Government of the District of Columbia
Public Employee Relations Board

In the Matter of:	)	
District of Columbia Metropolitan Police Department,	)	
Petitioner,	)	PERB Case No. 05-A-03
and	)	Opinion No. 814
Fraternal Order of Police/Metropolitan Police Department Labor Committee (on behalf of Miguel Montanez),	)	
Respondent.	)	

DECISION AND ORDER

I. Statement of the Case

The District of Columbia Metropolitan Police Department ("MPD" or "Agency") filed an Arbitration Review Request ("Request") in the above-captioned matter. MPD seeks review of an arbitration award ("Award") which rescinded the termination of Miguel Montanez ("Grievant"), a bargaining unit member. Specifically, the Arbitrator found that MPD violated the 55-day rule contained in Article 12, Section 6 of the parties' collective bargaining agreement ("CBA"). As a result, the Arbitrator ordered MPD to reinstate the Grievant with full back pay and benefits.

MPD contends that the: (1) Arbitrator was without authority to grant the Award; and (2) Award is contrary to law and public policy. The Fraternal Order of Police/Metropolitan Police Department Labor Committee ("FOP" or "Union") opposes the Request.

The issue before the Board is whether "the award on its face is contrary to law and public policy" or whether "the arbitrator was without or exceeded his or her jurisdiction...." D.C. Code §1-605.02(6) (2001 ed).

II. Discussion

On November 11, 2001, the Grievant was off duty and was a patron at the Bravo Bravo Nightclub located at 1000 Connecticut Avenue, N.W., Washington, D.C. MPD alleges that at approximately 4:30 a.m., police officers from the First District arrived at the nightclub to respond to a call of "an alleged assault upon Ms. Sandra Chumpitaz, a patron of the Club." (Request at p. 2). MPD asserts that the Grievant "falsely represented himself as an eyewitness to an altercation. . . inside the Bravo Bravo Nightclub, involving [the Grievant's] girlfriend, Ms. Marisol Salgado." (Award at p. 4) In addition, MPD claims that the Grievant "provided false and exculpatory accounts to two different officers investigating the alleged assault, [in order to prevent Ms. Salgado from being arrested. Furthermore, MPD contends that when the Grievant was] asked to supply a written statement, [he] failed to do so and left the scene." (Request at pgs. 2-3). Subsequently, the Grievant was interviewed by an officer from the Office of Internal Affairs. MPD asserts that during this interview the Grievant "knowingly made a false statement when he denied making the aforementioned statements at the scene of the incident." (Request at p. 3)

In light of the above, on September 29, 2003, MPD issued a Notice of Proposed Adverse Action proposing the Grievant's termination. "[The] Grievant was notified of the proposed action on September 29 and advised that if he sought a departmental hearing, it would be held on November 4, 2003. . . [In addition, the Grievant was] directed to respond to the notice with[in] 21 days and to include in his response whether he wanted a departmental hearing. By letter dated October 1, 2003, [the] Grievant notified [MPD] that he elected to have a departmental hearing." (Award at p. 5)

On November 4, 2003, MPD convened an Adverse Action Panel ("Panel"). On December 18, 2003, the Panel issued its decision and recommended that the Grievant be terminated. In reaching that recommendation the Panel indicated that it considered the *Douglas* factors.[1]

Specifically, the Panel concluded that the "[Grievant's]'misconduct was a violation of public safety and other trusts necessary' for an MPD officer and determined that the decision to remove [the] Grievant was consistent with decisions in similar matters and was within [MPD's] recommended table of penalties for the specific violations." (Award at p. 6)

The final notice of adverse action was issued on December 18, 2003, finding the Grievant "guilty of the Charge and Specification as outlined in the Panel's" findings, conclusions and recommendations. The Grievant's removal was to become effective on January 23, 2003. Subsequently, on December 28, 2003, the Grievant appealed the final decision to Chief of Police Ramsey. Chief Ramsey responded on January 12, 2004, denying the appeal. As result, FOP invoked arbitration on behalf of the Grievant.

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[1]Douglas v. Veterans Administration, 5 MPSR 280 (1981).

At arbitration FOP argued that MPD violated Article 12, Section 6 of the parties' CBA in that it did not issue its decision within 55 days of the date that the Grievant elected to have a departmental hearing. FOP indicated that Article 12, Section 6 of the parties' CBA provides in pertinent part, that an employee "shall be given a written decision and the reasons therefore no later than ... 55 days after the date the employee is notified in writing of the charges or the date the employee elects to have a departmental hearing." (Award at p. 6, emphasis in original.) FOP asserted that "[i]n this case [the] Grievant was notified of the proposed action on September 29 and was advised that the departmental hearing, if sought, would be held on November 4. [Furthermore, FOP claimed that by] letter dated October 1, 2003, [the] Grievant, through counsel, notified [MPD] that he elected to have a departmental hearing. At the close of the November 4 proceeding, Chairman Dandridge stated that the transcript would be available on November 12 and that findings were due on December 12. . . . The final notice of adverse action was issued on December 18, 2003.. . . The notice provided [that the] Grievant could appeal the action to the Chief of Police within ten days. By letter dated December 28, [the Grievant] submitted his appeal. [Thereafter,] on January 12, 2004, Chief of Police Ramsey acknowledged receipt of the final appeal on December 29 and denied the appeal." (Award at p. 6) Consistent with Article 12, Section 6 of the parties' CBA, FOP asserted that MPD was required to issue its final decision by November 25th which is 55 days from October 1st, the date of the Grievant's letter to MPD in which he elected to have a departmental hearing. In view of the above, FOP claimed that MPD committed harmful procedural error because the notice of final decision was issued on December 18th. Specifically, FOP argued that the notice of final decision was issued 78 days from the October 1st notification. As a result, FOP opined that the Grievant should be reinstated with full back pay and benefits.

MPD countered "that the day after the hearing, November 5, should be recognized as the first day of the 55 day limit, requiring a decision by December 29, which would result in the issuance of a timely final decision. In the alternative, [MPD asserted] that [the] Grievant waived his rights to the 55 day limit when he did not state an objection to [MPD's] statement that findings were due December 12, recognizably after the 55 day limit by the Grievant's counting. In addition, [MPD argued] that any potential violation caused harmless error, limiting an arbitrator's authority to providing only back pay or a delay in termination." (Award at p. 7) In an Award issued on December 27, 2004, the Arbitrator rejected MPD's argument by noting the following:

> In reviewing Article 12 as a whole, and Section 6 in particular, as well as the arguments of the parties, the Arbitrator concludes that the phrase 'the date the employee elects to have a departmental hearing' is the date that the employee requests a hearing, in this case on October 1. The employee did not choose or elect the hearing date of November 4. That date was set by the Agency. If the language of the provision had been 'agreed' to a hearing date or 'confirmed' a hearing date, the outcome might be different. But here, the provision requires that the time begins to run when the employee 'elects' to have a departmental hearing. . .Accordingly, the starting date for the 55 day limit is October 1, which requires

> that a final decision [be] issued by November 25. . . [Also,] the Agreement states that '[t]he employee shall be given a written decision ...'.[Therefore,] the question becomes whether the word 'shall' is mandatory or directory. The word 'shall' has been interpreted numerous times, and although there have been some exceptions, 'shall' has most often been defined as 'mandatory'. . . [For the reasons noted above,] the decision, issued on December 18, was not within the required time limit. (Award at p. 8)

Having concluded that MPD was required to issue a decision by November 25th, the Arbitrator considered MPD's claim "that even if the Arbitrator accepts the Union's interpretation of when the decision was to be issued, the Grievant waived his right to have the decision issued in that time frame because he did not object to Chairman Dandridge's statement that the findings were due on December 12, a date beyond the 55 days as calculated by the Union and determined upheld by the Arbitrator." (Award at p. 8) Relying on Huron County, Mich., Bd. of Commissioner & Sheriff, 114 LA 487 (Sugerman, 2000), the Arbitrator indicated that "[u]nder the circumstances in this matter, there must be . . . 'clear evidence' of a waiver. [However, she found that FOP] gave no such waiver, and therefore [the] Grievant cannot be penalized for failing to assert his objection to the December 12 date at the proceeding". (Award at p. 9) Therefore, the Arbitrator determined that MPD's claim that the Grievant waived his right to have a decision issued within 55 days, lacked merit.

Finally, the Arbitrator addressed MPD's assertion that the delay in issuing the decision amounted to harmless error. The Arbitrator ruled that "[t]he [CBA's] language renders the requirement to notify [the] Grievant of its decision within 55 days from the date he requested the hearing as mandatory. Under these circumstances, the question of whether [the] Grievant was harmed by the delay need not be determined. It is not required by the parties' Agreement." (Award at p. 10)

MPD takes issue with the Award. Specifically, MPD argues that the: (1) Arbitrator was without authority to grant the Award and (2) Award is contrary to law and public policy. (See Request at p. 2).

In support of this argument, MPD cites the Notice of Adverse Action which the Grievant received on September 30, 2003. MPD claims that the September 30th Notice provides as follows:

> Upon receipt of this notice, you have 21 days to submit, in writing, a response to this proposal. Your response must indicate whether you desire to have a departmental hearing. Should you elect to have a hearing, a three member Panel will hear the evidence in support of the charge(s) on November 4, 2003, 0900 hour, in Room 5064, 300 Indiana Avenue, N.W., in the District of Columbia. (Request at p. 5)

MPD asserts that "[i]t is the Employer's position that it timely served the Employee with the decision on December 18, and did not violate the 55-day rule because the 55-day period only began to run from November 4, 2003 - 'the date [the] [E]mployee elect[ed] to have a departmental hearing' and ended December 29, 2003. [Also, MPD claims that] [i]t should be noted that at the conclusion of the hearing, the Chairman stated that the transcript would be available on November 12, and the findings of fact were due on December 12. [Therefore, MPD contends that,] [i]t was at that time that [the] Grievant should have objected to [the] December 12 date as being in violation of the 55-day rule, which he did not do. Accordingly, [MPD claims that the] Grievant waived his objection that the Employer violated the 55-day provision." (Request at pgs. 5-6)

In addition, MPD asserts that the "Grievant was not prejudiced by the alleged 55-day rule. [Specifically,] [h]e benefitted by the delay because he was able to remain on the MPD payroll for an additional period of time awaiting the decision on his adverse action hearing. [Furthermore, MPD contends that] assuming the agency violated the 55-day rule, it is well settled that in considering an agency proceeding in which error has been committed, the rule of prejudicial error may be invoked by the reviewing tribunal. . . [MPD also claims that,] there is nothing in the instant record that would show that [the] [Grievant's rights were impaired by the agency issuing a decision in violation of the 55-day rule. Accordingly, [MPD opines that the] rule of harm[less] error should apply and the [A]rbitrator's decision to rescind the termination should be set aside." (Request at pgs. 6-7)

Based on the above and the Board's statutory basis for reviewing arbitration awards, MPD contends that the Arbitrator was without authority to grant the Award. We disagree.

MPD's arguments are a repetition of the position it presented to the Arbitrator. As a result, we believe that MPD's ground for review only involves a disagreement with the arbitrator's interpretation of Article 12, Section 6 of the parties' CBA. Moreover, MPD merely requests that we adopt its interpretation and remedy for its violation of the above-referenced provision of the CBA. Specifically, MPD asserts that the arbitrator miscalculated the 55-days and that the proper remedy for a violation of the 55-day rule should be "postponement of the termination during which time the employee [is] paid." (Request at p. 8.)

MPD's argument that the Arbitrator misapplied the 55 days is merely a disagreement with the arbitrator's interpretation of the CBA. Article 12, Section 6 requires that MPD give a written decision fifty-five (55) days after "the date the charges are preferred or the date that [the] employee elects to have a departmental hearing." (Award at p. 2). MPD contends that the triggering event occurred on November 4, 2003, the date that the Grievant agreed the departmental hearing would begin and not October 1, 2003, the date the Grievant requested a departmental hearing. However, the Arbitrator interpreted the phrase "the date the employee elects to have a departmental hearing" as October 1, 2003, the date that the Grievant requested the departmental hearing. (Award at p. 8, emphasis added). In making her Award, the Arbitrator recognized that had the language of the provision been "agreed" or "confirmed" instead of "elects," the result may have been different. Id. MPD's argument therefore merely

represents a disagreement with the interpretation of Article 12, Section 6 of the parties' CBA and does not provide a sufficient basis for concluding that the Arbitrator exceeded her jurisdiction.[2]

Also, MPD argues that the Arbitrator exceeded her authority in finding that FOP did not waive its objection that MPD violated the 55-day rule. (Request at 5-6). MPD contends that FOP's failure to object to the December 12, 2003 date that "findings of fact" would be due, constituted a waiver of FOP's 55-day rule argument. (Request at 5). However, MPD's argument merely reflects a disagreement with the Arbitrator's interpretation of Article 19, Section 5(2) of the parties' CBA. Article 19, Section 5(2) states that:

> The parties to the grievance or appeal shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. (Award at p. 3)

Arbitrator Hochhauser interpreted this provision to require "only that all issues that will be raised at an arbitration be disclosed prior to arbitration" (Award at p. 9). The Arbitrator found that FOP satisfied this provision because "the Union notified [the] Agency in writing of its intention to raise [the 55 day violation] prior to the arbitration." Id. The Arbitrator also found that there must be "clear evidence of a waiver" by the FOP, of which none existed. (Award at p. 9). Once again MPD merely disagrees with the Arbitrator's interpretation of the CBA and requests that we substitute their interpretation for that of the Arbitrator's. We decline to do. The Arbitrator was within her authority to find that FOP did not waive its objection to the 55-day rule violation.

MPD further argues that the arbitrator exceeded her authority in rescinding the Grievant's termination for MPD's violation of Article 12, Section 6. Specifically, MPD contends that the plain language of Article 12, Section 6 of the CBA, does not impose a penalty for noncompliance with the 55-day rule. Therefore, by imposing a penalty where none was expressly stated or intended, MPD asserts that the Arbitrator added to and modified at least one provision of the CBA in violation of Article 19 E, Section 5, Subsection 4 of the parties' CBA. (See, Request at p. 7) In addition, MPD claims that the Arbitrator issued an award that not only conflicts with the express terms of the agreement, but also imposes additional requirements not expressly provided for in the agreement. Also, relying on Metropolitan Police Department v. District of Columbia Public Employee Relations Board, D.C. Sup. Ct. No. 01 MPA 19 (September 11, 2002), MPD argues that the Arbitrator violated her authority. (Request at p. 8). We disagree. Specifically, we find that Arbitrator Hochhauser was within her authority to

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[2]We have previously held that, "disagreement with the Arbitrator's calculation of the 55-day time limit is not a sufficient basis for concluding that an Award is contrary to law and public policy or that the arbitrator exceeded his jurisdiction." *District of Columbia Metropolitan Police Department v. Fraternal Order of Police, Metropolitan Police Department Labor Committee*, 47 DCR 5313, Slip Op No. 625, PERB Case No. 00-A-01 (2000); *District of Columbia Metropolitan Police Department v. Fraternal order of Police, Metropolitan Police Department Labor Committee*, 31 DCR 4159, Slip Op No. 85, PERB Case No. 84-A-05 (1984)). (emphasis in original)

rescind the Grievant's termination to remedy MPD's violation of the CBA. We have held that an arbitrator's authority is derived "from the parties' agreement and any applicable statutory and regulatory provision'." D.C. Department of Public Works and AFSCME, Local 2091, 35 DCR 8186, Slip Op. No. 194, PERB Case No. 87-A-08 (1988). In addition, we have found that an arbitrator does not exceed his authority by exercising his equitable power, unless it is expressly restricted by the parties' collective bargaining agreement. [3] See, District of Columbia Metropolitan Police Department and Fraternal Order of Police/MPD Labor Committee, 39 DCR 6232, Slip Op. No. 282, PERB Case No. 92-A-04 (1992). Furthermore, the

> Supreme Court held in *United Steelworkers of America v. Enterprise Wheel & Car Corp.* 363, U.S. 593, 597 (1960), that arbitrators bring their "informed judgment" to bear on the interpretation of collective bargaining agreements, and that is "especially true when it comes to formulating remedies." [Also,] [t]he. . . courts have followed the Supreme Court's lead in holding that arbitrators have implicit authority to fashion appropriate remedies for violations of collective bargaining agreements.
> (See, Metropolitan Police Department v. Public Employee Relations Board, D.C. Sup. Ct. No. 04 MPA 0008, at p. 6, (May 13, 2005)

In the present case, MPD does not cite any provision of the parties' collective bargaining agreement that limits the Arbitrator's equitable power.

Therefore, once the Arbitrator concluded that MPD violated Article 12, Section 6 of the parties' CBA, she also had the authority to determine what she deemed to be the appropriate remedy. Contrary to MPD's contention, Arbitrator Hochhauser did not add to or subtract from the parties' CBA but merely used her equitable power to formulate the remedy, which in this case was rescinding the Grievant's termination. Thus, Arbitrator Hochhauser acted within her authority.

We have held that "[b]y agreeing to submit the settlement of [a] grievance to arbitration, it [is] the Arbitrator's interpretation, not the Board's, that the parties have bargained for." University of the District of Columbia and University of the District of Columbia Faculty Association, 39 DCR 9628, Slip Op No. 320 at p. 2, PERB Case No. 92-A-04 (1992). In addition, we have found that by submitting a matter to arbitration, "the parties agree to be bound by the Arbitrator's interpretation of the parties' agreement...as well as his evidentiary findings and conclusions..." Id. Moreover, "[this] Board will not substitute its own interpretation or that of the Agency for that of the duly designated arbitrator." District of Columbia Department of Corrections and International Brotherhood of Teamsters, Local Union 246, 34 DCR 3616, Slip Op. No. 157 at p. 3, PERB Case No. 87-A-02 (1987). In the present case, the parties submitted their dispute to an Arbitrator and MPD's disagreement with the Arbitrator's interpretation of the language in Article 12, Section 6 of the parties' CBA is not grounds for reversing the Arbitrator's Award. See, Metropolitan Police Department v. Public Employee

[3] We note that if the Petitioner had cited a provision of the parties' collective bargaining agreement that limits the Arbitrator's equitable power, that limitation would be enforced.

Relations Board, D.C. Sup. Ct. No. 04 MPA 0008 (May 13, 2005)) and Metropolitan Police Department v. Public Employee Relations Board, D.C. Sup. Ct. No. 01 MPA 18 (September 17, 2002).

As a second basis for review, MPD claims that the Award is on its face contrary to law and public policy. (Request at p. 2). For the reasons discussed below, we disagree.

The possibility of overturning an arbitration decision on the basis of public policy is an "extremely narrow" exception to the rule that reviewing bodies must defer to an arbitrator's ruling. "[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." American Postal Workers Union, AFL-CIO v. United States Postal Service, 789 F. 2d 1, 8 (D.C. Cir. 1986). Also, a petitioner must demonstrate that the arbitration award "compels" the violation of an explicit, well defined, public policy grounded in law and or legal precedent. See, United Paperworkers Int'l Union, AFL-CIO v. Misco, Inc., 484 U.S. 29 (1987). Furthermore, the petitioning party has the burden to specify"applicable law and definite public policy that mandates that the Arbitrator arrive at a different result." MPD and FOP/MPD Labor Committee, 47 DCR 717, Slip Op. No. 633 at p. 2, PERB Case No. 00-A-04 (2000). Also see, District of Columbia Public Schools and American Federation of State, County and Municipal Employees, District Council 20, 34 DCR 3610, Slip Op. No. 156 at p. 6, PERB Case No. 86-A-05 (1987).

In the present case, MPD asserts that the Award is on its face contrary to law and public policy. Specifically, MPD argues that the Award violates the "prejudicial error" rule specified in D.C. Code 2-510(b), case law interpreting the Civil Service Reform Act, and the Civil Service Reform Act itself. (Request at p. 6-7) However, the Award does not violate the law and public policy referenced in MPD's authorities.

MPD relies on D.C. Code 2-510(b) which permits a reviewing court to apply the "prejudicial error" rule. D. C. Code §2-510(b)(2001 ed.). However, the Arbitrator's Award does not compel the violation of this section of the D.C. Code. MPD's cited section is outside the Comprehensive Merit Personnel Act ("CMPA") which governs this case. The Board's jurisdiction and review of arbitration awards is limited by the CMPA. The CMPA itself has no provision requiring or permitting this Board to apply the "prejudicial error" rule." See, D.C. Code §1-601(2001 ed.) et seq. As such, the Award does not violate D.C. Code 2-510(b) or the CMPA which does not contain a "prejudicial error" rule.

Additionally, MPD relies on Schapansky v. Dep't of Transp., FAA[4] and Shaw v. Postal Service[5] which apply a "procedural error" requirement regarding the Civil Service Reform Act ("CSRA")[6]. MPD argues that only "harmful procedural errors may vitiate an agency action." 5

[4] 735 F.2d 477 (Fed. Cir. 1984).

[5] 697 F.2d 1078 (Fed. Cir. 1983).

[6] U.S.C. §7701(c)(2)(A).

U.S.C. §7701(c)(2)(A), (Request at p. 6). However, the CSRA's "procedural error" requirement is not applicable to this case because this requirement applies to federal employees who are covered by the CSRA and not employees of the District of Columbia.[7] Having no application to employees of the District of Columbia, section 7701 cannot be violated by the arbitrator's Award, and thus, the Award is not contrary to Schapansky, Shaw, or section §7701(c)(2)(A) of the Civil Service Reform Act.

Furthermore, the Arbitrator had authority to interpret the parties' Agreement, and thus, the Board must view the arbitrator's interpretation of the contract as if the parties had included that interpretation in their agreement. See, Eastern Associated Coal Corp. v. United Mine Workers of America, Dist. 17, 531 U.S. 57, 62 (2000). With no showing that the Agreement, as interpreted by the arbitrator, would run contrary to D.C. Code 2-510(b), Schapansky and Shaw, or section 7701(c)(2)(A) of the Civil Service Reform Act, MPD's argument fails to provide a basis to vacate the Arbitrator's Award.

We find that MPD has not cited any specific law or public policy that was violated by the Arbitrator's Award. Thus, MPD has failed to point to any clear public policy or law that the Award contravenes. Instead, MPD is requesting that we adopt their findings and conclusions. Therefore, it is clear that MPD's argument involves a disagreement with the Arbitrator's ruling. As previously noted, we have held that a "disagreement with the Arbitrator's interpretation...does not make the award contrary to law and public policy." AFGE, Local 1975 and Dept. of Public Works, 48 DCR 10955, Slip Op. No. 413, PERB Case No. 95-A-02 (1995). In conclusion, MPD has the burden to specify "applicable law and public policy that mandates that the Arbitrator arrive at a different result." MPD and FOP/MPD Labor Committee, 47 DCR 717, Slip Op No. 633 at p. 2, PERB Case No. 00-A-04 (2000). In the present case, MPD failed to do so.

In view of the above, we find that there is no merit to either of MPD's arguments. Also, we believe that the Arbitrator's conclusions are based on a thorough analysis and cannot be said to be clearly erroneous, contrary to law or public policy, or in excess of her authority under the parties' collective bargaining agreement. Therefore, no statutory basis exists for setting aside the Award.

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[7]5 U.S.C. §7701 is not included among the provisions listed in D.C. Code §1-632.02 and thus does not apply to employees of the District of Columbia. See Newsome v. District of Columbia, 859 A.2d 630, 633 (D.C. 2004)(provisions of the CSRA not listed in D.C. Code §1-632.02 do not apply to employees of the District of Columbia hired prior to or after the effective date of the CMPA).

ORDER

IT IS HEREBY ORDERED THAT:

(1) The Metropolitan Police Department's Arbitration Review Request is denied.

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

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD
Washington, D.C.

January 9, 2006

CERTIFICATE OF SERVICE

This is to certify that the attached Decision and Order in PERB Case No. 05-A-03 was transmitted via Fax and U.S. Mail to the following parties on this the 9th day of January 2006.

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