

Notice: This decision may be formally revised before it is published in the District of Columbia Register. Parties should promptly notify this office of any errors so that they may be corrected before publishing the decision. This notice is not intended to provide an opportunity for a substantive challenge to the decision.

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

In the Matter of:	)	
	)	
D.C. Police Union, Lodge #2, ¹	)	
	)	
Complainant	)	
	)	
v.	)	
	)	PERB Case No. 22-U-08 (RO)
District of Columbia Metropolitan Police	)	
Department	)	Opinion No. 1925
	)	
and	)	
	)	
District of Columbia Office of Labor Relations	)	
and Collective Bargaining,	)	
	)	
Respondents	)	
	)	

DECISION AND ORDER

I. Statement of the Case

This matter comes before the Board on remand pursuant to the judgment issued by the Superior Court of the District of Columbia (Superior Court) in *FOP v. PERB*² remanding the administrative dismissal of PERB Case No. 22-U-08 back to the Public Employee Relations Board (PERB) for consideration of the merits of the case. The D.C. Police Union, Lodge #2 (Union) originally filed an unfair labor practice complaint (Complaint) against both the District of Columbia Metropolitan Police Department (MPD) and the District of Columbia Office of Labor Relations and Collective Bargaining (OLRCB or, collectively, the Agencies).³ The Complaint

¹ Since the filing of the instant case, the National Fraternal Order of Police has granted a state charter to the District of Columbia Fraternal Order of Police. *See D.C. Police Union Lodge #2 and MPD*, Slip Op. No. 1918 at 2, PERB Case No. 25-AC-01 (2025). As a result, the Board granted the D.C. Police Union's petition to amend its certification. *Id.* Accordingly, PERB has modified the case caption for the instant case to accurately reflect the D.C. Police Union's amended certification and name.

² 2022-CA-002698-P(MPA) (D.C. Super. Ct. August 25, 2023)

³ The Union named both MPD and OLRCB as Respondents and included factual allegations against both in the instant case. Subsequently, both MPD and OLRCB filed as intervenors in the Union's Superior Court petition for review of agency decision (Petition). OLRCB is the District agency tasked with administering the District executive branch's

alleged that MPD violated Sections 1-617.04(a)(1) and (5) of the Comprehensive Merit Personnel Act (CMPA) by categorically refusing both to bargain in good faith with the Union and to provide information responsive to the Union's request for information regarding the District's COVID-19 vaccination requirements. For the reasons stated herein, the Board finds that MPD violated D.C. Official Code §§ 1-617.04(a)(1) and (5).

II. Factual Background

On March 11, 2020, the District of Columbia Mayor, Muriel Bowser, (Mayor Bowser) declared both a public emergency and a public health emergency in the District in response to the COVID-19 pandemic.⁴ On August 10, 2021, Mayor Bowser issued Mayor's Order 2021-099 (MO 2021-099), which required District employees to provide proof of COVID-19 vaccination.⁵ The parties engaged in impact and effects (I/E) bargaining on MPD's implementation of MO 2021-099.⁶ As a result of the parties' I/E bargaining, on September 17, 2021, MPD issued Executive Order 21-022 (EO 21-022), which allowed unvaccinated MPD employees to undergo weekly COVID-19 testing in lieu of vaccination.⁷ On November 23, 2021, MPD issued Executive Order 21-026 (EO 21-026), which replaced EO 21-022, but "left in place the bargained-for provisions and retained the right of unvaccinated MPD [employees] to undergo weekly COVID-19 testing."⁸ On December 20, 2021, Mayor Bowser issued Mayor's Order 2021-147 (MO 2021-147) directing the formulation of a plan for removing the "weekly 'test out' option" for unvaccinated District employees and for the District City Administrator and OLRCB to "develop a strategy that minimize[d] disruptions to critical District government services."⁹ Also on December 20, 2021, Mayor Bowser issued a "Situational Update," including a statement that the District "will engage labor partners" with respect to setting specific deadlines for District employees to receive the COVID-19 vaccine.¹⁰

On December 21, 2021, the Union made a request for information to MPD seeking "specific documents and information related to the COVID-19 policies being proposed" including "COVID-19 data, analysis, and data relating to its membership."¹¹ The Union asserted the requested information was relevant and necessary to anticipated bargaining and implementation

labor relations program and representing the Mayor and subordinate agencies in a variety of contexts. While OLRCB had broader involvement in the events surrounding the instant case than typically seen in PERB proceedings, MPD remains the sole Respondent with which the Union and the latter's bargaining unit members have a collective bargaining agreement (CBA). Accordingly, while OLRCB remains in the case caption, the Agency is hereby dismissed as a Respondent in the instant case. The Board's finding of unfair labor practices and ordered relief, *infra*, apply solely to MPD.

⁴ COVID-19 Leave Restoration (December Update), I-2020-31 (Dec. 30, 2020), <https://edpm.dc.gov/issuances/covid-19-leave-restoration/>.

⁵ Union's Brief at 1; MPD's Brief at 2.

⁶ Union's Brief at 2; MPD's Brief at 2.

⁷ Union's Brief at 2; MPD's Brief at 2.

⁸ Union's Brief at 2; MPD's Brief at 2.

⁹ Union's Brief at 2; MPD's Brief at 2-3.

¹⁰ Union's Brief at 2.

¹¹ Union's Brief at 2.

of MO 2021-147.¹² On January 4, 2022, MO 2021-147 expired.¹³ On January 18, 2022, the MPD General Counsel (General Counsel) contacted the Union Chairman (Chairman) to inquire whether OLRCB had reached out to the Union regarding bargaining over implementation of MO 2021-147, which the Chairman confirmed it had not.¹⁴ On January 24, 2022, OLRCB issued a memorandum to all District employees stating that, in accordance with MO 2021-147, all employees would be required to submit proof of having received a full course of COVID-19 vaccination by February 15, 2022, or be subject to discipline.¹⁵ On January 26, 2022, the Union reiterated to MPD its information request from December 21, 2021, and demanded bargaining over the implementation of MO 2021-147; the Union demanded bargaining with OLRCB on the same day.¹⁶ Later in the day on January 26, 2022, MPD issued Teletype TT 01-099-22 (TT 01-099-22), which ordered compliance with the announced proof of vaccination requirements.¹⁷ Later on the same day, MPD issued an updated Teletype TT 01-101-22, which reiterated the February 15, 2022 deadline for uploading proof of vaccination.¹⁸

On January 27, 2022, MPD and OLRCB both informed the Union that the Agencies had no obligation or intention to bargain over the mandatory vaccination requirement.¹⁹ Also on January 27, 2022, MPD responded to the Union's request for information "but failed to provide any of the underlying COVID-19 data, analysis, or documents that had been requested . . . Other than a previously published Executive Order, the MPD failed to produce a single responsive document, despite its admission that it was in possession of responsive documents."²⁰

On January 28, 2022, the Union filed the instant Complaint, asserting that the Agencies had violated §§ 1-617.04(a)(1) and (5) of the Comprehensive Merit Personnel Act (CMPA) by refusing to bargain in good faith regarding the implementation of MO 2021-147 and changes to the "bargained-for vaccine opt-out program" created as a result of MO 2021-099.²¹ On February 4, 2022, D.C. Official Code § 7-2304(b)(16)—the emergency authority granted by the COVID-19 Response Emergency Amendment Act of 2020—expired.²² On February 11, 2022, MPD filed its Answer and Motion to Dismiss.²³ On May 20, 2022, the Public Employee Relations Board (PERB) administratively dismissed the Complaint.²⁴

¹² Union's Brief at 2-3.

¹³ Union's Brief at 3.

¹⁴ Union's Brief at 3.

¹⁵ Union's Brief at 3; MPD's Brief at 3.

¹⁶ Union's Brief at 4; MPD's Brief at 3.

¹⁷ Union's Brief at 4; MPD's Brief at 3. The Union's Brief also references the District of Columbia Human Resources (DCHR) issuance 1-2022-03, which required all District government employees to receive a complete course of vaccination against COVID-19. Union's Brief at 4-5.

¹⁸ Union's Brief at 5.

¹⁹ Union's Brief at 5; MPD's Brief at 3.

²⁰ Union's Brief at 5.

²¹ Complaint at 7 (citing D.C. Official Code §§ 1-617.04(a)(1) and (5)); Union's Brief at 5; MPD's Brief at 4.

²² Union's Brief at 6; MPD's Brief at 3.

²³ Union's Brief at 6; MPD's Brief at 4.

²⁴ Union's Brief at 7; MPD's Brief at 4.

On August 25, 2022, the Superior Court granted summary judgment in favor of the Union (Ross Order) in a separate, civil lawsuit challenging the COVID-19 vaccine mandate.²⁵ The Superior Court ruled that Mayor Bowser had not possessed the legal authority to impose a vaccine mandate upon the Union.²⁶

On November 18, 2022, the Union separately appealed the administrative dismissal to the Superior Court.²⁷ On August 25, 2023, the Superior Court granted the Union's Petition, and reversed and remanded PERB's administrative dismissal (Dayson Order).²⁸

Subsequently, the parties participated in mediation; they were unable to resolve the matter in mediation but agreed that there were no issues of fact necessitating a hearing before a hearing examiner.²⁹ On April 15, 2025, the parties filed a document styled "joint motion to have matter certified to board" (Joint Motion). PERB requested briefs from the parties regarding whether MPD committed the alleged unfair labor practices. Both parties filed briefs (Union's Brief and MPD's Brief); the Union filed a reply to MPD's Brief (Reply).

III. Discussion

This dispute arises from MPD's refusal to bargain with the Union over the implementation, impact and effects of MO 2021-147 and subsequent policy changes aimed at addressing COVID-19 vaccination requirements for District government employees. The Union argues that: (1) MPD committed unfair labor practices by categorically refusing to fulfil its obligations to engage in I & E bargaining and provide requested relevant and necessary information to the Union;³⁰ and (2) MPD's clearly erroneous reliance on MO 2021-147 is not a defense to these violations.³¹ The Union requests as relief: (1) a Board order directing the Agencies post notices regarding their unfair labor practices, including "detailed" cease and desist orders; (2) a Board decision explicitly overturning PERB Case No. 1804; (3) an award of litigation costs; and (4) an award of attorney fees.³² MPD argues that: (1) the Board should dismiss the instant case as moot; and (2) the Board must deny the Union's request for attorney fees because, in pertinent part, the Union cannot satisfy the requirements of the Federal Back Pay Act.³³

Board Rule 520.6 states that "[if] a review of the complaint and any response thereto reveals that there is no issue of fact to warrant a hearing, the Board may render a decision upon

²⁵ Union's Brief at 7. Union's Brief states that the Ross Order was issued on August 26, 2022, but the Ross Order itself states August 25, 2022. *FOP v. District of Columbia, et al.*, 2022-CA-000584-P(MPA) (D.C. Super. Ct. August 25, 2022).

²⁶ Union's Brief at 7 (citing *FOP v. District of Columbia, et al.*, 2022-CA-000584-P(MPA) (D.C. Super. Ct. August 25, 2022)).

²⁷ Joint Motion at 2; MPD's Brief at 4. PERB initially appealed the remand order but ultimately withdrew its appeal.

²⁸ Union's Brief at 8 (citing *FOP v. PERB*, 2022-CA-002698-P(MPA) at 10-13 (D.C. Super. Ct. August 25, 2023)); MPD's Brief at 4 (citing *FOP v. PERB*, 2022-CA-002698-P(MPA) at 13 (D.C. Super. Ct. August 25, 2023)).

²⁹ Joint Motion at 2-3.

³⁰ Union's Brief at 15-18.

³¹ Union's Brief at 9-15

³² Union's Brief at 18-24.

³³ MPD's Brief at 5-10.

the pleadings or may request briefs and/or oral argument.” When a violation is found, the Board’s order is intended to have a remedial effect.³⁴ The overriding purpose and policy of relief afforded under the CMPA for unfair labor practices is the protection of rights and obligations.³⁵ The Board has held that it will sometimes look to National Labor Relations Board (NLRB) precedent for guidance when relevant, primarily when the Board’s own case law is silent on a particular issue.³⁶

A. Mootness

MPD relies on the District of Columbia Court of Appeals’ (Court of Appeals) decision in *AFGE v. PERB*³⁷ to argue that the instant case must be dismissed on the grounds of mootness.³⁸ Although the cited case mirrors this one in that the former also involved COVID-19 vaccination requirements and mootness, these cases are distinguishable. Primarily, the PERB decision at issue in that Court of Appeals case—Opinion No. 1804—was, unlike this dispute, a negotiability appeal regarding bargaining over implementation of COVID-19 vaccination and return-to-work requirements.³⁹ The Court of Appeals determined that, in pertinent part, the District’s rescission of its vaccination requirement, the expiration of the District’s emergency authority, and the return of “all employees” to work rendered the appeal moot.⁴⁰ Because the District’s mandates were rescinded or expired and all employees had returned to work, there was no longer a reason for the parties to negotiate regarding vaccination requirements or return-to-work procedures.

The underlying issues and requested remedies are inherently different in the instant case. The Union filed an unfair labor practice complaint regarding MPD’s failure to bargain, rather than a negotiability appeal addressing whether particular subjects were non-negotiable. As such, the rescission of the vaccination requirement and the expiration of the District’s emergency authority do not automatically render the alleged unfair labor practices or the relief requested moot. MPD’s refusal to bargain during that period is not erased merely because those mandates no longer apply.⁴¹

³⁴ *AFSCME, Local 2743 v. DISB*, 72 D.C. Reg. 7248, Slip Op. No. 1913 at 6, PERB Case No. 24-U-18 (2025) (citing *AFGE, Local 383 v. D.C. Dep’t. of Mental Health*, 52 D.C. Reg. 2527, Slip Op. No. 753 at 7, PERB Case No. 02-U-16 (2005)).

³⁵ *AFGE, Local 383 v. D.C. Dep’t. of Mental Health*, Slip Op. No. 753 at 7.

³⁶ *FOP/MPD Labor Comm. v. MPD*, Slip Op. No. 1526 at 8, PERB Case Nos. 06-U-23, et al. (2015).

³⁷ *AFGE, Local 872, AFL-CIO v. District of Columbia Public Employee Rel. Board*, 319 A.3d 977 (Aug. 8, 2024).

³⁸ MPD’s Brief at 5-8 (citing *AFGE, Local 872, AFL-CIO v. District of Columbia Public Employee Rel. Board*, 319 A.3d 977).

³⁹ *AFGE, Local 631 v. OLRCEB, et al.*, 69 D.C. Reg. 159, Slip Op. No. 1804 at 1, PERB Case No. 22-N-02 (2022). See also *AFGE, Local 872, AFL-CIO v. District of Columbia Public Employee Rel. Board*, 319 A.3d 977, 979.

⁴⁰ *AFGE, Local 872, AFL-CIO v. District of Columbia Public Employee Rel. Board*, 319 A.3d 977, 982 (noting that “even the availability of a partial remedy is sufficient to prevent a case from being moot,” but “a pending appeal generally becomes moot when there occurs an event that renders the relief sought by a party impossible or unnecessary.”). The Court further rejected AFGE’s arguments regarding exceptions to the doctrine of mootness. *Id.* at 982-985.

⁴¹ See *Re’ese Adbarat Debre Selam Kidest Mariam Ethiopian Orthodox Tewahedo Church, Inc. v. Habte*, 300 A.3d 784, 794 (D.C. 2023) (noting that the mootness doctrine prevents courts from deciding cases when the issues presented are no longer live or when the parties lack a legally cognizable interest in the outcome).

As the Board has determined, *infra*, MPD refused to bargain in good faith with the Union, the Union's requested remedies are still at least partially available, meaning the instant case is not moot.

B. MPD's Refusal to Bargain or Produce Information

The Union argues that the undisputed facts of the instant case demonstrate that MPD violated the CMPA by categorically refusing to engage in I/E bargaining regarding the COVID-19 vaccination mandate upon timely request by the Union, as well as by refusing to produce relevant and necessary information properly requested by the Union.⁴² The Union further argues that MPD's reliance on clearly erroneous legal positions is not a defense to an unfair labor practice allegation.⁴³ It is undisputed that MPD categorically refused to engage in I/E bargaining upon the Union's timely demand.⁴⁴ MPD further refused to provide materials responsive to the Union's request for information.⁴⁵ MPD does not dispute these assertions, nor does it offer any arguments regarding its refusals aside from asserting that the case is moot.⁴⁶ MPD adopted the position that the COVID-19 emergency rose to a level of urgency that justified suspending management's duty to bargain the impact and effects of implementing the vaccination mandate.⁴⁷

PERB has long held that employers must bargain in good faith with a union that has made a timely demand to bargain over the impact and effects of the implementation of policies and procedures, even where the policy decisions themselves are non-negotiable management rights.⁴⁸ The Board has held that, in the context of I/E bargaining, "an unfair labor practice has been committed when there has been a general request to bargain and a 'blanket' refusal."⁴⁹ The Board has further held that "[w]here there 'exists a duty to bargain over the impact and effects of a

⁴² Union's Brief at 15-18.

⁴³ Union's Brief at 9-15.

⁴⁴ According to facts asserted by the Union and undisputed by MPD: (1) the Union issued a demand to bargain to MPD on January 26, 2022, two days after OLRB issued a memorandum requiring District employees to provide proof of vaccination by February 15, 2022; (2) later on January 26, MPD issued its teletypes reiterating the requirement from OLRB's memorandum; (3) on January 27, 2022, the OLRB Director notified the Union that OLRB had no obligation or intention to bargain with the Union on any matters relating to the COVID-19 vaccine mandate; and (4) On January 27, 2022, MPD notified the Union that it would take the same position on bargaining as OLRB. Union's Brief at 4-5.

⁴⁵ According to facts asserted by the Union and undisputed by MPD, the Union first requested information related to proposed COVID-19 policies on December 21, 2021, the day after the issuance of MO 2021-147. Union's Brief at 2. The Union reiterated its request on January 26, 2022. Union's Brief at 4. On January 27, 2022, MPD responded to the Union's request for information with only a single responsive document—a previously published executive order. Union's Brief at 5.

⁴⁶ *See, generally*, MPD's Brief.

⁴⁷ MPD's Brief at 6.

⁴⁸ *AFGE, Locals 631 and 872, and NAGE, Local R3-06 v. WASA*, 70 D.C. Reg. 6972, Slip Op. No. 1837 at 6, PERB Case No. 22-U-18 (2023); *see also Benchmark Indus.*, 269 NLRB 1096, 1098 (N.L.R.B. 1984) (holding that destruction of manufacturing plant did not justify the employer's failure to bargain impact and effects of plant closure with the certified union).

⁴⁹ *WTU, Local #6 v. DCPS*, 65 D.C. Reg. 7474, Slip Op. No. 1668 at 9, PERB Case No. 15-U-28 (2018).

decision involving the exercise of a managerial prerogative ... categorically refusing to bargain over this aspect is done so at the risk of management.”⁵⁰

Accordingly, the Board finds that MPD committed unfair labor practices in violation of D.C. Official Code §§ 1-617.04(a)(1) and (5) by categorically refusing to bargain in good faith over the impact and effects of its implementation of the vaccination mandate and by failing to provide adequate responses to the Union’s request for information.

C. Relief Requested

The Union specifically requests as relief a Board order directing the Agencies to post notices regarding their unfair labor practices and “detailed” cease and desist orders.⁵¹ The Union further requests the Board overrule Opinion No. 1804, as well as find that “the implementation of any management decisions made pursuant to D.C. [Official] Code § 1-617.08(a), and including implementation of any management decisions made during any emergency of any kind, are subject to impacts [sic] and effects bargaining.”⁵² Finally, the Union requests an award of litigation costs and attorney fees.⁵³

MPD asserts that the Union cannot satisfy the requirements of the Federal Back Pay Act (BPA) for an award of attorney fees.⁵⁴ Under the BPA, eligibility for attorney fees requires a showing that: (1) an employee has undergone an unjustified or unwarranted personnel action as determined by an appropriate authority; and (2) the action resulted in a withdrawal or reduction of all or part of the employee’s pay, allowances, or differentials.⁵⁵ The Board has previously used the test established in *Allen v. U.S. Postal Service*⁵⁶ to determine whether a party is entitled to attorney fees. The five criteria of the *Allen* test are:

⁵⁰ *AFGE, Local 631 v. DGS*, Slip Op. No. 1401 at 5 (citing *Teamsters, Locals 639 and 730 v. DCPS*, 38 D.C. Reg. 96, Slip Op. No. 249, PERB Case No. 89-U-17 (1991)).

⁵¹ Union’s Brief at 18-20, 24-25. While such relief is standard practice when the Board finds a party has committed unfair labor practices, the Union emphasizes the importance of such relief to productive labor-management relations. Union’s Brief at 18-20. The Union further emphasizes the role such notices play in holding agencies accountable, serving as a strong warning against future violations and ensuring that agency employees remain aware of their rights. Union’s Brief at 18-19.

⁵² Union’s Brief at 20, 24. The Board declines to make such a broad and far-reaching finding under the circumstances of the instant case. Further, the Board limits its decisions and orders to the cases or controversies before it. *See AFGE, Local 2725 v. DCRA*, 60 D.C. Reg. 16476, Slip Op. No. 1436 at 3-4, PERB Case Nos. 09-U-24 and 12-U-30 (2013) (holding that the Board is not required to render advisory opinions). Opinion No. 1804 concerned interpretations of the CMPA; it is beyond the scope of this opinion, which addresses MPD’s assertion that the COVID-19 Response Emergency Amendment Act suspended the Agency’s obligation to bargain the impact and effects of implementing a vaccination mandate. *See, generally, AFGE, Local 631 v. OLRCB, et al.*, 69 D.C. Reg. 159, Slip Op. No. 1804, PERB Case No. 22-N-02 (2022).

⁵³ Union’s Brief at 21-25.

⁵⁴ MPD’s Brief at 8-10. MPD further asserts that the Union is ineligible for attorney fees because MPD did not commit an unfair labor practice. Despite the determination, *infra*, that MPD *did* commit unfair labor practices, the Board agrees with MPD’s argument with respect to the BPA.

⁵⁵ *See, e.g., U.S. Dep’t of Defense Dependent Schools*, 54 F.L.R.A. 773 (1998).

⁵⁶ 2 M.S.P.R. 420 (1980).

1. Whether the Agency engaged in a prohibited personnel practice;
2. Whether the Agency action was clearly without merit or wholly unfounded, or the employee is substantially innocent of the charges;
3. Whether the Agency initiated the action in bad faith;
4. Whether the Agency committed a gross procedural error that prolonged the proceeding or severely prejudiced the employee; and
5. Whether the Agency knew or should have known that it would not prevail on the merits when it brought a proceeding.⁵⁷

The Union cannot meet any of the criteria of the *Allen* test. The allegations of the Complaint solely contemplate MPD's refusal to bargain in good faith with the Union or provide an adequate response to the Union's request for information. The Board has, thus far, awarded attorney fees only under authority granted by the BPA, which does not apply to the instant case.

In determining whether to award a party reasonable costs, the Board considers whether: (1) the requesting party was "successful in at least a significant part" of its case; (2) the costs are reasonable; and (3) an award of costs is "in the interest of justice."⁵⁸ The Board has stated that:

... among the situations in which such an award [of costs] is appropriate are those in which the losing party's claim or position was wholly without merit, those in which the successfully challenged action was undertaken in bad faith, and those in which a reasonably foreseeable result of the successfully challenged conduct is the undermining of the union among [represented] employees.⁵⁹

While the Board ultimately does not find MPD's mootness argument compelling, it cannot be said that MPD's position was wholly without merit considering the recent, distinguishable District of Columbia Court of Appeals case addressing mootness.⁶⁰ The Union did not argue that MPD's conduct had a foreseeable result of undermining the Union among the employees it represents. Further, the Board's determination that a party failed to meet its statutory obligation to bargain in good faith does not necessarily lead to the determination that the same party acted in bad faith.

Therefore, the Board declines to award the Union either costs or attorney fees in the instant case.

⁵⁷ *FOP/PSD Labor Comm. v. DGS*, 70 D.C. Reg. 8302, Slip Op. No. 1839 at 6-7, PERB Case No. 18-U-01 (2023) (citing *Allen v. U.S. Postal Service*, 2 M.S.P.R. 420).

⁵⁸ *AFGE, Local 2725 v. DOH*, 59 D.C. Reg. 6003, Slip Op. No. 1003 at 5, PERB Case No. 09-U-65 (2009).

⁵⁹ *Id.*

⁶⁰ *AFGE, Local 872, AFL-CIO v. District of Columbia Public Employee Rel. Board*, 319 A.3d 977, 982 (Aug. 8, 2024).

IV. Conclusion

Upon consideration of the applicable law and the record presented by the parties, the Board finds that MPD violated D.C. Official Code §§ 1-617.04(a)(1) and (5) by refusing to provide responsive information to the Union's request for information and failing to bargain in good faith with the Union regarding the implementation, impact and effects of District COVID-19 proof of vaccination policies.

ORDER

IT IS HEREBY ORDERED THAT:

1. The Metropolitan Police Department shall cease and desist from refusing to bargain in good faith with the D.C. Police Union over the impact and effects of the implementation of management policies created pursuant to D.C. Official Code § 1-617.08(a);
2. The Metropolitan Police Department shall cease and desist from refusing to provide adequate responses to requests for information by the D.C. Police Union;
3. The Metropolitan Police Department shall, within ten (10) days of the issuance of this Decision and Order, post at its facilities copies of the attached notice, marked "Appendix A," both electronically and on all bulletin boards where notices to bargaining unit employees are posted for thirty (30) days;
4. The Metropolitan Police Department shall notify the Board of the posting of the notices within fourteen (14) days of the issuance of this Decision and Order; and
5. 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, Mary Anne Gibbons and Peter Winkler.

September 18, 2025

Washington, D.C.

Appendix A

NOTICE

TO ALL EMPLOYEES AND LABOR ORGANIZATIONS ASSOCIATED WITH THE PERFORMANCE OF WORK AT THE DISTRICT OF COLUMBIA METROPOLITAN POLICE DEPARTMENT: THIS OFFICIAL NOTICE IS POSTED BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD PURSUANT TO THE DECISION AND ORDER IN PERB CASE NO. 22-U-08.

The D.C. Public Employees Relations Board has found that we violated the Comprehensive Management Personnel Act and has ordered us to post, distribute, and obey this notice.

DISTRICT OF COLUMBIA LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union.

Choose a representative to bargain with us on your behalf.

Act together with other employees for your benefit and protection.

Choose not to engage in any of these protected rights.

WE WILL NOT refuse to bargain with the D.C. Police Union, Lodge #2 regarding the impact and effects of the implementation of management policies.

WE WILL NOT refuse to respond to requests for information by the D.C. Police Union, Lodge #2 regarding information relevant and necessary to collective bargaining and the representation of bargaining unit employees.

WE WILL NOT engage in any like or related conduct which interferes with, restrains, or coerces employees in their rights guaranteed under D.C. Code Sec. 1-617.04 (a)(1) and (a)(5).

METROPOLITAN POLICE DEPARTMENT, Employer

Date: _____ By _____

This Notice must remain posted for thirty (30) consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

If employees have any questions concerning this Notice or the Authority's compliance with any of its provisions, they may communicate directly with the D.C. Public Employee Relations Board by U.S. Mail at 899 North Capitol Street, NW, Suite 8600, Washington, D.C. 20002, or by telephone at (202) 727-1822.

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.