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**THE DISTRICT OF COLUMBIA
BEFORE
THE OFFICE OF EMPLOYEE APPEALS**

In the Matter of:)	
)	OEA Matter No.: J-0044-25
EMPLOYEE, ¹)	
Employee)	
)	Date of Issuance: November 25, 2025
v.)	
)	
D.C. DEPARTMENT OF YOUTH)	
REHABILITATION SERVICES,)	NATIYA CURTIS, Esq.
Agency)	Administrative Judge
)	

Employee, *Pro Se*
Timothy McGarry, Esq., Agency Representative

INITIAL DECISION

INTRODUCTION AND PROCEDURAL HISTORY

On June 3, 2025, Employee filed a Petition for Appeal with the Office of Employee Appeals (“OEA” or “Office”) contesting the District of Columbia Department of Youth Rehabilitation Services’ decision to terminate him from his position as a Youth Advocate Specialist, effective March 31, 2023. OEA issued a letter dated June 3, 2025, requesting that Agency file an Answer on or before July 3, 2025. Agency filed its Answer to Employee’s Petition for Appeal as required. This matter was assigned to the undersigned Administrative Judge on July 7, 2025. On July 17, 2025, I issued an Order for Briefs on Jurisdiction. Employee’s brief was due July 31, 2025. Agency’s response was due August 21, 2025. Employee failed to submit his brief as required. As a result, on August 8, 2025, I issued an Order for Statement of Good Cause, requiring Employee to submit his brief along with a statement of good cause for his failure to submit a response as required by the July 17, 2025, Order.

Employee’s brief and statement of good cause were due by August 20, 2025. On August 19, 2025, Agency filed a Motion to extend the deadline to file its response to the Brief on Jurisdiction, requesting a three-week extension. Employee submitted his Brief on Jurisdiction on August 20, 2025. Employee did not submit a statement of good cause, and his brief did not address the issue of OEA’s jurisdiction. On August 22, 2025, I issued an additional Order for Briefs on Jurisdiction, granting Agency’s Motion for Extension of time to file its response to Employee’s brief. Agency’s response

¹ Employee’s name was removed from this decision for the purposes of publication on the Office of Employee Appeals’ website.

was due by September 8, 2025. Agency submitted its brief as required. I have determined that an Evidentiary Hearing is not warranted in this matter. The record is now closed.

JURISDICTION

The jurisdiction of this Office has not been established in this matter.

ISSUE

Whether this appeal should be dismissed for lack of jurisdiction.

BURDEN OF PROOF

OEA Rule 631.1, 6-B DCMR Ch. 600 (December 27, 2021) states:

The burden of proof for material issues of fact shall be by a preponderance of the evidence.

Preponderance of the evidence shall mean: That degree of relevant evidence which a reasonable mind, considering the record as a whole, would accept as sufficient to find a contested fact more probably true than untrue.

OEA Rule 631.2 *id.* states:

For Appeals filed under § 604.1, the employee shall have the burden of proof as to issues of jurisdiction, including timeliness of filing. The agency shall have the burden of proof as to all other issues.

FINDINGS OF FACT, ANALYSIS AND CONCLUSIONS OF LAW

Employee's Position

In his Petition for Appeal, Employee requests “injunctive relief and front paycheck. Also to be reinstated with all leave hours and to obtain the necessary Management Administration Training for Instructional Leaders.”² In his submission in response to the Order for Briefs on Jurisdiction, Employee requests “reinstatement to the appropriate grade position appointment....” He further requests the correct grade and pay instead of a two-year salary and unemployment.³

Agency's Position

Agency asserts that OEA lacks jurisdiction over this matter. Agency avers that Employee previously grieved his termination under the parties' collective bargaining agreement (“CBA”) and is

² Employee's Petition for Appeal, pp 4-5 (June 3, 2025).

³ Employee's Brief on Jurisdiction, p. 1 (August 20, 2025).

now precluded from appealing his termination to OEA.⁴ Agency further asserts that the grievance process culminated in a settlement agreement on October 26, 2023, the terms of which granted Employee the opportunity to voluntarily resign. Agency further notes that by the terms of the settlement agreement, Employee agreed to “...resolve and conclude all claims and allegations raised or contemplated in the Union’s Demand for Arbitration on the issue of [Employee’s] termination” and to “[w]aive, release and forever discharge the Agency... From any claims, demands, grievances or causes of action that the Union or [Employee] has or may have, arising from the grievance.”⁵ Agency further maintains that Agency agreed to pay Employee backpay from March 31, 2023, to October 11, 2023, and front pay from October 31, 2023, through March 31, 2024.⁶ Agency notes that Employee submitted a letter of resignation on December 4, 2023, and a “written letter of notice pertaining to [his] voluntary letter of resignation at the Department of Youth Rehabilitation Services” to his Union representative, which his representative forwarded to Agency on December 5, 2023. Agency asserts that on December 29, 2023, Agency submitted the settlement agreement and Employee’s notice of resignation to the District of Columbia Department of Human Resources (“DCHR”).⁷ Agency maintains that Employee is contractually precluded from appealing his termination to OEA by the terms of the settlement agreement, and further precluded by DC law, which disallows an Employee to use both a negotiated grievance procedure under a Collective Bargaining Agreement *and* the OEA Appeals Process (*Id.* citing to 1-616.52(e))

ANALYSIS AND CONCLUSIONS OF LAW

The threshold issue in this matter is one of jurisdiction. This Office has no authority to review issues beyond its jurisdiction.⁸ This Office’s jurisdiction is conferred upon it by law and was initially established by the District of Columbia Comprehensive Merit Personnel Act of 1978 (“CMPA”). D.C. Official Code § 1-601-01, *et seq.* (2001). It was amended by the Omnibus Personnel Reform Amendment Act of 1998 (“OPRAA”), D.C. Law 12-124, which took effect on October 21, 1998. Both the CMPA and the OPRAA conferred jurisdiction on this Office to hear appeals, with some exceptions. In this matter, this Office’s jurisdiction is governed by D.C. Official Code Section 1-616.52, which states in pertinent part:

(d) Any system of grievance resolution or review of adverse actions negotiated between the District and a labor organization shall take precedence over the procedures of this subchapter for employees in a bargaining unit represented by a labor organization.

(e) Matters covered under this subchapter that also fall within the coverage of a negotiated grievance procedure may, in the discretion of the aggrieved employee, be raised either pursuant to § 1-606.03, or the negotiated grievance procedure, *but not both*. (Emphasis added).

(f) An employee shall be deemed to have exercised their option pursuant to subsection (e) of this section to raise a matter either under the applicable statutory procedures or

⁴ Agency’s Brief on Jurisdiction, p.1 (September 8, 2025).

⁵ Agency’s Brief on Jurisdiction, p.3 (September 8, 2025).

⁶ *Id.*

⁷ *Id.*

⁸ See, *Banks v. District of Columbia Public Schools*, OEA Matter No. 1602-0030-90, *Opinion and Order on Petition for Review* (September 30, 1992).

under the negotiated grievance procedure at such time as the employee timely files an appeal under this section or timely files a grievance in writing in accordance with the provision of the negotiated grievance procedure applicable to the parties, *whichever event occurs first*. (Emphasis added).

In the instant matter, the undersigned agrees with Agency's assertion that OEA lacks jurisdiction over this matter. The record reflects that Employee was terminated effective March 31, 2023.⁹ Employee subsequently grieved his termination through his union's grievance process, prior to filing his Petition for Appeal with OEA. On November 8, 2023, Employee entered into a fully-executed written settlement agreement regarding his termination, the terms by which Employee agreed to "...resolve and conclude all claims and allegations raised or contemplated in the Union's Demand for Arbitration on the issue of Grievant termination..."¹⁰ Consistent with the D.C. Official Code Section 1-616.52, outlined above, this Office has consistently held that an Employee cannot utilize both the Union's grievance process and OEA's grievance process, with limited exceptions that are not applicable to the instant matter.¹¹ Thus, Employee received a resolution concerning Agency's adverse action and has no further appeal rights before this Office.

Further, the terms of the settlement agreement allowed Employee to voluntarily resign in lieu of termination from his position as a Youth Advocate Specialist, which he did by submitting a handwritten letter of resignation dated December 4, 2023.¹² This Office does not have jurisdiction over voluntary resignations. When determining whether a resignation is voluntary or involuntary, this Office aligns with the seminal case in the federal sector on this issue, *Christie v. United States*.¹³ Pursuant to *Christie*, resignations are presumed to be voluntary, unless Employee presents sufficient evidence to establish that the resignation was involuntarily. *Id.* at 338-339. In the instant matter, Employee does not deny that he resigned from his position of his own volition in lieu of termination, as a part of a negotiated settlement agreement. Further, Employee does not assert that the resignation was the result or coercion, duress, or constructive discharge.¹⁴ Consequently, I find that this Office lacks jurisdiction over Employee's appeal.

ORDER

It is hereby **ORDERED** that the Petition for Appeal in this matter is **DISMISSED** for lack of jurisdiction.

FOR THE OFFICE:

/s/ Natiya Curtis
NATIYA CURTIS, Esq.
Administrative Judge

⁹ Agency's Answer to Petition for Appeal, Tab 3 (July 3, 2025).

¹⁰ Agency's Brief on Jurisdiction, Exhibit 1 (September 8, 2025).

¹¹ See *Employee v. District of Columbia Public Schools*, OEA Matter No. 1601-0006-23 (April 3, 2023); *Employee v. District of Columbia Public Schools*, OEA Matter No. 1601-0412-10, *Opinion and Order on Petition for Review* (January 16, 2025).

¹² Agency's Brief on Jurisdiction, Exhibit 1 (September 8, 2025).; See also Agency's Answer to Petition for Appeal, Tab 4) (July 30, 2025).

¹³ *Christie v. United States*, 518 F.2d. 584 (Ct. Cl. 1975).

¹⁴ See e.g., *Alston v D.C. Office of Department of Contracting and Procurement*, OEA Matter No. 1601-0010-09 (May 5, 2009); *Employee v. D.C. Department of Transportation*, OEA Matter No. J-0045-22 (June 29, 2022).

