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THE DISTRICT OF COLUMBIA
BEFORE
THE OFFICE OF EMPLOYEE APPEALS

In the Matter of:)	
)	OEA Matter No.: 1601-0053-15
DEBBIE KNOX,)	
Employee)	
)	Date of Issuance: June 1, 2015
v.)	
)	
DISTRICT OF COLUMBIA OFFICE OF)	
UNIFIED COMMUNICATIONS,)	
Agency,)	
)	
)	
)	Arien P. Cannon, Esq.
)	Administrative Judge
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Debbie Know, Employee, <i>Pro se</i>		
Gregory Evans, Esq., Agency Representative		

INITIAL DECISION

INTRODUCTION AND PROCEDURAL BACKGROUND

On March 17, 2015, Debbie Knox (“Employee”) filed a Petition for Appeal with the Office of Employee Appeals (“Office” or “OEA”) challenging the District of Columbia’s Office of Unified Communications’ (“Agency”) decision to suspend her from her position as a Dispatcher for ten (10) days. The effective date of Employee’s suspension began February 22, 2015.¹ In accordance with D.C. Official Code § 1-606.06(a), a mandatory mediation was held on May 14, 2015. Subsequently, a Settlement Agreement was submitted to this Office on May 26, 2015. The Settlement Agreement (Agreement and General Release), which was signed by both parties, indicates that Employee withdraws her Petition for Appeal before this Office. I was assigned this matter on May 27, 2015. The record is now closed.

¹ Employee’s suspension was effective February 22, 2015 and continued on the following dates: February 25, February 26, March 2, March 3, March 6, March 7, March 8, March 11, and March 12, 2015. See Petition for Appeal, Final Decision on Proposed Suspension of Ten Days (Attachment) (March 17, 2015).

JURISDICTION

Jurisdiction of this Office is established in this matter pursuant to D.C. Official Code § 1-606.03 (2001).

ISSUE

Whether Employee's Petition for Appeal should be dismissed based on his voluntary withdrawal as a result of settlement negotiations.

ANALYSIS AND CONCLUSION

D.C. Official Code §1-606.06(b) (2001) states, in pertinent part, that:

If the parties agree to a settlement without a decision on the merits of the case, a settlement agreement, prepared and signed by all parties, shall constitute the final and binding resolution of the appeal, and the [Administrative Judge] shall dismiss the appeal with prejudice.

On May 26, 2015, an Agreement and General Release, signed by both parties, was submitted to this Office. Accordingly, Employee's Petition for Appeal shall be dismissed.

ORDER

It is hereby **ORDERED** that Employee's Petition for Appeal is **DISMISSED** with prejudice.

FOR THE OFFICE:

Arien P. Cannon, Esq.
Administrative Judge