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

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)	
District of Columbia Public Schools,)	
)	
)	PERB Case No. 26-A-03
Petitioner)	
)	Opinion No. 1959
v.)	
)	
Washington Teachers' Union Local #6, AFT,)	
AFL-CIO,)	
)	
Respondent)	

DECISION AND ORDER

I. Statement of the Case

On March 6, 2026, District of Columbia Public Schools (DCPS) filed an arbitration review request¹ (Request), seeking review of an arbitration award (Award) dated February 13, 2026, pursuant to the Comprehensive Merit Personnel Act (CMPA).² The Award found that DCPS breached Article 23.17.6.1 of the parties' collective bargaining agreement (CBA) when it refused to compensate co-teachers at a District middle school with three hours of administrative premium for each day they served as the sole teachers in co-taught classrooms.³ The Award ordered DCPS to issue backpay to remedy its noncompliance with that provision.

DCPS requests that the Board set aside the Award in its entirety on the grounds that it is on its face contrary to law and public policy.⁴ Additionally, DCPS requests that the Board remand this matter to the Arbitrator with directions to issue an award denying the requested backpay.⁵ Washington Teachers' Union, Local 6 (WTU) filed an opposition to DCPS's Request on March 20, 2026, arguing that the Award is straightforward and should be affirmed, as the Arbitrator's interpretation of Article 23.17.6.1 is consistent with its plain, unambiguous language.⁶

¹ On March 10, 2026, DCPS filed an amended certificate of service which cured a deficiency identified in the initial certificate of service.
² D.C. Official Code § 1-605.02(6).
³ Request at 1-2.
⁴ Request at 9.
⁵ Request at 8.
⁶ Opposition at 1.

Upon consideration of the Arbitrator's conclusions, applicable law, and the record presented by the parties, the Board finds that the Award is not contrary to law or public policy and denies the Request.

II. Arbitration Award

A. Background

The middle school at issue provides accommodations for students requiring individual education plans, as well as those who speak English as a second language. These students are placed in classrooms with two co-teachers who share instructional responsibilities.⁷ The co-teachers are members of a collective bargaining unit at DCPS, subject to a CBA.⁸ Article 23 of the parties' CBA governs the policies related to the working conditions of teachers. Specifically, Article 23.17.6.1 provides:

When an ESL Teacher, Special Education Teacher, or Co-Teacher is required to provide instruction coverage for an absent Teacher's class, they shall receive additional compensation equal to three (3) hours of Administrative Premium per day of coverage.⁹

On February 3, 2025, the school principal emailed the co-teachers, stating, in pertinent part: "In a co-taught classroom, if one teacher is out sick or on leave, no admin premium will be provided. Admin premium will be provided when a teacher in a co-taught classroom is reassigned by school leadership to cover a different classroom."¹⁰ Following this email, a member of the bargaining unit filed a grievance, asserting that management's interpretation of Article 23.17.6.1 was incorrect and that the provision was intended to cover co-teachers teaching solo, regardless of the reason for their instructional partners' absence.¹¹ The grievance was denied and on February 12, 2025, it was escalated to Stage 2. The matter went to arbitration on December 9, 2025.¹² On February 13, 2026, the Arbitrator issued an Award, sustaining the grievance, finding that DCPS violated the CBA, and ordering the Agency to remit three hours of administrative premium pay to co-teachers for each day they were required to provide instructional coverage for an absent co-teacher's class.¹³

On March 6, 2026, DCPS filed the instant Request with PERB.

⁷ Award at 3.

⁸ Award at 4.

⁹ Award at 3.

¹⁰ Award at 4-5.

¹¹ Award at 5.

¹² Award at 2.

¹³ Award at 2.

B. Arbitrator's Findings

The Arbitrator considered the following issues:

1. Did DCPS violate Article 23.17.6.1 of the CBA when it refused to pay co-teachers an administrative premium when they served as the sole teacher in a co-taught classroom because their counterpart was absent on personal leave?
2. If so, what is the remedy?¹⁴

The Arbitrator interpreted Article 23.17.6.1 of the CBA and found that DCPS had violated that provision by failing to pay the co-teachers an additional three hours of administrative premium compensation for each day they provided instructional coverage for an absent co-teacher's class.¹⁵ As a remedy, the Arbitrator ordered DCPS to provide the effected co-teachers with backpay for their solo teaching time.¹⁶

III. Discussion

Under D.C. Official Code § 1-605.02(6) of the CMPA, the Board may “consider appeals from arbitration awards pursuant to a grievance procedure; provided, however, that such awards may be modified or set aside or remanded, in whole or in part only if the Arbitrator was without, or exceeded, his or her jurisdiction; the award on its face is contrary to law and public policy; or was procured by fraud, collusion, or other similar and unlawful means....” Here, DCPS 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.”¹⁷ DCPS has the burden to specify “applicable law and public policy that mandates that the Arbitrator arrive at a different result.”¹⁸

A. The Award is not contrary to law

DCPS argues that implementation of the Award would remove the Agency's discretion to manage appropriated funds, thereby forcing it into noncompliance with D.C. Code Official Code § 47-355.02.¹⁹ That provision states, in relevant part: “A District agency head, deputy agency head, agency fiscal officer, agency budget director, agency controller, manager, or other employee may not...make or authorize an expenditure or obligation exceeding an amount available in an appropriation for an agency, fund, or capital project...[or] [a]llow an expenditure or obligation to exceed apportioned amounts.”²⁰ Additionally, DCPS argues that implementation of the Award would violate D.C. Official Code § 1-301.47a(2), which requires the Agency to submit a fiscal

¹⁴ Award at 2.

¹⁵ Award at 10.

¹⁶ Award at 10.

¹⁷ *FEMS v. AFGE, Local 3721*, 51 D.C. Reg. 4158, Slip Op. No. 728, PERB Case No. 02-A-08 (2004).

¹⁸ *MPD v. FOP/MPD Labor Comm.*, 47 D.C. Reg. 717, Slip Op. No. 633 at 2, PERB Case No. 00-A-04 (2000).

¹⁹ Request at 4-5.

²⁰ Request at 4.

impact statement to the Council of the District of Columbia (Council) reflecting the estimated costs associated with a CBA, before the Council approves it.²¹ DCPS contends that the Council authorizes expenditure of certain funds, and, pursuant to D.C. Official Code § 47-355.02, the Agency must remain in compliance with that budget.²² DCPS further contends that it would not have agreed to Article 23.17.6.1 of the CBA if it understood it to require the Agency to pay an administrative premium any time a co-teacher did not show up to work.²³ DCPS asserts that the Arbitrator's interpretation of that provision would deprive the Agency of control over the frequency with which it would be required to pay the administrative premium, as it lacks control over the frequency with which teachers fail to appear for co-taught classes.²⁴

The Board has held that an arbitrator has authority to interpret a CBA and determine whether an agency has complied with it.²⁵ Here, the Arbitrator interpreted the CBA and determined that DCPS violated it by failing to remit the payment owed to co-teachers. The Board has found that where a CBA mandates remittance, unrealized anti-deficiency concerns are not sufficient to render an award contrary to law.²⁶ In effect, DCPS does not challenge the validity of the Arbitrator's CBA interpretation, merely its outcome. Where, as here, an agency raises concerns regarding its *ability* to pay, as opposed to its contractual *obligation* to pay, the Board will not find a statutory basis for overturning the award.²⁷ Thus, DCPS has not demonstrated that the Award is 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." The D.C. Court of Appeals has commented that "an award that is contrary to a specific law *ipso facto* may be said to be contrary to the public policy that the law embodies."²⁸ However, "courts' authority to invoke the public policy exception is not limited solely to instances where the arbitration itself violates positive law."²⁹ 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.³⁰

²¹ Request at 4.

²² Request at 4.

²³ Request at 5.

²⁴ Request at 5.

²⁵ *MPD v. FOP/MPD Labor Comm.*, 43 D.C. Reg. 5601, Slip Op. No. 460, PERB Case No. 96-A-03 (1996).

²⁶ *UDC v. AFSCME, Local 2087*, 45 D.C. Reg. 4774, Slip Op. No. 518, PERB Case No. 97-A-01 (1998) (requiring UDC to grant employees within-grade pay increases as mandated by the CBA, despite the contrary mandates of the D.C. Appropriation Act of 1994).

²⁷ *Id.*

²⁸ *MPD v. PERB*, No. 19-CV-1115, Mem. Op. & J. at 10-11 (D.C. Sept. 15, 2022) (citing *Fraternal Order of Police/Dept. of Corr. Labor Comm. v. Dist. of Columbia Pub. Employee Relations Bd.*, 973 A.2d 174 at 179 (D.C. 2009)).

²⁹ *Id.* at 18 (citing *E. Associated Coal Corp. v. UMW*, Dist. 17, 531 U.S. 57, 63 (2000)).

³⁰ *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)).

DCPS argues that the Award is contrary to public policy because its implementation would deprive DCPS of discretion over its expenditures, allowing WTU's members to unilaterally decide when administrative premium payments are issued without consideration for the implementation complications faced by DCPS.³¹ Further, DCPS asserts that the Award could create an incentive for co-teachers to collude with each other by using coordinated absences to receive administrative premium pay.³² DCPS argues that the Award strips the Agency of its ability to manage its own budget while also incentivizing teachers to not appear for work.³³ The Agency asserts that the Arbitrator erred by neglecting to discuss these practical considerations.³⁴

These arguments are unpersuasive. The Agency's contention that the Award extinguishes its budgetary control lacks merit, as both parties approved Article 23.17.6.1 which, as interpreted by the Arbitrator, explicitly requires DCPS to pay the effected co-teachers administrative premium pay. By submitting a matter to arbitration, the parties agreed to be bound by the Arbitrator's interpretation of their CBA³⁵ and the Board will not substitute its own interpretation or that of the Agency's for that of the duly designated Arbitrator.³⁶ Additionally, DCPS's argument that the Award could create an incentive for co-teachers to collude with one another to obtain administrative premium pay is mere speculation not grounded in law or legal precedent. Moreover, the Award's lack of discussion concerning the practicalities of its implementation does not invalidate its conclusion or indicate that the Arbitrator failed to weigh those considerations. The Board has held that an arbitrator is not required to explain the reason for their decision nor is an award unenforceable merely because the Arbitrator failed to explain certain bases for that decision.³⁷ Thus, DCPS has not demonstrated that the Award is contrary to public policy.

IV. Conclusion

The Arbitration Review Request is denied.

³¹ Request at 6.

³² Request at 6 and 7.

³³ Request at 7.

³⁴ Request at 6.

³⁵ *MPD v. FOP/MPD Labor Comm.*, 47 D.C. Reg. 7217, Slip Op. 633 at 3, PERB Case No. 00-A-04 (2000).

³⁶ *DOC v. Teamsters, Local 246*, 34 D.C. Reg. 3616, Slip Op. 157 at 3, PERB Case No. 87-A-02 (1987).

³⁷ *MPD v. FOP/MPD Labor Comm.*, Slip Op. No. 1852 at 2, PERB Case Nos. 23-A-05 and 23-A-06 (2023) (citing *FOP/MPD Labor Comm. (on behalf of Officer Timothy Harris) v. MPD*, 59 D.C. Reg. 11329, Slip Op. No. 1295 at 6, PERB Case No. 09-A-11 (2012)).

ORDER

IT IS HEREBY ORDERED THAT:

1. The Arbitration Review Request is denied; 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 Peter Winkler and Members Mary Anne Gibbons, Renee Bowser, and Douglas Warshof.

May 21, 2026

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 file an appeal.