. No. 1702 at 4.

OAG argues that "[t]he D.C. Court of Appeals has recognized a 'well defined and dominant policy favoring arbitration of a dispute where the parties have chosen that course,' and that both Congress and the District of Columbia have 'declared a national policy favoring arbitration.'"[98] OAG states that the U.S. Supreme Court has described arbitration as a way to further management and labor organizations' "common goal of uninterrupted production" under the CBA.[99] OAG alleges that the Arbitrator in this case ignored key evidence, thereby acting contrarily to the public policy supporting arbitration as a means of resolving disputes between agencies and labor organizations.[100]

OAG's argument concerning public policy is unpersuasive because it is based on "general considerations of supposed public interests" (i.e., the value of arbitration)[101] and disregards the Arbitrator's role as the exclusive weigher of evidence.[102] Additionally, OAG's public policy argument is inherently contradictory. OAG asserts that public policy supports the institution of arbitration,[103] but simultaneously contends that the arbitration Award should be overturned as contrary to public policy.[104] The "arbitration of labor disputes under collective bargaining agreements is part and parcel of the collective bargaining process itself."[105]

For these reasons, the Board finds that the Award is not contrary to public policy.

IV. Conclusion

The Board rejects OAG's arguments and finds no cause to modify, set aside, or remand the Award. Additionally, the Board finds no need to remand this matter to the Arbitrator for clarification, as the relief ordered in the Award is clear, and the Arbitrator has retained jurisdiction to resolve the outstanding matter of attorney fees. [106] Accordingly, OAG's Request is denied, and the matter is dismissed in its entirety.

[98] Request at 7 (quoting *D.C. Pub. Employee Relations Bd. v. Fraternal Order of Police/Metro. Police Dep't Labor Comm.*, 987 A.2d 1205, 1209 (D.C. 2010) (internal quotation marks and citations omitted)).
[99] Request at 7 (quoting *Steelworkers v. Warrior & Gulf Co.*, 363 U.S. 574, 579-81 (1960)).
[100] Request at 8.
[101] *See MPD v. PERB*, No. 19-CV-1115, Mem. Op. & J. at 10-11 (D.C. Sept. 15, 2022) (quoting *MPD v. PERB*, 901 A.2d 784, 789 (D.C. 2006)).
[102] *See MPD*, Slip Op. No. 1635 at 16.
[103] Request at 7-8.
[104] Request at 2-4, 7-8, 14.
[105] *Steelworkers*, 363 U.S. at 578.
[106] *See* Award at 24.

ORDER

IT IS HEREBY ORDERED THAT:

1. The arbitration review request is denied.
2. Pursuant to Board Rule 559, 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, Mary Anne Gibbons, and Peter Winkler.

March 21, 2024
Washington, D.C.

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 is issued to file an appeal.