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

_____)	
In the Matter of:)	
)	
Metropolitan Police Department)	
)	PERB Case No. 21-A-04
Petitioner)	
)	Opinion No. 1780
v.)	
)	
Fraternal Order of Police/)	
Metropolitan Police Department)	
Labor Committee)	
)	
Respondent)	
_____)	

DECISION AND ORDER

I. Statement of the Case

On November 12, 2020, the Metropolitan Police Department (MPD) filed this Arbitration Review Request (Request)¹ pursuant to the Comprehensive Merit Personnel Act (CMPA), D.C. Official Code § 1-605.02(6). MPD seeks review of an arbitration award (Award) dated October 26, 2020, in which the Arbitrator rescinded the termination of the Grievant. MPD argues that the Request should be granted on the grounds that the Award is contrary to law and public policy and that the Arbitrator exceeded his jurisdiction.² On December 12, 2020, the Fraternal Order of Police/ Metropolitan Police Department Labor Committee (FOP) filed an Opposition to the Request.³

¹ MPD filed a consent Motion for Extension of Time to submit Reasons Appealing the Award. On November 23, 2020, MPD filed its Memorandum of Support for its Arbitration Review Request.

² In its Request, MPD asserted only that the Award was contrary to law and public policy. In its Memorandum of Support for its Arbitration Review Request, MPD raised the new issue that the Arbitrator exceeded his jurisdiction. The new issue was untimely. However, timeliness is a claim-processing rule and subject to waiver. Here, FOP did not object to MPD’s new argument and addressed the issue in its brief. FOP waived its objection. Therefore, the Board has considered the arguments.

³ In its submission, MPD exceeded the 20-page limit for pleadings. On December 1, 2020, FOP filed a motion for an extension of time and increase in the page limitation. PERB granted the motion on December 2, 2020. In its Opposition, the FOP made a motion for the Board to disregard any page beyond the 20-page limit under Rule 502.3.

Upon consideration of the record and the parties' filings, the Request is dismissed for the reasons stated herein.

II. Award

A. Background

The Grievant was an officer in the MPD for approximately nineteen years and had achieved the rank of sergeant.⁴ On January 24, 2019, the Grievant and his wife engaged in a verbal altercation. The altercation led the Grievant's wife to call 911 and report that the Grievant had threatened to kill her and unspecified members of the MPD. Officers from the Spotsylvania County Sheriff's Office responded to the call and obtained an emergency protective order that required the Grievant to stay away from his wife for seventy-two hours.⁵ The Grievant's wife also obtained an emergency custody order that required the Grievant's confinement to a mental health facility until his release after a mental competency hearing three days later.⁶

The Spotsylvania County Sheriff's Office reported the alleged threats against unspecified officers to MPD. MPD opened an immediate investigation.⁷ MPD relied on a number of acts as a basis for disciplinary action against the Grievant beyond simply the threat to kill MPD officers that formed the original basis for its investigation.⁸ "Some of these alleged acts by the Grievant occurred on that same evening, but most did not. Some occurred years earlier. Many were entirely unrelated to the events of that evening."⁹

MPD served the Grievant with a Notice of Proposed Adverse Action that alleged seven charges against him supported by independent specifications. On September 17, 2019, MPD held a hearing before an Adverse Action Panel (Panel) to decide the Grievant's guilt and penalties, if any, in relation to the seven charges. The Panel found the Grievant guilty of all charges, except Charge No.2, Specifications 1 and 2. The Grievant appealed to the Chief of Police. The Chief of Police dismissed Charge 1, Specification 3, but otherwise upheld the decision of the Panel.¹⁰ Following the decision by the Chief of Police, the FOP invoked arbitration under the collective bargaining agreement.¹¹

B. Arbitrator's Findings

The parties proposed three issues for the Arbitrator's determination: (1) whether the evidence was sufficient to sustain the charges against the Grievant, (2) whether MPD imposed penalties on the Grievant in violation of D.C. Official Code § 5-1031 (the 90-day rule), and (3)

Although MPD did not comply with Rule 502.3, FOP was not prejudiced by MPD's filing of additional pages in its brief. PERB extended the page limitation to 37pages for FOP and provided additional time to submit the filing. Therefore, the Board will consider the complete filings of both parties in reaching a decision on the merits.

⁴ Award at 2.

⁵ Award at 2.

⁶ Award at 2.

⁷ Award at 3.

⁸ Award at 3.

⁹ Award at 3.

¹⁰ Award at 7.

¹¹ Award at 7.

whether termination was the appropriate penalty.¹² The Arbitrator determined that he did not have authority under the collective bargaining agreement to decide whether the penalties violated the 90-day rule.¹³ Further, the Arbitrator determined that the parties imprecisely drafted the issue statement and did not intend to restrict his authority to determine an appropriate penalty when issue (3) explicitly gave the Arbitrator power to decide an appropriate penalty, if he determined that termination was not an appropriate penalty.¹⁴

The Arbitrator revised the issue statement to decide (1) whether there was sufficient evidence to sustain the charges against the Grievant, and (2) with respect to any sustained charges, whether the discipline imposed was appropriate and, if not, what should the discipline be.¹⁵

Following his clarification of the issues presented, the Arbitrator proceeded to explain the standard of review. The Arbitrator stated that he was to determine “whether, as required by the [collective bargaining] agreement, the discipline imposed on the Grievant was supported by cause.”¹⁶ The Arbitrator defined “cause” as a requirement that he find evidence that allows him to conclude that the Grievant is guilty.¹⁷ The Arbitrator noted that the Board has recognized that “nothing prohibits the arbitrator from reweighing the evidence and assessing the weight of the evidence is within the jurisdiction of the arbitrator.”¹⁸

On the merits, the Arbitrator discussed three specific issues. First, the Arbitrator discussed “cause” and its requirement that MPD act in good faith with respect to initiating discipline and without pretext. Second, the Arbitrator discussed the requirement that MPD provide evidence that the Grievant committed the offenses that MPD sustained for discipline. Finally, the Arbitrator discussed the reasonableness of the penalties imposed.¹⁹

On several charges the Arbitrator questioned MPD’s good faith in concluding guilt and in reaching its penalty determinations.

The Arbitrator found the Grievant not guilty of Charge No. 1, Specification No. 4, because the alleged conduct could not be properly deemed “conduct unbecoming an officer.” The Arbitrator added that “this specification [was] sufficiently meritless to raise a question as to the agency’s good faith in pursuing the multiple charges and specifications upon which the Grievant’s discipline was predicated.”²⁰

The Arbitrator found the Grievant guilty of Charge No. 3, Specification Nos. 2 and 3, but he questioned MPD’s good faith in bringing charges related to the driving record of the Grievant, which was “decades” old. The Arbitrator found that the agency knew of the violations for years and that “it would be inconsistent with the most minimal standards of due process for the agency

¹² Award at 7.

¹³ Award at 7-8.

¹⁴ Award at 8.

¹⁵ Award at 9.

¹⁶ Award at 9.

¹⁷ Award at 9-10.

¹⁸ Award at 10 (quoting *MPD v. FOP*, 63 D.C. Reg. 12581, PERB Case No. 15-A-16, Slip Op. No. 1591 (2016)).

¹⁹ Award at 11.

²⁰ Award at 16

under such circumstances to simply sit on such knowledge and bring it out to gild the lily in this proceeding.”²¹

Finally, the Arbitrator questioned MPD’s good faith with regards to Charge No. 4, Specification No. 1. The Arbitrator found that there was insufficient evidence to show that the Grievant was intoxicated and that MPD attempted to apply its rules to entirely private conduct that had “little obvious relationship to any legitimate interest of the agency.”²²

On the matter of actual guilt alone, the Arbitrator found that the Grievant was not guilty of Charge No. 1, Specification No.1 because MPD failed to show that the Grievant had made threats against the lives of MPD officers despite its showing that the Grievant had made a threat against the life of his wife.²³

After discussing guilt and good-faith, the Arbitrator conducted a thorough analysis of the *Douglas* factors²⁴ in relation to the charges where he found guilt. In summary, the Arbitrator found some factors aggravating, some mitigating, and some neutral.²⁵ The Arbitrator applied his weighing of the *Douglas* factors and issued the following discipline:

Charge No. 1, Specification No. 1 - Not guilty

Charge No. 1, Specification No. 2 - Guilty- Five working day suspension

Charge No. 1, Specification No. 4 - Not guilty

Charge No. 3, Specification No. 1 - Guilty- Five working day suspension

Charge No. 3, Specification No. 2 - Guilty- Five working day suspension

Charge No. 3, Specification No. 3 - Guilty- Five working day suspension

Charge No. 4, Specification No. 1 - Not guilty

Charge No. 5, Specification No. 1 - Guilty- Demotion, Twenty working day suspension, Loss of seniority for some purposes, Noncontact assignment

Charge No. 5, Specification No. 2 - Guilty- Demotion, Twenty working day suspension, Loss of seniority for some purposes, Noncontact assignment

Charge No. 6, Specification No. 1 - Guilty- Demotion, Twenty working day suspension, Loss of seniority for some purposes, Noncontact assignment

Charge No. 6, Specification No. 2 - Guilty- Demotion, Twenty working day suspension, Loss of seniority for some purposes, Noncontact assignment

²¹ Award at 20.

²² Award at 20.

²³ Award at 14.

²⁴ *Douglas v. Veteran’s Administration* 5 M.S.P.B. 280 (1981) provides a list of 12 factors as guidance to determine the appropriateness of discipline for public sector employees.

²⁵ Award at 32, 35, 37, 41-42, 44.

Charge No. 7, Specification No. 1 - Guilty- Official reprimand²⁶

The Arbitrator sustained the grievance and ordered the Grievant reinstated and awarded back pay consistent with the formulation provided in the remedy.²⁷

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 means. MPD requests review on the grounds that the award is contrary to law and public policy and that the Arbitrator exceeded his jurisdiction.

MPD argues that the Arbitrator exceeded his jurisdiction and issued a decision that was contrary to law and public policy. MPD asserts that the decision should be overturned because (1) the Arbitrator rejected the proper standard of review, (2) the Arbitrator exceeded his jurisdiction in making findings related to MPD's good faith, (3) the Arbitrator ignored substantial evidence of guilt, and (4) the Arbitrator improperly weighed the *Douglas* factors.

A. Arbitrator's Standard of Review

MPD argues that the Arbitrator exceeded his jurisdiction and the Award is contrary to law and public policy. MPD contends that the Arbitrator ignored the appropriate standard of review advocated for by both parties.²⁸ Before the Arbitrator, MPD and FOP argued that the appropriate standard of review was the substantial evidence standard.²⁹ MPD argues that the Arbitrator, despite the concurrence among the parties concerning the standard of review, "simply stated that he did not agree with the proposed standard, and rather, suggested that his function required him to 'personally' conclude whether Grievant was guilty."³⁰ Furthermore, MPD argues for a standard of review that is deferential to the Panel's findings.³¹

FOP argues that there is no basis for the contention that the Arbitrator exceeded his jurisdiction.³² FOP asserts that the Arbitrator addressed the issue of whether there was sufficient evidence to sustain the Panel's determination.³³ FOP argues that the Arbitrator appropriately determined that nothing prevents him from reweighing the evidence and assessing the weight and significance of evidence.³⁴

In determining whether the arbitrator has exceeded his authority, the Board looks to whether the arbitrator's award draws its essence from the collective bargaining agreement. The relevant questions in this examination are (1) did the arbitrator act outside his authority by

²⁶ Award at 46.

²⁷ Award at 46-47.

²⁸ MPD Request Br. at 12.

²⁹ Award at 9.

³⁰ MPD Request Br. at 12.

³¹ MPD request Br. at 13 (citing *Scott v. Police & Fireman's Ret. & Relief Bd.*, 447 A.2d 447 (D.C. 1982)).

³² Opposition at 11.

³³ Opposition at 11.

³⁴ Opposition at 10.

resolving a dispute not committed to arbitration, and (2) in resolving legal and factual disputes, was the arbitrator arguably construing or applying the contract.³⁵

Here, the Arbitrator decided the issues that were presented by the parties: (1) whether there was sufficient evidence to sustain the charges against the Grievant, and (2) with respect to any sustained charges, whether the discipline imposed was appropriate and if not, what the discipline should be.³⁶ The Arbitrator looked to the collective bargaining agreement and determined that the appropriate standard of review was whether the discipline imposed was based on “cause.”³⁷ Therefore, the Board concludes that the Arbitrator did not exceed his jurisdiction in applying the standard of review.

MPD argues that the Award is contrary to law and public policy because an arbitrator’s role is limited to ensuring that substantial evidence supports the agency’s findings.³⁸ MPD argues that the Arbitrator was required to defer to the Panel’s findings of substantial evidence in the record.³⁹

The law and public policy exception is “extremely narrow.”⁴⁰ The narrow scope limits potentially intrusive judicial review under the guise of public policy.⁴¹ MPD has the burden to demonstrate that the Award itself violates established law or compels an explicit violation of “well defined public policy grounded in law and or legal precedent.”⁴² The violation must be so significant that law and public policy mandate a different result.⁴³

Here, MPD has repackaged an oft rejected argument seen in *Stokes v. District of Columbia*⁴⁴ by arguing that the Arbitrator was required to defer to the Panel’s findings. The Board has ruled in numerous cases that the principle of *Stokes* is inapplicable to the grievance-arbitration process,⁴⁵ because the grievance-arbitration process is a product of the parties’ collective bargaining agreement.⁴⁶

³⁵ *MPD v. FOP/MPD Labor Comm.*, 67 D.C. Reg. 11476, Slip Op. No. 1759, PERB Case No. 20-A-08 (2020); *FOP/DOC Labor Comm. v. DOC*, 59 D.C. Reg. 9798, Slip Op. No. 1271 at 7, PERB Case No. 10-A-20 (2012); *FMES v. AFGE Local 3721*, 59 D.C. Reg. 9757, Slip Op. No. 1258 at 4, PERB Case No. 10-A-09 (2012)(quoting *Mich. Family Resources, Inc. v. Serv. Emp’ Int’l Union, Local 517M*, 475 F.3d 746, 753 (2007)).

³⁶ Award at 9.

³⁷ Award at 9(citing Collective Bargaining Agreement, Art. 12, Sec. 1.(b.)).

³⁸ MPD Request Br. at 13 (citing *Scott v. Police & Fireman’s Ret. & Relief Bd.*, 447 A.2d 447 (D.C. 1982); *Kirkwood v. Dist. of Columbia Police & Firemen’s Ret. & Relief Bd.*, 468 A.2d 965 (D.C. 1983)).

³⁹ MPD Request Br. at 13.

⁴⁰ *American Postal Workers Union, AFL-CIO v. United States Postal Service*, 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. 9-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).

⁴¹ *American Postal Workers* at 8.

⁴² *Id.*

⁴³ *Id.*

⁴⁴ 502 A. 2d 1006, 1011 (1985).

⁴⁵ *E.g., MPD v. NAGE Local R-35 (on behalf of Burrell)*, 59 D.C. Reg. 2983, Slip Op. No. 785 at 4-5, PERB Case No. 03-A-08 (2012); *MPD v. FOP/MPD Labor Committee (on behalf of Hector)*, 54 D.C. Reg. 3154, Slip Op. No. 872 at 6-7, PERB Case No. 07-A-02 (2007).

⁴⁶ *Id.*

MPD had the burden to specify “applicable law and public policy that mandates that the Arbitrator arrive at a different result.”⁴⁷ The Board finds MPD’s arguments unpersuasive. Therefore, the Board rejects MPD’s argument that the Award was contrary to law and public policy concerning the standard of review.

B. Application of Good Faith

MPD argues that the Arbitrator exceeded his jurisdiction and improperly evaluated MPD’s good faith in disciplining the Grievant. MPD contends that the examination of good faith was beyond the scope of the issues presented and the evaluation of good faith was “arbitrary and based on a lack of understanding for the charges and internal procedures of MPD.”⁴⁸ MPD presents the facts of four of the specifications—Charge No. 1, Specification No. 4, Charge No. 3, Specification Nos. 2 and 3, and Charge No. 4, Specification No. 1—to show the Arbitrator’s bias in assuming bad faith. MPD argues that the Arbitrator’s evaluation of MPD’s good faith was clearly erroneous and improperly weighed in the determination of the appropriate penalty.⁴⁹ MPD contends that the Award should be vacated and set aside.⁵⁰

FOP argues that MPD has attempted to use the Arbitrator’s reference to the lack of good faith in bringing certain charges “to re-argue the facts in pursuit of a different result than the one reached by the Arbitrator.”⁵¹ FOP argues that MPD’s arguments concerning the Arbitrator’s improper findings are actually mere disagreements with the Arbitrator’s factual findings.⁵²

The Board has held that the Arbitrator has the authority to resolve issues of fact including determinations regarding the credibility, significance, and weight of the evidence.⁵³ “Nothing prohibits the arbitrator from reweighing the evidence and assessing the weight of the evidence within the jurisdiction of the arbitrator.”⁵⁴ By agreeing to submit a grievance to arbitration, “the parties agree to be bound by the Arbitrator’s interpretation of the parties’ agreement, related rules and regulations, as well as the evidentiary findings on which the decision is based.”⁵⁵

Here, the Arbitrator thoroughly weighed the evidence presented to him and determined that the discipline imposed on the Grievant was excessive. The Arbitrator looked to the collective bargaining agreement and determined that the appropriate standard of review was whether the discipline imposed was based on “cause.”⁵⁶ The Arbitrator found that good faith was an element

⁴⁷ *MPD and FOP/MPD Labor Committee*, 47 D.C. Reg. 717, Slip Op. No. 633 at p. 2, PERB Case No. 00-A-04 (2000).

⁴⁸ MPD Request Br. at 16.

⁴⁹ MPD Request Br. at 21.

⁵⁰ MPD Request Br. at 21.

⁵¹ Opposition at 12.

⁵² Opposition at 12.

⁵³ *DCDHCD v. AFGE Local 2725 AFL-CIO*, 45 D.C. Reg. 326, Slip Op. No. 527 at 2, PERB Case No. 97-A-03(1998). *AFSCME District Council 20 AFL-CIO v. D.C. General Hospital*, 37 D.C. Reg. 6172, Slip Op. 253, PERB Case No. 90-A-04 (1990).

⁵⁴ *MPD v. FOP*, 63 D.C. Reg. 12581, PERB Case No. 15-A-16, Slip Op. No. 1591 (2016).

⁵⁵ *FOP v. Dept. of Corrections* 59 D.C. Reg. 9798, Slip Op. No. 1271 at 2, PERB Case No. 10-A-20 (2012). *See MPD v. FOP/MPD Labor Comm.*, 47 D.C. Reg. 7217, Slip Op. No. 633 at p. 3, PERB Case No. 00-A-04 (2000); *MPD v. FOP/MPD Labor Comm. ex rel. Fisher*, 51 D.C. Reg. 4173, Slip Op. No. 738, PERB Case No. 02-A-07 (2004).

⁵⁶ Award at 9(citing Collective Bargaining Agreement, Art. 12, Sec. 1.(b.)).

of “cause” requiring that MPD act in good faith with respect to initiating discipline without pretext.⁵⁷ MPD agreed to be bound by the Arbitrator’s factual findings, including his findings that questioned MPD’s good faith in imposing discipline. MPD may disagree with the Arbitrator’s findings but that disagreement does not provide a basis for overturning the Award. Therefore, the Board finds no cause to disrupt the Award.

C. Substantial Evidence of Guilt

MPD returns to its argument that the Arbitrator’s exceeded his jurisdiction and used an inappropriate standard of review. MPD now argues that the standard of review applied by the Arbitrator led to an inconsistent evaluation of the facts and caused the Arbitrator to find the Grievant not guilty despite substantial evidence of guilt. MPD argues that:

(1) there was substantial evidence to show that the Grievant threatened the lives of MPD offices to sustain Charge No. 1, Specification No.1,

(2) there was substantial evidence to show that the conduct of the Grievant was unbecoming of an officer and to sustain Charge No. 1, Specification No. 4, and

(3) there was substantial evidence to show that the Grievant was intoxicated and to sustain Charge No. 4, Specification No. 1.

For its part, FOP argues, “MPD’s re-argument of the evidence it presented in arbitration, whether it relates to the sufficiency of the evidence or the appropriateness of a penalty, represents a mere disagreement with the Award, which should be rejected by [the Board].”⁵⁸

The Board has held that the Arbitrator has the authority to resolve issues of fact, including determinations regarding the credibility, significance, and weight of the evidence.⁵⁹ By agreeing to submit a grievance to arbitration “the parties agree to be bound by the Arbitrator’s interpretation of the parties’ agreement, related rules and regulations, as well as the evidentiary findings on which the decision is based.”⁶⁰

Here, the Arbitrator thoroughly weighed the evidence presented to him and determined that the Grievant was not guilty of the charges listed above and rescinded the accompanying disciplinary actions. MPD may disagree with the Arbitrator’s findings but that disagreement does not provide a basis for overturning the Award. The Board will not substitute its judgment for that of a duly appointed arbitrator.⁶¹ Therefore, the Board will not disrupt the Award.

⁵⁷ Award at 11.

⁵⁸ Opposition at 16.

⁵⁹ *DCDHCD v. AFGE Local 2725 AFL-CIO*, 45 D.C. Reg. 326, Slip Op. No. 527 at 2, PERB Case No. 97-A-03(1998). *AFSCME District Council 20 AFL-CIO v. D.C. General Hospital*, 37 D.C. Reg. 6172, Slip Op. No. 253, PERB Case No. 90-A-04 (1990).

⁶⁰ *FOP v. Dept. of Corrections* 59 D.C. Reg. 9798, Slip Op. No. 1271 at 2, PERB Case No. 10-A-20 (2012). *See MPD v. FOP/MPD Labor Comm.*, 47 D.C. Reg. 7217, Slip Op. No. 633 at p. 3, PERB Case No. 00-A-04 (2000); *MPD v. FOP/MPD Labor Comm. ex rel. Fisher*, 51 D.C. Reg. 4173, Slip Op. No. 738, PERB Case No. 02-A-07 (2004).

⁶¹ *MPD v. FOP/MPD Labor Committee ex rel. Best*, 59 D.C. Reg. 12689, Slip Op. No. 1325 at 8, PERB Case No. 9-A-14 (2010).

D. Evaluation of *Douglas* factors

The Arbitrator determined that the parties empowered him to determine, with respect to any sustained charges, whether the discipline imposed was appropriate and if not, what the discipline should be.⁶² Although the Arbitrator found that he was not required to analyze the *Douglas* factors, he discussed the relevant *Douglas* factors because of the parties' mutual reliance on that framework.⁶³

MPD concedes that "an arbitrator may substitute his judgment in mitigating penalties"⁶⁴ but *asserts* that the Arbitrator's unfavorable analysis regarding MPD's good faith contributed to the flawed *Douglas* factor analysis. MPD also asserts that, as the employing agency, its decisions related to the *Douglas* factors deserve some deference. MPD posits that "based on a total review of the Arbitrator's analysis, it is clear that the original penalties were, indeed, appropriate, and that the Arbitrator's imposition of new penalties went beyond the limits of reasonableness."⁶⁵

FOP argues that MPD has presented nothing more than a disagreement with the Arbitrator's analysis of the *Douglas* factors.⁶⁶

An arbitrator may conduct an independent assessment of the *Douglas* factors and impose a lesser penalty.⁶⁷ The Board has upheld an arbitrator's finding that MPD did not properly analyze the *Douglas* factors in its decision to terminate, reasoning that the arbitrator effectively determined that there was insufficient "cause" to support termination as the appropriate remedy.⁶⁸

Here, the Arbitrator conducted an analysis of each *Douglas* factor for the charges where the Grievant was found guilty. The Arbitrator found some factors aggravating, some factors mitigating, and some factors neutral. The Arbitrator then imposed a penalty that he found appropriate, consistent with the parties' request in presenting the matter for arbitration. MPD may disagree with the Arbitrator's findings but that disagreement does not provide a basis for overturning the Award. The Board will not substitute its judgment for that of a duly appointed arbitrator.⁶⁹ Therefore, the Board will not disrupt the Award.

IV. Conclusion

The Board rejects MPD's arguments and finds no cause to modify, set aside, or remand the Arbitrator's Award. Accordingly, MPD's request is denied and the matter is dismissed in its entirety.

⁶² Award at 9.

⁶³ Award at 10.

⁶⁴ MPD Request Br. at 26.

⁶⁵ MPD Request Br. at 26.

⁶⁶ Opposition at 21.

⁶⁷ *MPD v. FOP/MPD Labor Committee ex rel. Kennie*, 61 D.C. Reg. 12364, Slip Op. No. 1493 at 5, PERB Case No. 14-A-06 (2014).

⁶⁸ *Id.*

⁶⁹ *MPD v. FOP/MPD Labor Committee ex rel. Best*, 59 D.C. Reg. 12689, Slip Op. No. 1325 at 8, PERB Case No. 9-A-14 (2010).

ORDER

IT IS HEREBY ORDERED THAT:

1. The arbitration review request is hereby denied.
2. Pursuant to Board Rule 559, this Decision and Order is final upon issuance.

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD

By unanimous vote of Board chairperson Douglas Warshof, Board members Barbara Somson, Mary Anne Gibbons, and Peter Winkler

WASHINGTON, D.C.

March 18, 2021

CERTIFICATE OF SERVICE

This is to certify that the attached Decision and Order in PERB Case No. 21-A-04, Slip Op. No. 1780 was sent by File and ServeXpress to the following parties on this 25th day of March 2021.

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