



## II. Arbitration Award

### A. Background

The instant arbitration proceedings stemmed from the Union grieving discipline imposed on an individual officer (Grievant) by the Use of Force Review Board (Review Board).<sup>5</sup> The Review Board comprises management officials with the responsibility to review all uses of force by MPD officers that have been investigated by the Internal Affairs Division (IAD).<sup>6</sup> The Arbitrator noted that IAD investigates “[s]erious uses of force,” while “less serious conduct is investigated by the chain of command.”<sup>7</sup> IAD classifies its findings as “Justified,” “Justified Tactical Improvement Opportunity,” and “Unjustified.” The Review Board classifies its findings regarding completed IAD investigations as “unfounded,” “sustained,” “insufficient facts,” or “exonerated.”<sup>8</sup> The Review Board does not conduct its own investigations, but rather sends cases back to IAD where necessary—including when the Review Board determines that the case involves misconduct that was not addressed in the initial investigation.<sup>9</sup> Generally, only the relevant IAD investigator appears as a witness before the Review Board.<sup>10</sup> The officer whose alleged use of force is at issue does not appear as a witness before the Review Board.<sup>11</sup> If the Review Board finds an officer’s use of force was “not justified,” the case is forwarded to the Disciplinary Review Division (DRD) to impose discipline.<sup>12</sup>

The Grievant’s disciplinary proceedings arose from a “social gathering” he hosted at his home on May 9, 2021.<sup>13</sup> The Grievant was in civilian clothes and not on duty at the time.<sup>14</sup> An “incident” occurred between the Grievant and one of his guests that resulted in two on-duty MPD officers being dispatched to the Grievant’s home.<sup>15</sup> These MPD officers used force on the Grievant, who suffered injuries that sent him to the emergency room.<sup>16</sup> IAD investigated both the Grievant and the responding officers.<sup>17</sup> IAD concluded in its August 30, 2021 Final Investigative Report (Report) that “two allegations against [the Grievant] were unfounded and therefore ‘exonerated.’”<sup>18</sup> However, IAD sustained a charge of prejudicial conduct against the Grievant for

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<sup>5</sup> Merits Award at 2.

<sup>6</sup> Merits Award at 2. The Union has a non-voting seat on the Review Board. Merits Award at 2.

<sup>7</sup> Merits Award at 2. The Review Board may also review chain of command investigations and reviews all vehicle pursuits resulting in a fatality. Merits Award at 3.

<sup>8</sup> Merits Award at 3.

<sup>9</sup> Merits Award at 4.

<sup>10</sup> Merits Award at 3.

<sup>11</sup> Merits Award at 3.

<sup>12</sup> Merits Award at 4.

<sup>13</sup> Merits Award at 11.

<sup>14</sup> Merits Award at 11.

<sup>15</sup> Merits Award at 11.

<sup>16</sup> Merits Award at 11.

<sup>17</sup> Merits Award at 11.

<sup>18</sup> Merits Award at 11.

“not being more courteous to the two officers,” which is a misconduct violation.<sup>19</sup> The Report did not cite the Grievant for use of force as he was off duty at the time of the incident.<sup>20</sup>

On September 8, 2021, the Review Board held a hearing regarding IAD’s Report.<sup>21</sup> The Review Board reviewed and sustained the use of force violations against the responding officers.<sup>22</sup> The Review Board further reviewed all non-use of force allegations against the Grievant.<sup>23</sup> On September 9, 2021, the Review Board issued a memorandum with its findings. The Review Board reclassified an allegation that the Grievant assaulted a houseguest from IAD’s finding of “unfounded” to “insufficient facts.”<sup>24</sup> The Review Board further reclassified an allegation that the Grievant assaulted a police officer from IAD’s finding of “exonerated” to “sustained.”<sup>25</sup> The Review Board concurred with IAD’s finding that the Grievant exhibited prejudicial, non-use of force conduct in his lack of courteousness toward the responding officers.<sup>26</sup> Finally, the Review Board sustained two additional violations against the Grievant, neither of which had been presented to the Grievant during IAD’s original investigation; neither of these violations related to use of force allegations.<sup>27</sup> The Grievant did not receive notice or the opportunity to respond to these additional allegations from the Review Board.<sup>28</sup>

DRD issued discipline to the Grievant based on the Review Board’s referral.<sup>29</sup> However, the parties stipulated to the Arbitrator at hearing that the issued discipline was “resolved informally through another proceeding.”<sup>30</sup> However, the Union asserted that the Review Board had unilaterally expanded its own jurisdiction in violation of the “disciplinary practices and procedures” bargained for in the parties’ collective bargaining agreement (CBA) and has the potential to affect any and all bargaining unit members.<sup>31</sup> Accordingly, the grievance arbitration moved forward as a class grievance—rather than a proceeding specifically involving the Grievant—with the Union seeking the remedies that MPD and the Review Board cease-and-desist from violating the CBA.<sup>32</sup>

The Arbitrator sustained the Union’s class grievance, made several cease-and-desist orders, ordered MPD to bargain with the Union over the Review Board’s scope, and ordered the Union to file a petition for attorney fees within thirty (30) days of the issuance of the Merits Award.<sup>33</sup>

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<sup>19</sup> Merits Award at 11.

<sup>20</sup> Merits Award at 11.

<sup>21</sup> Merits Award at 11.

<sup>22</sup> Merits Award at 11.

<sup>23</sup> Merits Award at 11.

<sup>24</sup> Merits Award at 11.

<sup>25</sup> Merits Award at 11.

<sup>26</sup> Merits Award at 11.

<sup>27</sup> Merits Award at 11.

<sup>28</sup> Merits Award at 11.

<sup>29</sup> Merits Award at 12.

<sup>30</sup> Merits Award at 12.

<sup>31</sup> Merits Award at 6-7.

<sup>32</sup> Merits Award at 6.

<sup>33</sup> Merits Award at 14.

On October 10, 2025, the Union submitted its Petition to the Arbitrator.<sup>34</sup> On October 20, 2025, MPD filed its opposition to the Petition (Petition Opposition).<sup>35</sup> On October 24, 2025, the Union filed a reply to the Opposition.<sup>36</sup> On November 13, 2025, the Arbitrator issued the Supplemental Award, granting the Union's Petition and awarding \$68,588.30 in attorney fees to the Union.<sup>37</sup>

On November 20, 2025, MPD filed the instant Request with PERB.

### **B. Arbitrator's Findings**

The Arbitrator originally considered the following issues:

- (1) Whether the grievance must be dismissed on the grounds of untimeliness.
- (2) Whether the grievance may be found to be a class grievance. If so, what shall be the remedy?
- (3) Whether the Department unilaterally expanded the Review Board's jurisdiction to alter and add to the findings and recommendations of the IAD on non-use of force conduct, in violation of Articles 1, 4, 12, 13, and 48 of the CBA. If so, what shall be the remedy?<sup>38</sup>

The Arbitrator found that the Review Board had inappropriately and unilaterally expanded its own jurisdiction in violation of the parties' CBA in such a way that could deprive bargaining unit members of key due process rights.<sup>39</sup> The Arbitrator ordered that:

With respect to its request for an award of its costs and attorneys fees, the Union shall file a written petition within 30 days of issuance of the Award, to be supported by a short brief, not to exceed five pages, stating (a) the grounds for such award and (b) a list of representative awards. The Department shall have the right to file a reply brief within five business days.<sup>40</sup>

In the Supplemental Award, the Arbitrator stated: "[i]t is well-settled, as a fundamental tenet of administrative law and judicial present [sic], that an arbitrator has the authority to impose attorneys' fees incurred in litigation in favor of the prevailing party."<sup>41</sup> The Arbitrator reviewed

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<sup>34</sup> Request at 3. As a technical issue led to a delay of service of the Merits Award to the parties until September 29, 2025, the Union's Petition was timely. Request at 3 (fn. 2).

<sup>35</sup> Request at 3.

<sup>36</sup> Request at 3.

<sup>37</sup> Request at 3.

<sup>38</sup> Merits Award at 2.

<sup>39</sup> Merits Award at 13.

<sup>40</sup> Merits Award at 14-15.

<sup>41</sup> Supplemental Award at 2.

Supreme Court precedent established by *United Steelworkers*,<sup>42</sup> stating that the case affirmed that “arbitrators have full authority to award relief in the form of reinstatement, back pay, restoration of any benefits or seniority as required, and other such relief as is just and proper. This relief includes, in accordance with judicial precedent, the authority to award attorneys’ fees ....”<sup>43</sup>

The Arbitrator rejected MPD’s assertion that attorney fees may only be awarded where back pay has been awarded under the Federal Back Pay Act (BPA).<sup>44</sup> The Arbitrator further rejected MPD’s argument that the award of attorney fees in an arbitration award does not constitute an exception to the American Rule, finding that “the [American] Rule hardly conveys an absolute prohibition against” arbitrators awarding attorney fees to a prevailing party.<sup>45</sup> The Arbitrator relied on the Court’s language in *Jumper*<sup>46</sup> that “*the general principles* of the ‘American [R]ule’ on attorneys’ fees, provides that a prevailing litigant *ordinarily* may not recover attorneys’ fees.”<sup>47</sup> The Arbitrator discussed several statutory exceptions to the American Rule.<sup>48</sup>

The Arbitrator noted, “Although the CBA does not expressly authorize attorneys’ fees to prevailing parties, it is well-settled in cases before PERB, that arbitrators have full authority to fashion [sic] ‘wide latitude and flexibility’ in crafting remedies for CBA violations, so long as the remedy is not expressly limited by the CBA.”<sup>49</sup> The Arbitrator further noted that the Board has explicitly held that Article 19(E)<sup>50</sup> of the parties’ CBA does not preclude an award of attorney fees by an arbitrator and that the District of Columbia Court of Appeals has held that “*nowhere* in the parties’ CBA does it ‘purport to restrict an arbitrator’s power to grant equitable relief.’”<sup>51</sup>

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<sup>42</sup> *United Steelworkers of Am. V. Enter. Wheel & Car Corp.*, 363 U.S. 593, 80 S. Ct. 1358, 4 L. Ed. 2d 1424 (1960).

<sup>43</sup> Supplemental Award at 3.

<sup>44</sup> Supplemental Award at 3.

<sup>45</sup> Supplemental Award at 3. The “American Rule” provides that “a prevailing litigant ordinarily may not recover attorneys’ fees from the defeated party when a case is concluded.” *Jung v. Jung*, 844 A.2d 1099, 1107 (D.C. 2004). Along with statutory exceptions, the American rule has a “bad faith” exception that “allows a court to award attorneys’ fees to the prevailing party if the defeated opponent acted in bad faith, vexatiously, wantonly, or for oppressive reasons ... [t]he party’s bad faith conduct must be so egregious that fee shifting becomes warranted as a matter of equity.” *Id.* However, courts “must scrupulously avoid penalizing litigants for aggressively litigating their claims or discouraging good faith assertions of colorable claims and defenses.” *Id.* at 1108.

<sup>46</sup> *In re Jumper*, 984 A.2d 1232, 1247 (D.C. 2009).

<sup>47</sup> Supplemental Award at 3 (citing *In re Jumper*, 984 A.2d 1232, 1247) (emphasis added by Arbitrator).

<sup>48</sup> These exceptions included Title VII and Age Discrimination in Employment Act, and Americans with Disabilities Act discrimination cases, as well as Family and Medical Leave Act cases. Supplemental Award at 3. The Arbitrator further discussed the National Labor Relations Board’s authority to award attorney fees under the Equal Access to Justice Act when an agency’s position is found “not substantially justified.” Supplemental Award at 3.

<sup>49</sup> Supplemental Award at 3.

<sup>50</sup> Article 19(E)(5)(3) states: “All parties shall have the right at their own expense to legal and/or stenographic assistance at this hearing.” Opposition Ex. B, *Exhibits to MPD’s Opposition to Union’s Petition for Attorney Fees, Ex. 1, Collective Bargaining Agreement Between District of Columbia Government, Metropolitan Police Department and District of Columbia Police Union (Fraternal Order of Police/Metropolitan Police Department Labor Committee)* at 33.

<sup>51</sup> Supplemental Award at 3 (citing *FOP/MPD Labor Comm. v. MPD*, 277 A.3d 1272, 1278, fn. 3 (D.C. 2022)) (emphasis in Supplemental Award).

The Arbitrator stated:

This case involving the Review Board and [the Grievant] presents an unusual twist. Toward such end, my Award in this case does not contain any specific relief to [the Grievant]. Hence, the Department might contend that absent any statutory reliance upon the Back Pay Act, an award of attorney's fees cannot be granted here. However, the Union's underlying grievance in this case, with [the Grievant] as the complaining party, did seek backpay as part of a make whole remedy for him. But backpay was not contained in my Award solely because of a stipulation I received during hearing that the Union and the Department had executed a private settlement of the [Grievant's] matter.<sup>52</sup>

The Arbitrator determined that the status of the case as a class grievance rather than individual provided an additional reason for awarding attorney fees.<sup>53</sup> The Arbitrator noted that the Review Board unlawfully deprived the Grievant of his due process rights and that the nature of the case—including other similarly deprived officers—necessitated the imposition of a class remedy.<sup>54</sup> The Arbitrator stated, “[t]hus, the undeniable import and impact and [sic] of this class relief upon the entire bargaining unit is yet another reason why attorneys’ fees should be granted in this case.”<sup>55</sup>

The Arbitrator reviewed the Petition, including the *Laffey*<sup>56</sup> and *Fitzpatrick*<sup>57</sup> Matrices, and determined that the Union had requested reasonable attorney fees.<sup>58</sup> The Arbitrator decided to use the median amount between *Laffey* and *Fitzpatrick* calculations and, accordingly, awarded the Union \$68,588.30 in attorney fees.<sup>59</sup>

### 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 their 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.<sup>60</sup> MPD requests review on the grounds that the Supplemental Award is contrary to law and public policy.<sup>61</sup>

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<sup>52</sup> Supplemental Award at 4.

<sup>53</sup> Supplemental Award at 4.

<sup>54</sup> Supplemental Award at 4-5.

<sup>55</sup> Supplemental Award at 5.

<sup>56</sup> *Laffey v. Northwest Air Lines*, 523 F. Supp. 354 (D.D.C. 1983).

<sup>57</sup> The *Fitzpatrick* Matrix is published by the U.S. Attorney's Office for the District of Columbia as an alternative to the *Laffey* Matrix “based on market rates for attorneys with similar levels/years of experience who practice in the Washington, D.C. region.” *OAG v. AFSCME, Local 2401, AFL-CIO*, Slip Op. No. 1934 at 3-4, fn. 27, PERB Case No. 25-A-03 (2025).

<sup>58</sup> Supplemental Award at 5-6.

<sup>59</sup> Supplemental Award at 6.

<sup>60</sup> D.C. Official Code § 1.605.02(6).

<sup>61</sup> Request at 3.

#### IV. The Supplemental Award is contrary to law and 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.”<sup>62</sup> However, “courts’ authority to invoke the public policy exception is not limited solely to instances where the arbitration itself violates positive law.”<sup>63</sup> 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.<sup>64</sup>

MPD bears the burden of demonstrating that the Supplemental Award itself violates established law or compels an explicit violation of “well defined public policy grounded in law and or legal precedent.”<sup>65</sup> Furthermore, MPD has the burden to specify “applicable law and public policy that mandates that the Arbitrator arrive at a different result.”<sup>66</sup>

Under the so-called “American Rule,” each party in litigation bears its own attorneys’ fees in the absence of bad faith in the proceedings or unless a statute or public policy permits shifting the cost to the losing party, or shifting the cost would fairly distribute the cost of obtaining a “common fund” or “common benefit.” Although, absent statutory or contractual authorization, it is not customary to award attorneys’ fees against the offending party in private-sector arbitration, a request for attorneys’ fees may be granted for the same reasons as a punitive damage award: bad faith, or egregious, flagrant, willful, and repeated violations of the contract.<sup>67</sup>

MPD asserts that the Supplemental Award is contrary to law and public policy because: (1) the Award violates a well-defined and dominant public policy that, absent a statutory exception or bad faith, attorney fees cannot be awarded in civil matters;<sup>68</sup> (2) United States and District courts apply “the general principles of the ‘American Rule’ on attorneys’ fees[,] which provides that ‘a prevailing litigant ordinarily may not recover attorneys’ fees’”;<sup>69</sup> (3) the Arbitrator does not cite any evidence that MPD operated in bad faith;<sup>70</sup> (4) the Arbitrator did not award back pay;<sup>71</sup> and

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<sup>62</sup> *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)).

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

<sup>64</sup> *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)).

<sup>65</sup> *FEMS v. AFGE, Local 3721*, 51 D.C. Reg. 4158, Slip Op. No. 728, PERB Case No. 02-A-08 (2004).

<sup>66</sup> *MPD v. FOP/MPD Labor Comm.*, 47 D.C. Reg. 717, Slip Op. No. 633 at 2, PERB Case No. 00-A-04 (2000).

<sup>67</sup> ABA/Bloomberg Law, Elkouri & Elkouri: How Arbitration Works, Chapter 18. Remedies in Arbitration.

<sup>68</sup> Request at 3.

<sup>69</sup> Request at 3-5.

<sup>70</sup> Request at 5.

<sup>71</sup> Request at 6.

(5) the Arbitrator relies on misstatements of cited pleadings and authorities to justify his award of back pay.<sup>72</sup>

The Union argues that: (1) MPD failed to meet its burden to show that the Supplemental Award was premised on a misinterpretation of law that was apparent on the face of the award, including failing to show that the American Rule mandated the Arbitrator to reach a different result;<sup>73</sup> and (2) the Supplemental Award is not contrary to arbitrators' wide degree of latitude and flexibility in fashioning remedies.<sup>74</sup>

The Union's assertions regarding the appropriateness of awarding attorney fees in the instant case are unavailing. As noted by MPD, all of the exceptions to the American Rule cited by the Arbitrator are statutory carveouts that explicitly provide authorization to award attorney fees.<sup>75</sup> The Arbitrator suggests the "unusual twist" that the Grievant settled with MPD, and therefore does not receive any individual relief in the Merits Award, does not impact the appropriateness of attorney fees because the Union originally sought back pay in the underlying grievance and because the Arbitrator would have otherwise ordered back pay.<sup>76</sup> The Arbitrator further suggests that the significance of the ruling as a class grievance and the potentially widespread due process violations the ruling seeks to prevent justify an award of attorney fees.<sup>77</sup> However, the widespread impact of an arbitration award is not a relevant factor with respect to the appropriateness of attorney fees.<sup>78</sup>

The Arbitrator asserts that *United Steelworkers* specifically supports the premise that "arbitrators have full authority to award relief in the form of reinstatement, back pay, restoration of any benefits or seniority as required, and other such relief as is just and proper," including "in accordance with judicial precedent, the authority to award attorneys' fees in favor of the prevailing party in arbitration cases."<sup>79</sup> This is a misstatement of both *United Steelworkers* and overall judicial precedent on attorney fees. *United Steelworkers* reinforced that courts should not overturn arbitration awards simply because the court merely disagreed with the arbitrator's construction of the contract, if the court's disagreement is not based upon any finding that an arbitrator did not premise their award on their construction of the contract.<sup>80</sup> *United Steelworkers* emphasized that "[w]hen an arbitrator is commissioned to interpret and apply the collective bargaining agreement, he is to bring his informed judgment to bear in order to reach a fair solution of a problem. This is especially true when it comes to formulating remedies."<sup>81</sup> However, an arbitrator's award "is

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<sup>72</sup> Request at 6-8.

<sup>73</sup> Opposition at 4-5.

<sup>74</sup> Opposition at 5-10. The Union further disputed MPD's assertion that the Arbitrator's attorney fees calculations were unreasonable. Opposition at 10-11. As the Board finds, *infra*, that the Arbitrator's award of attorney fees is contrary to law and public policy, it need not reach the issue of the reasonableness of the Arbitrator's calculations.

<sup>75</sup> Request at 5 (citing Supplemental Award at 3-4).

<sup>76</sup> Supplemental Award at 4.

<sup>77</sup> Supplemental Award at 4-5.

<sup>78</sup> *But see Malik Corp.*, 961 A.2d 1057, 1063.

<sup>79</sup> Supplemental Award at 2-3.

<sup>80</sup> *United Steelworkers*, 363 U.S. 593, 598.

<sup>81</sup> *Id.* at 597.

legitimate only so long as it draws its essence from the collective bargaining agreement. When the arbitrator's words manifest an infidelity to this obligation, courts have no choice but to refuse enforcement of the award."<sup>82</sup>

*United Steelworkers* and other case law cited by the Arbitrator and the Union protect an arbitrator's ability to fashion an equitable remedy including attorney fees where the parties' CBA does not explicitly prohibit an award of attorney fees.<sup>83</sup> However, these cases are distinguishable. The Supreme Court has clearly held that the American Rule goes beyond "general principles" that are "ordinarily" enforced. Rather, "the bedrock principle known as the American Rule" provides that all litigants pay their own attorney fees, win or lose, "unless a statute or contract provides otherwise."<sup>84</sup> The Supreme Court has rejected the creation of an exception to the American Rule "in the absence of express congressional authority."<sup>85</sup> While the parties' CBA here does not expressly bar an award of attorney fees under appropriate circumstances, neither does it independently authorize such an award. Further, none of the statutory exceptions to the American Rule apply to the instant Awards, and the Arbitrator did not purport to rely on any statute that provides such an exception. In fact, the Arbitrator explicitly states that he did not award any back pay. As such, *all* of the cited precedent is distinguishable as involving invocations of the BPA or other statutory exceptions.<sup>86</sup>

MPD asserts that both United States and District caselaw have adopted the American Rule as a public policy supported by extensive caselaw.<sup>87</sup> The Union argues that: (1) the American Rule is not a well-defined and dominant public policy;<sup>88</sup> and (2) the Supplemental Award does not violate any public policies underlying the American Rule.<sup>89</sup> MPD provides significant legal support to its argument that the American Rule is a well-defined and dominant policy grounded in law.<sup>90</sup> Further, the Union's argument fails in that the Supplemental Award clearly violates the public policy underlying the American Rule because it grants attorney fees under circumstances in which *none* of the exceptions to the Rule apply.

Therefore, the Board finds that the Remand Award is contrary to law and public policy.

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<sup>82</sup> *Id.*

<sup>83</sup> *Id.*; see also *DOC v. FOP/DOC Labor Comm.*, 60 D.C. Reg. 14972, Slip Op. No. 1381 at 4, PERB Case No. 10-A-14(a) (2013) (concluding that an arbitrator based her award on reasonable interpretation of the parties' CBA, the arbitrator's grant of authority, and the relevant laws, regulations, and case law, including the BPA); *FOP/MPD Labor Comm. v. MPD*, 67 D.C. Reg. 11476, Slip Op. No. 1759 at 2, PERB Case No. 20-A-08 (2020); *Fraternal Order of Police/Metro. Police Dep't Labor Comm. v. D.C. Metro. Police Dep't*, 277 A.3d 1272, 1278 n. 3 (D.C. 2022).

<sup>84</sup> *Hardt v. Reliance Standard Life Ins. Co.*, 560 U.S. 242, 253 (May 24, 2010).

<sup>85</sup> *Summit Valley Indus. Inc. v. Local 112, United Broth. of Carpenters & Joiners of Am.*, 456 U.S. 717, 724-25 (1982); *F. D. Rich Co., Inc. v. U. S. for Use of Indus. Lumber Co., Inc.*, 417 U.S. 116, 127 (1974).

<sup>86</sup> Supplemental Award at 3.

<sup>87</sup> Request at 5-6.

<sup>88</sup> Opposition at 11-12.

<sup>89</sup> Opposition at 13.

<sup>90</sup> Request at 3-8.

**V. Conclusion**

The Board accepts MPD's arguments and finds cause to set aside the Award. Accordingly, the Request is granted.

**ORDER**

**IT IS HEREBY ORDERED THAT:**

1. The arbitration review request is granted;
2. The Supplemental Award is set aside; and
3. 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 Members Renee Bowser, Mary Anne Gibbons and Douglas Warshof.

**February 19, 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 is issued to file an appeal.