

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:)	
)	
)	
District of Columbia Department of General Services)	
)	
Petitioner)	PERB Case No. 23-A-02
)	
v.)	Opinion No. 1842
)	
Fraternal Order of Police/ Protective Services Division Labor Committee)	
)	
)	
Respondent)	

DECISION AND ORDER

I. Statement of the Case

On March 28, 2023, the District of Columbia Department of General Services (DGS) filed an arbitration review request (Request) pursuant to the Comprehensive Merit Personnel Act (CMPA), seeking review of an arbitration award (Award) dated March 7, 2023. The Award sustained a grievance filed by the Fraternal Order of Police/Protective Services Division Labor Committee (Union) over DGS’s implementation of a unit-wide 12-hour shift schedule for Protective Services Division (PSD) uniformed personnel. DGS seeks review on the grounds that (1) the Award is contrary to law and public policy; and (2) the Arbitrator exceeded his jurisdiction. The Union filed an Opposition, asking the Board to deny the Request.

Upon review of the Arbitrator’s conclusions, applicable law, and the record presented by the parties, the Request is granted for the reasons stated herein.

II. Arbitration Award

A. Background

On March 17, 2020, the Council of the District of Columbia enacted the COVID-19 Emergency Act, temporarily amending the District of Columbia Public Emergency Act to grant

the Mayor broad personnel powers to address the effects of the COVID-19 pandemic.¹ On January 6, 2021, the Mayor issued Emergency Order 2021-003, authorizing the District government to implement emergency measures in response to insurrection at the U.S. Capitol.²

On January 29, 2021, DGS sent an email to PSD employees providing a 48-hour notice of its intent to implement a new 12-hour shift schedule.³ The next day, the Union responded with a demand to bargain and a request that DGS maintain the status quo until the conclusion of bargaining.⁴ DGS took the position that the District was in a state of emergency and that it had to move forward with implementing this emergency change of schedule.⁵ On January 31, 2021, DGS effectuated the 12-hour shift schedule without bargaining with the Union.⁶

On February 4, 2021, the Office of Labor Relations and Collective Bargaining (OLRCB) sent dates to the Union in order to schedule an impact and effects bargaining session.⁷ The parties held a bargaining session on February 8, 2021.⁸ After the meeting, the Union presented a grievance that included a list of the Agency's violations and a list of the negative impacts bargaining members were subjected to due to the Agency's 12-hour shift schedule.⁹ The Union requested that the Agency rescind the new shift schedule.¹⁰ OLRCB denied the request, citing the emergency and the approval granted by the Assistant City Administrator as support for its decision.¹¹ OLRCB further rejected the Union's request that DGS pay each unit member overtime for each hour worked in excess of 8 hours for each 12-hour shift.¹²

Thereafter, the Union filed a grievance, resulting in the arbitration which is the subject of this matter.¹³

¹ COVID-19 Response Emergency Amendment Act of 2020 ("COVID-19 Emergency Act"), D.C. Act 23-247 § 301(a), 67 D.C. Reg. 3093 (amending D.C. Official Code § 7-2304) (March 17, 2020); D.C. Code § 7-2304(b)(16) (effective October 9, 2020); *see also* *OLRCB v. PERB*, Case No. 2020 CA 003086 P(MPA) at 2 (D.C. Super Ct. September 29, 2021). On October 9, 2020, the D.C. Council extended the COVID-19 Emergency Act's temporary amendment of D.C. Code § 7-2304 to remain in effect until March 16, 2021. D.C. Law 23-130, 67 D.C. Reg. 8622 (Oct. 9, 2020).

² Office of the Mayor, Order No. 2021-003, Extension of Public Emergency, 68 D.C. Reg. 588 (effective Jan. 6, 2021). Emergency Order 2021-003 remained in effect until January 21, 2021. On January 15, 2021, the D.C. Council authorized this state of emergency to be extended to Friday, February 5, 2021. D.C. Act 24-1, 68 D.C. Reg. 001525 (amending D.C. Official Code § 7-2306) (effective Jan. 15, 2021).

³ Award at 5.

⁴ Award at 5.

⁵ Award at 6 (quoting Joint Exhibit 8).

⁶ Award at 5-6.

⁷ Award at 6.

⁸ Award at 6.

⁹ Award at 7.

¹⁰ Award at 7.

¹¹ Award at 7.

¹² Award at 7.

¹³ Award at 8.

B. Arbitrator's Findings

Based on the parties' stipulations, the Arbitrator considered the following issues:

1. Whether the manner in which DGS implemented the unit-wide 12-hour shift schedule from January 29, 2021 through June 2021, constituted a violation of the parties' Compensation Agreement and/or the Collective Bargaining Agreement;
2. Whether DGS failed to bargain with the Union in good faith over the implementation of the 12-hour shift schedule;
3. Whether DGS failed to pay the amount of overtime wages owed under the parties' Compensation Agreement?
4. If so, what should be the remedy?¹⁴

The Arbitrator made the following determinations.

1. DGS failed to adhere to the required notice period for bargaining under the CBA and the Compensation Agreement.

The Arbitrator found that the parties' CBA clearly specified that DGS must notify a Union employee at least 10 calendar days in advance of any proposed change to the employee's work schedule.¹⁵ The Arbitrator determined that the parties did not dispute that DGS failed to adhere to the required notice period under the CBA.¹⁶

The Arbitrator noted that, the only way in which DGS would be permitted to escape this 10-day notice requirement would be to demonstrate that the scheduling change was in response to a declared "emergency or unforeseen operational demand."¹⁷ The Agency argued that there was an increased demand for PSD uniformed personnel, as a result of "the events surrounding the Presidential Inauguration and the insurrection at the US Capito[l]," to support the mandatory 12-hour shift schedule.¹⁸ In response to this emergency, the Agency argued that the D.C. National Guard "announced its emergency/elevated activation of troop personnel and in turn demanded that PSD provide additional support by increasing the number of officers at the DC Armory."¹⁹ The Agency also argued that the COVID-19 emergency was an additional factor for implementing the emergency 12-hour shift schedule.²⁰

¹⁴ Award at 2.

¹⁵ Award at 9 (citing Joint Exhibit 1 at 20).

¹⁶ Award at 9.

¹⁷ Award at 9.

¹⁸ Award at 9 (citing Joint Exhibit 14 at 3).

¹⁹ Award at 9 (citing Joint Exhibit 14 at 3).

²⁰ Award at 10.

The Arbitrator determined that no emergency or unforeseen demand existed on January 31, 2021.²¹ The Arbitrator noted that the Mayor's Emergency Order 2021-003 clearly expired on January 21, 2021, proving that there was no emergency at the time that the 12-hour shifts were initially proposed on January 29, 2021.²² Additionally, the Arbitrator found that DGS's argument, that the COVID-19 emergency was a factor for implementing the emergency 12-hour shift schedule, was without merit.²³

The Arbitrator found that DGS failed to rescind the new 12-hour shift schedule despite receiving ample warning and instruction from the Union to do so.²⁴ Therefore, the Arbitrator determined that DGS's actions were a clear violation of the CBA.²⁵

The Arbitrator further found that DGS violated the parties' Compensation Agreement by implementing the 12-hour shift schedule without first negotiating with the Union.²⁶ The Arbitrator determined that DGS was obligated to pay overtime to each affected PSD employee whose daily work schedule was altered from 8 hours to 12 hours, irrespective of whether or not there was an emergency allowing DGS to bypass the required pre-implementation notice of the scheduling change.²⁷

The Arbitrator noted that all PSD uniformed personnel had 8-hour workdays prior to the implementation of the mandatory 12-hour shift schedule.²⁸ The Arbitrator noted that Article 7, Section A of the parties' Compensation Agreement required overtime pay for each affected employee for work in excess of 40 hours.²⁹ The Arbitrator further noted that Section B of the Compensation Agreement specified that modifications to the overtime provision must be submitted to the parties prior to implementation and jointly determined.³⁰

The Arbitrator found the language in the Compensation Agreement to be definitive.³¹ The Arbitrator found that nothing was ever submitted to the Union, or jointly agreed upon, prior to implementation of the 12-hour shift schedule.³² Therefore, the Arbitrator found that DGS clearly violated the Compensation Agreement by implementing a compressed alternative work schedule that unilaterally changed the terms for paying overtime compensation to its Union members.³³

²¹ Award at 9.

²² Award at 10; *but see* Office of the Mayor, Order No. 2021-003, Extension of Public Emergency, 68 D.C. Reg. 588 (effective Jan. 6, 2021); D.C. Act 24-1, 68 D.C. Reg. 001525 (effective Jan. 15, 2021).

²³ Award at 10. Based on testimony evidence, the Arbitrator determined that DGS tried to "hitch the 12-hour work shift to COVID-19" as a supplemental argument at the hearing at the behest of legal counsel. Award at 10. *But see* D.C. Code § 7-2304(b)(16) (effective Oct. 9, 2020); D.C. Law 23-130, 67 D.C. Reg. 8622 (Oct. 9, 2020).

²⁴ Award at 10.

²⁵ Award at 10.

²⁶ Award at 11.

²⁷ Award at 11.

²⁸ Award at 11.

²⁹ Award at 11 (citing Joint Ex. 2).

³⁰ Award at 11 (citing Joint Ex. 2).

³¹ Award at 11.

³² Award at 11.

³³ Award at 11.

2. DGS failed to bargain with the Union in good faith.

As stated above, the Arbitrator found that no emergency situation existed at the time DGS proposed the 12-hour shift schedule.³⁴ The Arbitrator noted that, while the assignment of work and the creation of policy is a management right, an exercise of management's rights does not relieve DGS of its obligation to bargain over the impact and effects of, and procedures concerning, the implementation of these decisions.³⁵

The Arbitrator found that DGS failed to bargain with the Union until after the 12-hour shift schedule was unilaterally implemented.³⁶ The Arbitrator further found that DGS did not engage in good faith bargaining with the Union at the impact bargaining session held on February 8, 2021.³⁷ The Arbitrator found persuasive Union witness testimony that "DGS Management essentially did nothing except allow the Union to voice their concerns but no actual negotiation took place."³⁸ The Arbitrator noted that no one from DGS Management who was present at the virtual impact bargaining session testified at the arbitration hearing.³⁹ For these reasons, the Arbitrator found that DGS clearly and unequivocally failed to bargain with the Union in good faith regarding the implementation of the 12-hour shift schedule.⁴⁰

3. DGS failed to pay the amount of overtime wages owed under the parties' Compensation Agreement.

As stated above, the Arbitrator found that the parties' Compensation Agreement required modifications to the overtime provision to be submitted to the parties and jointly determined prior to implementation.⁴¹ The Arbitrator also determined that the Compensation Agreement required overtime pay for employee work in excess of 40 hours in a pay status in a work week.⁴²

DGS argued that PSD employees were paid more overtime than they were owed under the Compensation Agreement because employees' hours were calculated under the new work schedule.⁴³ DGS argued that, under the 12-hour shift schedule, overtime pay accrued for employee work in excess of 80 hours per pay period.⁴⁴

³⁴ Award at 12; 9.

³⁵ Award at 13 (citing *Drivers, Chauffeurs and Helpers Local Union No. 639 v. District of Columbia*, 631 A. 2d 1205, 1216 (D.C. 1993)).

³⁶ Award at 12.

³⁷ Award at 12.

³⁸ Award at 12.

³⁹ Award at 12-13.

⁴⁰ Award at 13.

⁴¹ Award at 11.

⁴² Award at 11; Award at 3 (Compensation Agreement, Article 7, Section A).

⁴³ Award at 14.

⁴⁴ Award at 14.

The Arbitrator did not find the Agency’s argument persuasive.⁴⁵ The Arbitrator found that DGS’s analysis of the overtime period ignored the most important requirement for DGS to be able to pay a member under a compressed alternate schedule—that that the alternate schedule must first be jointly agreed upon and submitted to the parties prior to its implementation.⁴⁶ The Arbitrator found noteworthy DGS witness testimony that in the absence of an approved alternate work schedule in place, DGS is required to pay overtime for “anyone who works over their assigned tour of duty in a day.”⁴⁷ The Arbitrator found that DGS failed to follow the proper procedure and protocol set forth in the Compensation Agreement to activate a compressed alternate schedule.⁴⁸ Thus, the Arbitrator determined that it was plainly erroneous for DGS to calculate overtime pay based on the alternate schedule.⁴⁹

Based on the testimony of DGS’s witness, the Arbitrator found that DGS was required to pay each affected employee overtime for work in excess of 8 hours per day, which was the employees’ assigned tour before DGS implemented the 12-hour alternate schedule.⁵⁰ The Arbitrator found that DGS failed to make the proper overtime payments in violation of the Compensation Agreement.⁵¹

4. DGS must provide a make whole remedy to impacted Union member employees.

The Arbitrator awarded a make whole remedy to all PSD uniformed personnel impacted by the unilateral change.⁵² The Arbitrator determined that this remedy should include overtime pay for all hours worked in excess of 8-hours per day until the 12-hour shift policy was rescinded; an additional hour of overtime compensation for each 12-hour shift worked without allowing members to have an hour lunch break; and the return of 4-hours of sick and/or annual leave to each employee that was forced to use it due to the 12-hour shift.⁵³

III. Discussion

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

⁴⁵ Award at 14.

⁴⁶ Award at 14.

⁴⁷ Award at 14.

⁴⁸ Award at 14.

⁴⁹ Award at 14.

⁵⁰ Award at 14.

⁵¹ Award at 14.

⁵² Award at 14.

⁵³ Award at 14-15.

means.⁵⁴ DGS seeks review on the grounds that the Award is contrary to law and public policy and that the Arbitrator exceeded his jurisdiction.⁵⁵

A. The Award is on its face Contrary to Law and Public Policy.

1. Requirement to bargain over the implementation of the 12-hour shifts.

DGS first argues that the Award is contrary to law and public policy because the Arbitrator erred in his determination that DGS was required to bargain over the implementation of the 12-hour shifts, in violation of the COVID-19 Emergency Act.⁵⁶ DGS argues that the Arbitrator failed to appropriately address the COVID-19 Emergency Act that was still in effect, the operational demands that DGS was facing because of COVID-19, and the Agency's testimony in support of this factor.⁵⁷

On March 17, 2020, the D.C. Council enacted the COVID-19 Emergency Act, which temporarily amended the District of Columbia Public Emergency Act, D.C. Code § 7-2304, to grant the Mayor broad personnel powers to address the effects of the COVID-19 pandemic.⁵⁸ The COVID-19 Emergency Act provides in pertinent part:

Notwithstanding any provision of the District of Columbia Government Comprehensive Merit Personnel Act of 1978 (D.C. Law 2-139, D.C. Official Code § 1-601.01 et seq.) ("CMPA") or the rules issued pursuant to the CMPA, . . . or any other personnel law or rules, the Mayor may take the following personnel actions regarding executive branch subordinate agencies that the Mayor determines necessary and appropriate to address the emergency:

- (A) Redeploying employees within or between agencies;
- (B) Modifying employees' tours of duty;
- (C) Modifying employees' places of duty;
- (D) Mandating telework;
- (E) Extending shifts and assigning additional shifts;
- (F) Providing appropriate meals to employees required to work overtime or work without meal breaks;
- (G) Assigning additional duties to employees;
- (H) Extending existing terms of employees;
- (I) Hiring new employees into the Career, Education, and Management Supervisory Services without competition;
- (J) Eliminating any annuity offsets established by any law; or

⁵⁴ D.C. Official Code § 1-605.02(6).

⁵⁵ Request at 2.

⁵⁶ Request at 4.

⁵⁷ Request at 5.

⁵⁸ COVID-19 Emergency Act, D.C. Act 23-247 § 301(a), 67 D.C. Reg. 3093 (March 17, 2020); D.C. Code § 7-2304(b)(16) (effective Oct. 9, 2020); *see also* Request at 4 (citing *OLRCB v. PERB*, Case No. 2020 CA 003086 P(MPA) at 2).

(K) Denying leave or rescinding approval of previously approved leave.⁵⁹

In *OLRCB v. PERB*, the D.C. Superior Court interpreted the scope of the COVID-19 Emergency Act's grant of emergency powers to District management.⁶⁰ The Superior Court held that the COVID-19 Emergency Act provided management with "flexible, expansive, open-ended authority" to take the personnel actions specified in D.C. Code § 7-2304(b)(16) to address the COVID-19 emergency.⁶¹ The Court specified that the plain language of the COVID-19 Emergency Act removed the personnel actions listed in § 7-2304(b)(16) from the scope of the CMPA, and further relieved District management of any obligation under the CMPA to bargain over the impact and effects of management decisions.⁶²

On October 9, 2020, the D.C. Council extended the COVID-19 Emergency Act's temporary amendment of D.C. Code § 7-2304 to remain in effect until March 16, 2021.⁶³ As such, the temporary statutory amendment remained in effect on January 29, 2021, when DGS modified the tours of duty of the affected PSD uniformed personnel.

To set aside an award as contrary to law, the asserting party bears the burden to present applicable law that mandates that the arbitrator arrive at a different result.⁶⁴ A misinterpretation of law by the arbitrator must be apparent on the face of the Award.⁶⁵

In this case, the plain language of the COVID-19 Emergency Act, the extension of the Act's effective date, and the D.C. Superior Court's holding in *OLRCB v. PERB*, clarifying the Emergency Act's grant of power to management, unambiguously provide DGS with emergency powers to modify the tours of duty of PSD uniformed personnel to the new 12-hour shift schedule without any requirement to bargain with the Union over its implementation.

DGS argued before the Arbitrator that the COVID-19 Emergency Act granted the Agency authority to modify the employees' tours of duty.⁶⁶ The Arbitrator dismissed this argument as lacking merit.⁶⁷ The Arbitrator's misinterpretation of the law is apparent on the face of the Award. Therefore, the Board sets aside the Arbitrator's findings that DGS's implementation of the 12-hour shift schedule without bargaining with the Union constituted a violation of the parties' CBA, Compensation Agreement, or the statutory duty to bargain in good faith under the CMPA.

⁵⁹ D.C. Code § 7-2304(b)(16) (effective Oct. 9, 2020).

⁶⁰ *OLRCB v. PERB*, Case No. 2020 CA 003086 P(MPA).

⁶¹ *Id.* at 6-7.

⁶² *See id.* at 4-5.

⁶³ *See* D.C. Law 23-130, 67 D.C. Reg. 8622 (Oct. 9, 2020).

⁶⁴ *MPD and FOP/Metro. Police Dep't Labor Committee*, 47 D.C. Reg. 717, Slip Op. No. 633 at 3, PERB Case No. 00-A-04 (2000).

⁶⁵ *MPD v. FOP/MPD Labor Comm.*, 64 D.C. Reg. 10115, Slip Op. No. 1635 at 9, PERB Case No. 17-A-06 (2017).

⁶⁶ Award at 10; Request at 5.

⁶⁷ Award at 10.

2. Award of Overtime Pay.

DGS contends that, under D.C. Code § 1-617.17(n)(1), the Union can negotiate compensation for overtime work “in excess of the basic non-overtime workday.”⁶⁸ DGS argues that, because the Agency effectively and lawfully changed the tour of duty for PSD uniformed personnel from 8 hours to 12 hours in accordance with the COVID-19 Emergency Act, the 12-hour shift day then became the “basic non-overtime workday.”⁶⁹

The Arbitrator considered and rejected DGS’s calculation of overtime pay.⁷⁰ However, the Arbitrator’s rationale for rejecting this argument is based on the Arbitrator’s rejection of the COVID-19 Emergency Act, which was a misinterpretation of the law.⁷¹ Therefore, the Board sets aside the Arbitrator’s finding that DGS failed to pay affected employees the amount of overtime wages owed under the parties’ Compensation Agreement, and remands the matter back to the Arbitrator for a determination consistent with this decision.

B. The Board reserves review of the Arbitrator’s Scope of Authority.

DGS further argues that the Arbitrator exceeded his authority by fashioning an overtime pay remedy that required DGS to pay 4 hours of overtime for each day that PSD uniformed personnel worked a 12-hour shift.⁷² DGS argues that the Arbitrator’s remedy of additional overtime pay was not expressly provided for in the parties’ Compensation Agreement.⁷³

DGS asserts that the Compensation Agreement’s overtime provision allows for overtime pay to be calculated for either hours of work authorized in excess of an employee’s assigned tour of duty in a day, or for 40 hours in a pay status in a work week.⁷⁴ DGS argues that it presented evidence at the arbitration hearing to show that the Agency has not paid employees overtime compensation in the past under the Compensation Agreement for hours worked over 8 hours in a day.⁷⁵ DGS further argues that it presented evidence to show that DGS has paid employees overtime wages in the past for work over 40 hours a week under the Compensation Agreement.⁷⁶

DGS contends that the Arbitrator’s remedy would result in DGS paying affected employees for 12 hours of overtime after only 24 hours of regular pay during weeks in which employees only

⁶⁸ Request at 6.

⁶⁹ Request at 6.

⁷⁰ Award at 14.

⁷¹ Award at 14.

⁷² Request at 7.

⁷³ Request at 7.

⁷⁴ Request at 7. *See* Award at 2-3 (Compensation Agreement, Article 7, Section A).

⁷⁵ Request at 7-8. DGS cites to the testimony of a DGS witness at the arbitration hearing that “in her five years as a human resources specialist [the witness] could not recall any instance where a Comp 1 and 2 full-time employee received overtime for working over eight (8) hours in a day. Request at 7 (citing Hearing Tr. at 275-6).

⁷⁶ Request at 8.

worked three 12-hour shifts in a week.⁷⁷ DGS argues the parties did not contemplate or agree to such a scenario under the Compensation Agreement.⁷⁸

When determining whether arbitrators exceeded their authority in rendering an award, the Board analyzes whether the award draws its essence from the parties' collective bargaining agreement.⁷⁹ The relevant questions in this analysis are whether the arbitrator acted outside his authority by resolving a dispute not committed to arbitration and whether the arbitrator was arguably construing or applying the contract in resolving legal and factual disputes.⁸⁰ The Board will not review the arbitrator's findings of fact, credibility determinations or the weight the arbitrator attributes to evidence in fashioning an award remedy within the scope of his authority.⁸¹

Here, the Arbitrator's scope of review was properly limited to a dispute that the parties jointly submitted for arbitration. However, it is unclear, based on the record, whether the Arbitrator properly considered and rejected the possibility of calculating overtime pay for 40 hours in a pay status in a work week under the Compensation Agreement, in fashioning the overtime pay remedy. It is necessary to clarify the Arbitrator's analysis of this issue in order to review whether the Award drew its essence from the parties' contract.

Therefore, the Board reserves review of the Arbitrator's scope of authority, and remands the overtime pay remedy award back to the Arbitrator. On remand, if the Arbitrator finds that an overtime pay remedy is appropriate, the Board directs the Arbitrator to specifically address DGS's argument that the Compensation Agreement allows for overtime pay to be calculated for either hours of work authorized in excess of an employee's assigned tour of duty in a day, or for forty (40) hours in a pay status in a work week.

IV. Conclusion

Based on the foregoing, the Board grants the Request and sets aside the Award's findings, regarding DGS's manner of implementing the 12-hour shift work schedule, as contrary to law. The Board remands the following issues back to the Arbitrator for a determination consistent with this decision: (1) whether DGS failed to pay the amount of overtime wages owed under the parties' Compensation Agreement; and (2) if so, what the appropriate remedy should be. Accordingly, the Award is set aside and remanded.

⁷⁷ Request at 8.

⁷⁸ Request at 8.

⁷⁹ See *AFGE Local 2725 v. DCHA.*, 61 D.C. Reg. 9062, Slip Op. No. 1480 at 5, PERB Case No. 14-A-01 (2014).

⁸⁰ *Mich. Family Resources, Inc. v. Serv. Emp' Int'l Union, Local 517M*, 475 F.3d 746, 753 (2007), quoted in *FOP/DOC Labor Comm. v. DOC*, 59 D.C. Reg. 9798, Slip Op. 1271 at 7, PERB Case No. 10-A-20 (2012), and *D.C. Fire & Emergency Med. Servs. v. AFGE, Local 3721*, 59 D.C. Reg. 9757, Slip Op. 1258 at 4, PERB Case No. 10-A-09 (2012).

⁸¹ See *WASA v. AFGE, Local 2091*, 62 D.C. Reg. 2888, Slip Op. No. 1502 at 4, PERB Case No. 15-A-01 (2014); *DCPS v. CSO, Local 4*, 63 D.C. Reg. 2116, Slip Op. No. 1559 at 6, PERB Case No. 15-A-07 (2016) (finding that disputes over the weight and significance of evidence are not a statutory basis for PERB review, even if the Arbitrator's conclusion was a serious error).

ORDER

IT IS HEREBY ORDERED THAT:

1. The arbitration review request is granted;
2. The Arbitrator is directed to make findings consistent with this decision; 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 Chairperson Douglas Warshof and Members Renee Bowser, Mary Anne Gibbons, and Peter Winkler.

May 18, 2023

Washington, D.C.

APPEAL RIGHTS

Pursuant to Board Rule 559.2, a party may file a motion for reconsideration within fourteen (14) days, requesting the Board to 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 provide thirty (30) days after a Board decision is issued to file an appeal.