

Notice: This decision may be formally revised within thirty days of issuance 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 to challenge to the decision.

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

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In the Matter of: )	
)	
Fraternal Order of Police/Metropolitan )	
Police Department Labor Committee )	
)	PERB Case No. 24-A-13
Petitioner )	
)	Opinion No. 1907
v. )	
)	
District of Columbia Metropolitan )	
Police Department )	
)	
Respondent )	
_____ )	

**DECISION AND ORDER**

**I. Statement of the Case**

On June 19, 2024, the Fraternal Order of Police/Metropolitan Police Department Labor Committee (FOP) filed an arbitration review request (Request), seeking review of an arbitration award (Award) dated June 4, 2024, pursuant to the Comprehensive Merit Personnel Act (CMPA).<sup>1</sup> The Award found that MPD did not violate the law or the parties’ collective bargaining agreement (CBA) when it refused to provide an officer (Grievant) with four (4) additional weeks of paid family medical leave (PFML) for the birth of her child.<sup>2</sup>

FOP requests that the Board vacate the Award on the grounds that it is contrary to public policy.<sup>3</sup> FOP further requests that the Board remand this matter to the Arbitrator with instructions to find in favor of the Grievant and order MPD to compensate her for the PFML it denied.<sup>4</sup> MPD filed an opposition to FOP’s Request (Opposition).

Upon consideration of the Arbitrator’s conclusions, applicable law, and the record presented by the parties, the Board finds that the Award is not contrary to public policy. Therefore, the Request is denied in its entirety.

<sup>1</sup> D.C. Official Code § 1-605.02(6).

<sup>2</sup> Award at 15.

<sup>3</sup> Request at 3, 9-15.

<sup>4</sup> Request at 15.

## II. Background

The Arbitrator considered the following factual background. Pursuant to D.C. Official Code § 1-612.04a of the CMPA:

(a)(1) An eligible employee shall be entitled to receive leave with pay for not more than 8 workweeks total in a 12-month period for any combination of leave as follows:

- (A) Up to 8 workweeks for qualifying parental leave events;
- (B) Up to 8 workweeks for qualifying family leave events; and
- (C) Up to 2 workweeks for qualifying medical leave events.<sup>5</sup>

In October of 2022, the Council of the District of Columbia (D.C. Council) enacted the District Government Paid Leave Enhancement Act of 2022 (Act),<sup>6</sup> effective December 21, 2022.<sup>7</sup> The Act amended § 1-612.04a by adding § 1204a(b),<sup>8</sup> which provides that:

(b) Beginning on the applicability date of this subsection, an eligible employee shall be entitled to receive leave with pay for not more than 12 workweeks in a 12-month period for any combination of leave as follows:

- (1) Up to 12 workweeks for qualifying parental leave events;
- (2) Up to 12 workweeks for qualifying family leave events;
- (3) Up to 12 workweeks for qualifying medical leave events; and ...<sup>9</sup>

Thus, pursuant to the Act, the eight (8) workweeks of PFML currently available to District employees will be extended to 12 (twelve) workweeks, pending applicability.<sup>10</sup> Section 3 of the Act explains that “applicability” occurs when funding for the PFML extension is approved:

...

(2) New section 1204a(b) of the District of Columbia Government Comprehensive Merit Personnel Act, passed on 2nd reading on October, 2022

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<sup>5</sup> Award at 3 (citing D.C. Official Code § 1-612.04a, *Paid Parental, Family and Medical Leave*).

<sup>6</sup> D.C. Law 24-212.

<sup>7</sup> Opposition at 2.

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

<sup>9</sup> Award at 3.

<sup>10</sup> Award at 4.

(enrolled version of bill 24-615), added by Section 2(d), shall apply upon inclusion of its fiscal effect in an approved budget and financial plan.<sup>11</sup>

The Grievant is an MPD officer who has been employed with the Agency since December 26, 2018.<sup>12</sup> The Grievant became pregnant in 2022.<sup>13</sup> The Grievant’s pregnancy resulted in her reassignment to MPD’s Command Information Center (CIC) during the evening tour of duty—1:00 p.m. until 11:30 p.m..<sup>14</sup> In August, 2022, the Grievant requested eight (8) weeks of PFML for “postpartum recovery [and] care and comfort of [the Grievant’s] newborn baby.”<sup>15</sup> The Grievant gave birth on December 10, 2022.<sup>16</sup> MPD approved her request for eight (8) weeks of PFML on December 19, 2022.<sup>17</sup> As the Grievant reached the end of her approved PFML, she felt that 8 weeks was “far too little time to bond and care for her daughter.”<sup>18</sup>

On February 3, 2023, the Grievant decided to use paid annual leave to spend two (2) additional weeks with her baby, which her supervisors approved.<sup>19</sup> After the Grievant exhausted the 2 weeks of annual leave, she returned to work, unable to afford to continue to take leave without pay.<sup>20</sup>

The Grievant learned of the Act from a D.C. Department of Employment Services (DOES) advertisement “indicating that “[p]arental leave applies to all DC [sic] employees who are taking time off from work to bond with a new child ...”<sup>21</sup> On June 4, 2023, the Grievant contacted the Director of MPD’s Human Resources Management Division (HRMD) to request “the full 12 weeks of PMFL applicable to [the Grievant] under the Act.”<sup>22</sup> On June 6, 2023, the MPD Lead Human Resources Specialist responded by denying the Grievant’s request and explaining that “the maximum family leave remains at 8 weeks within a 12-month period for D.C. government employees.”<sup>23</sup>

FOP subsequently filed Step 1 and Step 2 grievances with MPD,<sup>24</sup> asserting that, by denying the Grievant’s request for additional leave, MPD violated D.C. Official Code § 1204a(b),

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<sup>11</sup> Award at 3 (citing D.C. Law 24-212).

<sup>12</sup> Request at 3.

<sup>13</sup> Request at 3.

<sup>14</sup> Request at 3.

<sup>15</sup> Request at 3-4.

<sup>16</sup> Request at 4.

<sup>17</sup> Request at 4; *see also* Award at 7.

<sup>18</sup> Request at 4.

<sup>19</sup> Request at 5.

<sup>20</sup> Request at 5.

<sup>21</sup> Award at 4.

<sup>22</sup> Request at 6.

<sup>23</sup> Request at 6.

<sup>24</sup> Request at 7.

as well as Articles 1 and 4 of the CBA.<sup>25</sup> MPD denied both grievances, and this matter proceeded to arbitration.<sup>26</sup> An arbitration hearing was held on February 7, 2024.<sup>27</sup>

### **III. Arbitrator's Findings**

The Arbitrator considered the issue of whether MPD's refusal to provide the Grievant with four (4) additional weeks of PFML violated Articles 1 and 4 of the CBA, or any other applicable laws, rules, or regulations.<sup>28</sup>

The Arbitrator reviewed Articles 1 and 4 of the CBA.<sup>29</sup> In relevant part, those provisions read as follows:

#### **Article 1 – Preamble**

##### Section 2

The parties to this Agreement hereby recognize that the collective bargaining relationship reflected in this Agreement is of mutual benefit and the result of good faith collective bargaining between the parties. Further, both parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding of practices, procedures and matters affecting conditions of employment and to continue working toward this goal.

##### Section 3

The parties hereto affirm without reservation the provisions of this Agreement, and agree to honor and support the commitments contained herein. The parties agree to resolve whatever differences may arise between them through the avenues for resolving disputes agreed to through negotiations of this Agreement.

##### Section 4

It is the intent and purpose of the parties hereto to promote and improve the efficiency and quality of service provided by the Department. Therefore, in consideration of mutual covenants and promises contained herein, the Employer and the Union do hereby agree as follows:...

#### **Article 4 – Management Rights**

##### Section 1

The Department shall retain the sole right, authority, and compete discretion to maintain the order and efficiency of the public service entrusted to it, and to

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<sup>25</sup> Award at 5.

<sup>26</sup> Request at 7.

<sup>27</sup> Award at 1.

<sup>28</sup> Award at 2.

<sup>29</sup> Award at 2-3.

operate and manage the affairs of the Metropolitan Police Department in all aspects including, but not limited to, all rights and authority held by the Department prior to the signing of this Agreement.

## Section 2

Such management rights shall not be subject to the negotiated grievance procedure or arbitration. The Union recognizes that the following rights, when exercised in accordance with applicable laws, rules and regulations, which in no way are wholly inclusive, belong to the Department:...

## **Article 19, Grievance Procedure, E. Arbitration, Section 5**

...

2. The parties to the grievance or appeal shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. ...

5. Arbitration awards shall not be made retroactive beyond the date of the occurrence of the event upon which the grievance or appeal is based. ...

7. A statement of the arbitrator's fee and expenses shall accompany the award. The fee and expense of the arbitrator shall be borne by the losing party, which shall be determined by the [a]rbitrator.

## **Section 6**

Either party may file an appeal from an arbitration award to the PERB, not later than twenty (20) days after the award is served for reasons which show that: ...

2. The award on its face is contrary to law and public policy...<sup>30</sup>

The Arbitrator established that FOP had the burden of demonstrating, by preponderant evidence, that MPD violated the CBA.<sup>31</sup>

Before the Arbitrator, FOP asserted that, by refusing to provide the Grievant with twelve (12) weeks of PFML, MPD failed to bargain in good faith or exercise efficient management, thereby violating Articles 1 and 4 of the parties' CBA.<sup>32</sup> Specifically, FOP alleged that MPD violated D.C. Official Code § 1204a(b) of the CMPA.<sup>33</sup> FOP further contended that DOES PFML

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<sup>30</sup> Award at 3.

<sup>31</sup> Award at 15.

<sup>32</sup> Award at 5.

<sup>33</sup> See Award at 5, 7.

advertisements misled government employees regarding their eligibility for extended parental leave.<sup>34</sup> FOP argued that MPD failed to conduct relevant cost analyses regarding sources of funding for an additional four (4) weeks of parental leave for the Grievant.<sup>35</sup> FOP requested relief in the form of an order directing MPD to provide the Grievant with compensation equal to four (4) weeks of leave, including interest, as well as all of FOP's costs and attorney fees and all arbitrator fees pursuant to Article 19 (E) § 5(7) of the parties' CBA.<sup>36</sup>

At arbitration, MPD argued that the Grievant is entitled only to eight (8) weeks of PFML benefits as currently defined.<sup>37</sup> MPD further argued that the additional four (4) weeks of PFML described in D.C. Official Code § 1204a(b) did not apply because it was never included in an approved budget.<sup>38</sup> MPD asserted that it did not violate the parties' CBA because refusing to provide the Grievant with an unfunded benefit that no other District government employee was receiving cannot be construed as a violation of the parties' CBA.<sup>39</sup> MPD further asserted that providing the unfunded benefit to the Grievant would be a violation of both the Act, which "expressly authorized the benefit only when the necessary funds are appropriated,"<sup>40</sup> and the parties' CBA, which requires the exercise of management rights "in accordance with applicable laws, rules, and regulations..."<sup>41</sup> MPD argued that FOP failed to prove that MPD violated the parties' CBA by "failing to rectify what the union considers deceptive advertising by DOES,"<sup>42</sup> noting that the DOES website includes a PFML "Eligibility Questionnaire" that makes clear employees' eligibility, or lack thereof.<sup>43</sup> MPD further argued that its adherence to the law does not constitute bad faith or perfunctory job performance in handling the grievance at issue.<sup>44</sup>

MPD asserted that FOP exceeded the union's authority to litigate new claims or arguments not previously disclosed in the grievance and arbitration procedure, in violation of Article 19 (E) § 5.2 of the parties' CBA, by including new arguments and exhibits at the arbitration hearing.<sup>45</sup> MPD further asserted that these violative, untimely and/or irrelevant arguments should not influence the Award in any way.<sup>46</sup>

FOP cited the D.C. Superior Court's decision in *W.P. Company, LLC d/b/a/ The Washington Post v. District of Columbia* (the *Post* case) "for the premise that a statutory funding provision can be lawfully disregarded by MPD in order to effectuate a D.C. law."<sup>47</sup> In the *Post*

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<sup>34</sup> Award at 8.

<sup>35</sup> Award at 8.

<sup>36</sup> Award at 7.

<sup>37</sup> Award at 9.

<sup>38</sup> See Award at 9.

<sup>39</sup> Award at 9.

<sup>40</sup> Award at 9.

<sup>41</sup> Award at 9 (citing Article 4, Section 2 of the parties' CBA).

<sup>42</sup> Award at 10.

<sup>43</sup> Award at 10.

<sup>44</sup> Award at 10-11.

<sup>45</sup> Award at 11.

<sup>46</sup> Award at 11.

<sup>47</sup> Request at 13 (citing *W.P. Company, LLC d/b/a/ The Washington Post v. District of Columbia*, Case No. 2023-CAB-000951 (Sept. 29, 2023)).

case, the Washington Post (newspaper) filed several Freedom of Information Act<sup>48</sup> (FOIA) requests with MPD, seeking copies of an officer's disciplinary records.<sup>49</sup> MPD denied the requests, arguing that pursuant to D.C. Official Code § 2-534 (a)(2) (FOIA Exemption 2), the officer's disciplinary records were exempt from disclosure because producing them would constitute "a clearly unwarranted invasion of personal privacy," which was more than *de minimis* in nature.<sup>50</sup> The newspaper disagreed, asserting that newly-enacted D.C. Law 24-345 § 134 of the Comprehensive Policing and Justice Reform Amendment Act (CPJRAA) prohibited MPD from denying a FOIA requests for disciplinary records on the basis that they constituted an unwarranted invasion of personal privacy.<sup>51</sup> The newspaper further contended that even if the CPJRAA did not apply, MPD was still obligated to produce the requested records, as the public interest served by disclosing the records outweighed the officer's personal privacy interest.<sup>52</sup>

In the *Post* case, the court determined that, under D.C. Law 24-345 § 301, the CPJRAA would not take effect until its fiscal impact had been included in an approved budget and financial plan.<sup>53</sup> Finding that this condition had not been met, the court concluded that the CPJRAA did not apply.<sup>54</sup> Nevertheless, the court determined that MPD must produce the requested records.<sup>55</sup> In reaching this determination, the court employed a traditional balancing test and concluded that although the officer had more than a *de minimis* personal privacy interest in maintaining the confidentiality of his disciplinary records, that interest was outweighed by the public interest in favor of disclosure.<sup>56</sup> There, the court ruled against MPD, but not out of adherence to an unfunded statute. Rather, the court conducted a separate balancing test and found that MPD must respond to the newspaper's FOIA request, in furtherance of the public interest.<sup>57</sup>

Like the court in the *Post* case, the Arbitrator in this matter relied on the existing statute, as opposed to the unfunded mandate. The Arbitrator determined that the extended PFML provided for under D.C. Official Code § 1204a(b) of the CMPA was subject to funding and concluded that, although the amended Act went into effect in December of 2022, the provision of D.C. Official Code § 1204a(b) which would extend District employees' PFML to twelve (12) weeks was never included in a budget.<sup>58</sup> Thus, the Arbitrator found that § 1204a(b) was inapplicable and concluded that FOP had failed to show by preponderant evidence that MPD violated the CBA or any other applicable laws, rules, or regulations.<sup>59</sup> Accordingly, the Arbitrator declined to award the relief FOP requested.<sup>60</sup>

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<sup>48</sup> D.C. Official Code DC Code § 2-534.

<sup>49</sup> *W.P. Company, LLC d/b/a/ The Washington Post*, Case No. 2023-CAB-000951 at 1-2.

<sup>50</sup> *See id.* at 2, 4-6, 8, 10.

<sup>51</sup> *Id.* at 7.

<sup>52</sup> *Id.* at 6-7.

<sup>53</sup> *Id.* at 7.

<sup>54</sup> *Id.*

<sup>55</sup> *W.P. Company, LLC d/b/a/ The Washington Post*, Case No. 2023-CAB-000951 at 12-14.

<sup>56</sup> *Id.* at 8-14.

<sup>57</sup> *W.P. Company, LLC d/b/a/ The Washington Post*, Case No. 2023-CAB-000951 at 8-14.

<sup>58</sup> Award at 13.

<sup>59</sup> *See* Award at 12-14.

<sup>60</sup> Award at 15.

FOP seeks review of the Award.

#### IV. 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 authority; (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>61</sup> FOP requests review on the grounds that the Award is contrary to public policy.<sup>62</sup>

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.” However, the D.C. Court of Appeals has held that the word “and” should be read as “or” in this statutory context.<sup>63</sup> The Board has adopted the court’s interpretation.

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> For the Board to overturn an award as contrary to public policy, the “public policy alleged to be contravened must be well-defined and dominant, and is to be ascertained by reference to the laws and legal precedents and not from general considerations of supposed public interests.”<sup>65</sup> “[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.’”<sup>66</sup> The petitioner bears the burden of demonstrating that the Award itself compels an explicit violation of well-defined public policy grounded in law and or legal precedent.<sup>67</sup> To prevail on its claim, the petitioner has the burden to specify applicable public policy that mandates that the Arbitrator arrive at a different result.<sup>68</sup> Disagreement with an arbitrator’s decision does not render an award contrary to public policy.<sup>69</sup>

In its Request, FOP argues that the Board should overturn the Award because it is contrary to well-defined and dominant public policy favoring the expansion of PFML benefits.<sup>70</sup> FOP asserts that this public policy “was explicitly established by the Councilmembers and government officials who proposed, supported, and passed the law expanding PFML benefits for D.C.

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<sup>61</sup> D.C. Official Code § 1-605.02(6).

<sup>62</sup> Request at 3, 8-16.

<sup>63</sup> *MPD v. PERB*, No. 19-CV-1115, Mem. Op. & J. at 10-11 (D.C. Sept. 15, 2022).

<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> *MPD v. PERB*, No. 19-CV-1115, Mem. Op. & J. at 10-11 (D.C. Sept. 15, 2022) (quoting *MPD v. PERB*, 901 A.2d 784, 789 (D.C. 2006)).

<sup>66</sup> *MPD*, Slip Op. No. 1702 at 4.

<sup>67</sup> *FOP/PSD Labor Comm. v. DGS.*, 70 D.C. Reg. 781, Slip Op. No. 1853 at 15, PERB Case No. 23-A-07 (2023).

<sup>68</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>69</sup> *FOP/MPD Labor Comm. v. MPD*, 47 D.C. Reg. 5315, Slip Op. No. 626 at 2, PERB Case No. 00-A-02 (2003)

<sup>70</sup> Request at 8.



government employees.”<sup>71</sup> In support of this assertion, FOP cites written testimony from the Director of DCHR concerning the value of the Act as a means of prioritizing District employees and maximizing their quality of life.<sup>72</sup> FOP also cites public statements from D.C. Councilmembers, describing the Act as a crucial step toward providing the competitive benefits necessary to attract and retain a qualified workforce.<sup>73</sup>

The Board finds this argument unpersuasive. The testimony cited does not demonstrate the existence of a well-defined and dominant public policy in favor of expanding PFML benefits where statutory funding provisions have not been satisfied. The Board finds no indication that the District officials quoted in the Request were proposing implementation of the PFML extension prior to the applicability date described in Section 3 of the Act.

FOP also argues that the public policy favoring expansion of PFML benefits is rooted in “the CMPA’s explicit, decades-long policy ‘to assure that the District of Columbia government shall have a modern flexible system of public personnel administration which shall... establish the means to recruit, select, develop and maintain an effective and responsive workforce.’”<sup>74</sup> FOP asserts that evidence-based studies demonstrate the value of expanded PFML benefits as a method of improving employee retention and minimizing inequality.<sup>75</sup> FOP also asserts that the District’s history of providing its employees with PFML,<sup>76</sup> as well as the existence of the leave bank,<sup>77</sup> demonstrate the statutory basis for FOP’s position.<sup>78</sup> Additionally, FOP notes that, under Board precedent, the failure of the D.C. government to bargain over paid parental leave benefits is an unfair labor practice.<sup>79</sup> Thus, FOP argues, the public policy at issue concerns more than a supposed public interest.<sup>80</sup> The Board is unpersuaded. FOP merely describes the benefits of PFML, in general terms. FOP has not demonstrated the existence of a well-defined and dominant public policy mandating that the Arbitrator order MPD to extend the Grievant’s PFML by four (4) weeks, despite the lack of funding.

Lastly, FOP argues that the *Post* case demonstrates that statutory funding provisions may be lawfully disregarded to effectuate the public policy underlying District law.<sup>81</sup> FOP asserts that, in the *Post* case, the court chose to disregard the funding provision regarding D.C. Law 24-345 §

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<sup>71</sup> Request at 9-10.

<sup>72</sup> Request at 10.

<sup>73</sup> Request at 10-11.

<sup>74</sup> Request at 12 (citing D.C. Official Code § 1-601.02(a)(7)).

<sup>75</sup> Request at 12.

<sup>76</sup> Request at 12-13 (citing the Fiscal Year 2015 Budget Support Act of 2014, D.C. Law 20-155, Sec. 1052 (Feb. 26, 2015) and D.C. Official Code § 1-612.04(a) (establishing PFML for private sector employees in the District), as well as Universal Paid Leave Act of 2015, D.C. Law 21-264 (Apr. 7, 2017) and D.C. Code §§ 32-541.01, et seq. (establishing PFML for public sector employees in the District)).

<sup>77</sup> Request at 13 (citing D.C. Official Code § 1-612.05).

<sup>78</sup> Request at 13.

<sup>79</sup> Request at 13 (citing *AFGE Local 631 v. WASA*, Slip Op. No. 1866 at 4, PERB Case No. 24-U-09 (2024)).

<sup>80</sup> Request at 12-13.

<sup>81</sup> Request at 13-14.

134 of the CPJRAA for the sake of promoting police transparency and accountability.<sup>82</sup> FOP's analogy to the *Post* case is based on a misinterpretation of the court's holding. In the *Post* case, the court required MPD to produce the officer's disciplinary records because the court determined that, under FOIA Exemption 2, the District "failed to demonstrate a privacy interest in nondisclosure that outweigh[ed] the public interest in disclosure of the requested records."<sup>83</sup> The court's reason for ordering MPD to disclose the disciplinary records was not tied to D.C. Law 24-345 § 134 of the CPJRAA. The *Post* case does not establish that statutory funding provisions may be lawfully disregarded to effectuate the public policy underlying District law. Thus, the court's decision does not mandate that the Arbitrator reach a different result.

The Board finds that DCPS has not demonstrated that the Award compels an explicit violation of well-defined public policy grounded in law and or legal precedent or shown that applicable public policy mandates a different result. Therefore, the Board finds that the Award is not contrary to public policy.

## **V. Conclusion**

The Board rejects FOP's arguments and finds no cause to modify, set aside, or remand the Award. Accordingly, FOP's Request is denied, and this matter is dismissed in its entirety.<sup>84</sup>

## **ORDER**

### **IT IS HEREBY ORDERED THAT:**

1. The arbitration review request is denied; and
2. 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.

February 26, 2025  
**Washington, D.C.**

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<sup>82</sup> Request 13-14 (citing *W.P. Company, LLC d/b/a/ The Washington Post v. District of Columbia*, Case No. 2023-CAB-000951 (Sept. 29, 2023)).

<sup>83</sup> *W.P. Company, LLC d/b/a/ The Washington Post*, Case No. 2023-CAB-000951 at 12.

<sup>84</sup> This decision was issued contemporaneously with Opinion No. 1908 in PERB Case No. 24-A-14 and Opinion No. 1906 in PERB Case No. 24-A-15. The arbitration review requests in those matters presented the same issues and were denied on the same grounds.

## **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.