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

_____)	
In the Matter of:)	
)	
Renee Jackson,)	
)	
Complainant,)	PERB Case No. 14-S-02
)	
v.)	Opinion No. 1581
)	
Teamsters Local Union No. 639, a/w)	Motion for Reconsideration
International Brotherhood of Teamsters)	
)	
Respondent.)	
_____)	

DECISION AND ORDER

I. Statement of the Case

On March 7, 2014, Renee Jackson (“Complainant”) filed a Standards of Conduct Complaint (“Complaint”), alleging Teamsters Local Union No. 639 (“Teamsters”) violated D.C. Official Code § 1-617.03(a) by failing to ensure Complainant was provided monetary payments from a settlement agreement between Teamsters and the District of Columbia Public Schools. Teamsters filed an answer, denying the allegations and asserting that Complainant had failed to state a claim for a standards of conduct violation or a duty of fair representation violation. After considering the Hearing Examiner’s Report and Recommendation (“Report and Recommendation”), the Board issued Slip Opinion No. 1572 on March 25, 2016 dismissing the Complaint with prejudice for failure to state a claim. On April 8, 2016, the Complainant filed this timely Motion for Reconsideration on the grounds that the Board erred in reviewing the evidence she submitted in her post-hearing brief.

For the following reasons, the Board denies the Motion for Reconsideration.

II. Facts

A. Factual findings

The Hearing Examiner found:

In 2008 the Complainant was a cafeteria worker for District of Columbia Public Schools (DCPS); she was a 10-month employee. She was in a bargaining unit that was represented by the Respondent (Local 639). At the beginning of the 2008-09 school year, DCPS contracted with Chartwell's, a private company, to provide food services in the schools. The Complainant, along with several hundred other food service workers, were transferred to Chartwell's. (The Complainant was still working for Chartwell's at the time of the hearing.) The Complainant's final pay period with DCPS ended on May 24, 2008. Her pay stub for this final period showed that she had accrued 356.35 sick leave hours.

There was some dispute between Local 639 and DCPS about what would happen to employees' accrued sick leave at the time of their transfer to Chartwell's....Eventually (the date is not in the record), DCPS said it would not honor unused sick leave. Local 639 then filed a grievance and an unfair labor practice charge.

In late 2013, prior to the grievance being heard by an arbitrator, or the unfair labor practice charge heard by a PERB hearing examiner, DCPS offered to settle the matter. According to [Teamsters' Business Agent] Scott Clark, DCPS agreed to pay employees, at the rate of approximately 25 cents on the dollar, for the accrued sick leave they had at the time of their transfer to Chartwell's. Employees who had transferred to Chartwell's but were no longer working for the company at the time of the settlement (whether by death, retirement, or resignation) would be excluded from the settlement. Also excluded would be employees who had zero or negative sick leave balances at the time of the transfer.¹

At some point after the settlement, Complainant notified Teamsters that she had not received payment for her sick leave hours under the settlement agreement. In order to determine who would receive payment under the settlement, Clark requested employees' sick leave records from Chartwell's, as DCPS no longer kept the transferred employees' records. Chartwell's records for Complainant showed that she had a balance of zero sick leave hours at the time of the transfer. Clark investigated to see if there were any other records to verify Complainant's sick leave, but was unable to find any other verification of her sick leave.²

¹ Report and Recommendation at 2.

² *Id.* at 2-3.

Complainant then filed the Complaint that is before the Board.

B. The Board's Decision in Slip Opinion No. 1572

The Board's previous decision held that the Complainant did not state any allegations related to any internal union proceedings or breach of any of Teamsters' by-laws or constitution. Moreover, the Complainant did not plead or assert allegations that, if proven, would have established the alleged statutory violations.³ Specifically, a proper standards of conduct claim must prove that the union's conduct was "arbitrary, discriminatory or in bad faith, or . . . based on considerations that are irrelevant, invidious or unfair."⁴ The Hearing Examiner found that the Teamsters acted reasonably while investigating Complainant's sick leave hours and making the determination that she was not entitled to payment under Teamsters' and DCPS's settlement agreement.⁵ The Board found that the Hearing Examiner's findings and conclusions were reasonable, supported by the record, and consistent with the Board's precedent. Therefore, the Board adopted the Hearing Examiner's Report and Recommendation and dismissed the standards of conduct allegations.

III. Discussion

It is well settled that a motion for reconsideration cannot be based on a mere disagreement with the initial decision.⁶ An argument previously made, considered, and rejected is a "mere disagreement" with the initial decision. The moving party must provide authority which compels reversal of the initial decision.⁷ Absent such authority, PERB will not overturn its decision.⁸

The Complainant's one-paragraph motion for reconsideration only reasserts the arguments made in her Complaint and her post-hearing brief. In the motion, she asserts that "Teamsters should have paid [her] under the settlement with DC Public Schools."⁹ She goes on to request that the Board "take a closer look at the proof [she] provided and to reconsider its decision."¹⁰ The motion provides no new facts or authority that would compel reversal of the initial decision.

³ *Slip Opinion at page 4.*

⁴ *Id.*

⁵ Report and Recommendation at 5.

⁶ *AFSCME District Council 20, Local 2921 and District of Columbia Public Schools*, 62 D.C. Reg. 9200, Slip Op. No. 1518 at p. 3-4, PERB Case No. 12-E-10 (2015). See also, *F.O.P./Metro. Police Dep't Labor Comm. v. Metro. Police Dep't*, Slip Op. No. 1554 at 8-9, PERB Case No. 11-U-17 (Nov. 19, 2015); *Rodriguez v. D.C. Metropolitan Police Department*, 59 D.C. Reg. 4680, Slip Op. No. 954 at 12, PERB Case No. 06-U-38 (2010).

⁷ *Id.*

⁸ *FOP Metropolitan Police Department Labor Committee v. D.C. Metropolitan Police Department*, 60 D.C. Reg. 12058, Slip Op. No. 1400 at p. 6. PERB Case No. 11-U-01 (2013).

⁹ *Motion at 1.*

¹⁰ *Id.*

IV. Conclusion

The Board finds that the Complainant's Motion for Reconsideration fails to assert any legal grounds that compel the Board to overturn its earlier decision and is nothing more than a mere disagreement with the Board's decision in Slip Op. 1572. The Motion for Reconsideration is therefore denied.

ORDER

1. The Motion for Reconsideration 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

By unanimous vote of Board Chairperson Charles Murphy, Member Yvonne Dixon, Member Ann Hoffman, Member Barbara Somson, and Member Douglas Warshof.

Washington, D.C.

June 14, 2016
Washington, D.C.

CERTIFICATE OF SERVICE

This is to certify that the attached Decision and Order in PERB Case No. 14-S-02, Op. No. 1581 was sent by File and ServeXpress and U.S. Mail to the following parties on this the 30th day of June 2016.

U.S. Mail

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