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

In the Matter of:	)	
	)	
EMPLOYEE <sup>1</sup> ,	)	
Employee	)	
	)	OEA Matter No. 1601-0069-24
v.	)	
	)	Date of Issuance: September 16, 2025
D.C. DEPARTMENT OF	)	
CORRECTIONS,	)	
Agency	)	MICHELLE R. HARRIS, ESQ.
	)	Senior Administrative Judge
Andra Parker, Employee Representative		
Michele McGee, Esq., Agency Representative		

**INITIAL DECISION**

**INTRODUCTION AND PROCEDURAL HISTORY**

On July 24, 2024, Employee filed a Petition for Appeal with the Office of Employee Appeals (“OEA” or “Office”) contesting the D.C. Department of Corrections’ (“Agency” or “DOC”) decision to terminate him from service effective July 12, 2024. OEA issued a letter dated July 24, 2024, requesting Agency file an Answer on or before August 23, 2024. Agency filed its Answer to Employee’s Petition for Appeal on August 21, 2024. This matter was assigned to the undersigned Senior Administrative Judge (“AJ”) on August 21, 2024. On August 24, 2024, I issued an Order Convening a Prehearing Conference for September 24, 2024, via Webex. Prehearing statements were due by or before September 17, 2024.

Employee submitted his Prehearing Statement on September 11, 2024. Agency filed a Motion to Dismiss on September 16, 2024. Agency cited in its Motion to Dismiss that OEA lacked jurisdiction over this matter because Employee had retired prior to filing his appeal at OEA and that it had rescinded the termination. Additionally, on September 17, 2024, Agency filed a Motion to Extend the Deadlines, requesting therein that this Office address the jurisdiction issue raised in its Motion to Dismiss. On September 18, 2024, Employee filed his Response to Agency’s Motion to Dismiss noting therein that OEA had jurisdiction over this matter and that Agency’s claims regarding his retirement were without merit. Upon review of the parties’ submissions, the undersigned

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

determined that the Prehearing Conference should proceed as scheduled. An Order was issued on September 18, 2024, retaining the conference for September 24, 2024.

Agency appeared for the Prehearing Conference on September 24, 2024, as required. Employee did not appear. Employee called the undersigned and indicated he misunderstood the orders and that was why he did not appear as required. As a result, on September 24, 2024, the undersigned issued an Order for Statement of Good Cause to Employee. Employee was to submit a written response regarding his failure to appear. That Order required that Employee file a response by October 1, 2024<sup>2</sup>, and scheduled a Prehearing Conference for October 2, 2024. Both parties appeared as required. During that Conference, the undersigned determine that briefs were required because there was a question as to whether OEA has jurisdiction over Employee's appeal. Agency asserted that Employee retired, and it had rescinded the removal action, and as a result, OEA lacks jurisdiction over this appeal. Employee asserts that he did not retire and was subject to Agency's removal action, and as such, OEA retains jurisdiction over his appeal.

That same day, I issued an Order requiring the parties to submit briefs to address the jurisdiction issue. Employee's brief was due by or before October 23, 2024, and Agency's response was due by or before November 8, 2024. Employee filed his brief on October 17, 2024. On October 31, 2024, Agency's representative contacted the undersigned inquiring as to whether Employee's brief had been filed, as Agency did not receive a copy. The undersigned provided a PDF copy of the submission filed at OEA on October 17, 2024. The undersigned also advised Employee to ensure that copies are sent to Agency. On November 8, 2024, Agency filed a Motion to Extend the Deadline to submit its brief citing that because it had not received Employee's brief until October 31, 2024, more time was needed to submit its response. Agency noted that it had emailed Employee and his representative regarding its Motion but as of the date of the submission of the Motion, no response had been received. Agency requested an extension until November 22, 2024, to submit its response. On November 12, 2024, I issued an Order granting Agency's Motion. Agency's brief was now due by or before November 22, 2024. Agency submitted its brief as required.

Following a review of the record, the undersigned determined that supplemental briefs were required. Accordingly, on January 29, 2025, the undersigned issued an Order that required the parties to submit supplemental information. Specifically, Agency was required to produce all documentation related to its rescission of the termination in this matter. That was to include a copy of any rescission letter(s) or any other document(s) utilized and/or relied upon to rescind the termination. Further, Agency was required to provide any other documentation related to the processing of Employee's retirement as noted in its brief. Employee was also required to submit copies of all documentation related to requests for health insurance or otherwise, as well as any documentation regarding the termination and retirement. The parties' supplemental submissions were due by or before February 14, 2025. Both parties submitted their respective briefs on February 13, 2025.

Agency's February 13, 2025, submission also included a Motion for Clarification. Agency cited therein that it was seeking clarification regarding what documentation it was required to provide pursuant to the January 29, 2025, Order. Agency cited that if additional documentation is required aside from what it included with its February 13, 2025, submission, that it would need more time to file such documents. In review of the Agency's February 13, 2025, submission, the

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<sup>2</sup> Employee submitted his response as required.

undersigned found that Agency had complied with the January 29, 2025, Order, absent the inclusion of a rescission letter and/or notice which rescinded Employee's termination. The other documents provided in Agency's February 13<sup>th</sup> submission satisfied the requirements for supplemental documentation as required by the January 29, 2025 Order, thus the other documentation Agency cited to were not required. As a result, I issued an Order on February 14, 2024, requiring Agency to provide the letter/notice of rescission of the termination (if such document exists) by or before February 24, 2025. On February 20, 2025, Agency filed a response citing that in review of the records, a rescission letter did not exist. Further, Agency noted that its Exhibit C in its Responsive Brief was representative of the correspondence between the Department of Corrections and the D.C. Department of Human Resources ("DCHR") regarding the rescission of Employee's termination.

On March 7, 2025, I issued an Order scheduling a Status Conference for March 13, 2025. During that conference, I determined that an Evidentiary Hearing was warranted to address the jurisdiction issue. I issued an Order on March 13, 2025, requiring the parties to submit witness lists by March 28, 2025, and scheduled a Status Conference for April 1, 2025, to discuss witnesses and set a date for the Evidentiary Hearing. On March 18, 2025, Agency filed a Motion to Supplement its Record citing that during the March 13, 2025 Status Conference, Employee had denied calling/initiating a retirement request via the online DCHR portal. Agency noted that on March 13, 2025, DCHR provided additional information, which included an email from Employee's wife email account and an audio recording of a call Employee had with a DCHR representative on July 12, 2024, initiating an appointment to discuss retirement.

Both parties submitted their witness lists as required. On March 31, 2025, Employee's representative contacted the Office and advised that he had a medical appointment that would conflict with the April 1, 2025, Status Conference. The undersigned advised that a Motion would need to be filed. On April 7, 2025, Employee's representative filed the Motion. I issued an Order on April 8, 2025, granting Employee's Motion and continued the Conference to April 9, 2025. The parties appeared as required. On April 11, 2025, I issued an Order Convening an Evidentiary Hearing for May 28, 2025. The parties were required to submit their exhibit lists by or before May 12, 2025. Neither party submitted their exhibits by that deadline. As a result, the undersigned sent a courtesy email to the parties on May 14, 2025, reminding them that the exhibits lists were due and required that they be filed at OEA by or before May 16, 2025. Agency filed its exhibits as required. Neither Employee nor his representative responded to the email. On May 20, 2025, I sent an additional email to the parties, again reminding Employee and his representative to submit exhibit lists for the Evidentiary Hearing. That email also noted that Employee and/or his representative should respond by close of business on May 21, 2025.

Neither Employee nor his representative responded. Consequently, on May 22, 2025, I issued an Order for Statement of Good Cause to Employee. This Order required Employee to submit the list by or before May 27, 2025. Given the timeframe, the undersigned permitted this information to be sent via email. Employee's representative responded on May 27, 2025, citing that they had no exhibits to present for the Evidentiary Hearing. The Evidentiary Hearing was held on May 28, 2025. Following the receipt of the transcript in this matter, I issued an Order for Closing Arguments on June 25, 2025. Closing arguments were due by or before July 28, 2025. Both parties submitted their closing arguments as required. On August 5, 2025, Agency filed a Motion to Strike Employee's Closing Argument. Agency cited therein that Employee failed to cite to the OEA Record, and

included “extra -record exhibits, and misstates witness testimony.”<sup>3</sup> No further submissions were filed by either party. The record is now closed.

### ISSUES

- 1) Whether Employee’s retirement from Agency was voluntary.
- 2) Whether OEA has jurisdiction over this matter.

### JURISDICTION

For the reasons that will be explained below, the jurisdiction of this Office has not been established in this matter as prescribed in *D.C. Code § 1-606.03 (2001)*.

### 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.

### SUMMARY OF TESTIMONY

On May 28, 2025, an Evidentiary Hearing was held before this Office. The following represents a summary of the relevant testimony given during the hearing as provided in the transcript (hereinafter denoted as “Tr.”) which was generated following the conclusion of the proceeding. Both Employee and Agency presented testimonial and documentary evidence during the Evidentiary Hearing to support their positions. During the Evidentiary Hearing, the undersigned had the opportunity to observe the poise, demeanor, and credibility of the witnesses.<sup>4</sup>

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<sup>3</sup> Agency’s Motion to Strike is Denied. The undersigned would note that as the fact finder, determinations regarding relevancy and exhibits etc., not included in the record are a part of the undersigned duties in review and evaluation of the record and the issuance of an Initial Decision. Wherefore, I find that given those duties, the undersigned will address issues regarding the closing arguments.

<sup>4</sup> For the purposes of this Initial Decision and its subsequent publication to the OEA website and D.C. Register; the name of Employee’s wife who testified during the Evidentiary Hearing (and/or was included as a part of the parties’ submissions to this Office) has been redacted to only reflect the initials of their first and last name.

### **Employee's Case in Chief**

#### **B. S. (B.S.)<sup>5</sup> Tr. pp. 11 – 20**

B.S. is Employee's wife. B.S. affirmed that she appeared on behalf of Employee at DC Department of Human Resources (DCHR) on July 23, 2024. She testified that they had an appointment with Ms. Gail Winslow to go over Employee's 401(a) distribution. Tr. 12. She cited that they were there to discuss the withdrawal of the 401(a). B.S. cited that Ms. Winslow told Employee that he also needed to choose a health and life insurance package. Tr. 13. B.S. testified that Ms. Winslow did not tell Employee he could retire during that conversation and cited that she asked how Employee was able to get health and life insurance even though he had been terminated. Tr. 14. B.S. affirmed that Employee completed the 401(a) forms and that he received the monies from it. Tr. 14. B.S. further testified that she spoke with Ms. Winslow on July 29, 2024, because "she called [Employee] and told him he needs to rewrite the language in the email that was sent to her on July 26<sup>th</sup>." Tr. 15. B.S. explained that "on July 26<sup>th</sup>, she sent her an email...I wrote the email and sent it to her with [Employee's] permission to state that [Employee's] retirement was involuntary." Tr. 15.

B.S. testified that she wrote that email because "when [Employee] received his personnel action form, it stated that he had retired, and we had no knowledge of him being retired. He was terminated from the Department of Corrections." Tr. 17. She affirmed that she spoke to Ms. Winslow on July 29, 2024, about the email. B.S. stated that during that conversation, Ms. Winslow told her that the email language needed to change, or she would be in trouble with her supervisor and that it needed to be cited as a voluntary retirement, not involuntary. Tr. 18. B.S. iterated that they never knew anything about Employee being retired, as he had been terminated.

When asked by the administrative judge when she saw the personnel action, B.S. testified that on July 23, 2024, she went to Mr. Parker's house and that's when they called to get a copy of the form.

#### **Employee Tr. Pp. 21 – 76**

Employee testified that he received notice that he was terminated from Agency when he received a package in the mail on July 12, 2024. Tr. 21. Employee cited that upon receipt, he contacted the Department of Human Resources (DCHR). Tr. 22. Employee testified that he called to talk about his 401(a) process. Tr. 22. He did not get the name of the person he spoke with. He noted that the person said someone from DCHR would reach out to him about it. Tr. 23. Employee testified that he heard from DCHR's Ms. Gail Winslow-Williams on July 19, 2024. He said that they discussed setting up a meeting and that they ultimately met on July 23, 2024. Tr. 23. His wife accompanied him to this meeting. Tr. 24. Employee maintained that the context of his meeting with Ms. Winslow-Williams was to go over his 401(a) benefits and life insurance. Employee noted that he was "startled when she told me you can still get your health benefit and life insurance, because I was terminated, and she stated to me, I don't know why they don't tell people this, but you can still get your health benefit." Tr. 24.

Employee testified that at that time, Ms. Winslow-Williams did not say he was retiring or that he could retire. Tr. 25. Employee affirmed that he completed his 401(a) benefits, insurance benefits and that he received both of those. Initially Employee cited that he did contact Ms. Winslow-Williams after that meeting but then stated that Ms. Winslow-Williams contacted him via phone on

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<sup>5</sup> Referred to by initials of first and last name.

July 29, 2024. Tr. 25. He said that Ms. Winslow-Williams told him that “the email I received from you, you need to change that language because she can get in trouble with her supervisor.” Tr. 25-26. Employee testified that he told Ms. Winslow-Williams that he would have his wife reach out because she was the one who sent the July 26<sup>th</sup> email. Tr. 26. Employee noted that he thought that Ms. Winslow-Williams meant to change the language that said involuntary retirement. Employee iterated that he was terminated and that he wrote involuntary retirement because the personnel action form he received indicated that he had retired. Tr. 26.

Employee testified that he could not retire from the DOC “because as a DC Corrections Officer, the Department of Corrections does not have retirement unless you’re a federal government employee.” Tr. 26-27. Employee cited that he could get his 401(a) but that he believed only federal government employees could retire. Tr. 27. He noted that he was not considered to be a federal employee.

On cross-examination, Employee could not recall whether the notice he received on July 12, 2024, was dated July 9, 2024. Employee affirmed that prior to the receipt of that notice, that he was aware that DOC was attempting to terminate him. Tr. 28. He cited that prior to July 12, 2024, no one at DOC gave him the option to retire or resign in lieu of termination at DOC. Employee affirmed that he filed his Petition for Appeal at OEA on July 24, 2024. Tr. 29. Employee affirmed that his first contact with DCHR was through a phone call. He cited that it was to the 401(a) benefit team. Tr. 30. He indicated that he got the number for DCHR on a “piece of paper” that he had through the year about 401(a). Tr. 30. He noted that he had this document since he was with DOC. Tr. 30. Employee testified that when he called, he told them that he wanted to discuss his 401(a) and that they told him that someone would contact him. Tr. 30-31. Employee testified that he did not tell that person on the phone that he wanted to retire. Tr. 31. He cited that the person on the phone did not talk about retirement, nor did they mention a retirement date. Tr. 31.

\*Agency’s Exhibit 1 – An Audio File from the Phone Recording on July 12, 2024, was played\*

**Transcript of Audio Recording : Tr. 33-40**

Ms. Evelyn: Good afternoon, this is Evelyn, how may I assist your call?

Employee: Yes, ma’am I’m just wondering, I had to send an email to Department of Human Resources to schedule an appointment, you know, to talk about my benefits and submitting my benefits and everything, my health benefits because I resigned from the agency.

Ms. Evelyn: You did? You sent that over today. Did you get an HRC number when you submit—when you sent that email? So you wouldn’t –

Employee: Yeah, I did.

Ms. Evelyn: It would’ve been an email to you with a ticket number. It usually starts with HRC and it is about an eight-digit number.

Employee: Let me, let me –

Ms. Evelyn : Let me see if I can also find it. What is your first and last name?

Employee: [gave first and last name]

Ms. Evelyn: Okay, [Employee] and, Mr. [Employee], when did you send that email?

Employee: At around 2, around 2:30, 3:00, 3:30.

Evelyn: Oh, today?

Employee: Yes.

Ms. Evelyn: That was today? Okay, let me see. Hold on one moment. Let me see the time, about 2:30. You know I don't see one in here for you. Okay, this is what we'll do. I'm going to submit a ticket for you.

Employee: uh-huh

Ms. Evelyn: All right, Mr. [Employee], I'm going to go ahead in put in a request for you, a ticket for initiating a retirement consultation. I'm going to go ahead and fill in some of the information on your behalf. [confirms spelling of Employee's last name]

Employee: Yes, uh-huh.

Ms. Evelyn: Okay. Nothing is coming up, can you spell that for me? Maybe I'm typing it in wrong.

Employee: Ma'am you need me to spell last name?

Evelyn: Yeah, your first and last name, spell it out for me.

Employee: Spells full name.

Evelyn: Okay, perfect and you're with the Department of Corrections?

Employee: Yes

Evelyn: Great, and can you give me a good phone number for you?

Employee: Provides number ending in 26.

Evelyn: Repeats number

Employee: Yes.

Evelyn: Okay

Employee: Need my email?

Evelyn: No, that should be enough, but yeah, I'll write down your email, but bear with me for just a moment.

Employee: Sure, uh-huh.

Evelyn: And when were you first hired with the District government?

Employee: Back in 2006. I started back in 1990 but I came back in 2006.

Evelyn: Okay. Did you ever retire from the District government before?

Employee: No, no.

Evelyn: Okay and how soon do you want to retire? When do you plan your retirement date to be?

Employee: Is that the effective date? Today.

Evelyn: Okay, so the effective date of your retirement would be today?

Employee: Yes

Evelyn: Ok and have you ever been on workers' compensation?

Employee: Workers' compensation? Yes, one or two, yes once I had I think, one or two times.

Evelyn: All right and how old are you?

Employee: 63

Evelyn: All right. Give me a good email address for you.

Employee: [Provides email.]

Evelyn: And you said you were 60?

Employee: three.

Evelyn: Oh, 63, okay.

Employee: 63, three.

Evelyn: Here we go, all right. Okay, I'm going to go ahead and give you your ticket number. As far as your initial question, as far as how long does it take, it typically takes around three to five business days for someone to reach out to you to schedule an appointment based on their availability. So you'll wait to be contacted by a retirement specialist. Check the status and that's going to be ticket number [provides ticket number]

Employee: Okay let me read that back to you. [Reads back number]

Evelyn: Yes. Yes, that's correct. All right?

Employee: All right, thank you, ma'am.

Evelyn: You're very welcome. Mr. [Employee], and just give them until the end of next week to reach out to you.

Employee: All right, thank you. Okay.

Evelyn: Have a great one. Take care.

Employee: You too.

**End of Audio Play.**

Employee affirmed that it was his voice on the recording in Exhibit 1. Tr. 40. Employee also affirmed that this was the call that he initiated to DCHR and that there were discussions using the word retirement. Tr. 41. Employee also affirmed that nowhere in that recording did he say anything about 401(a) distribution. Employee also affirmed that he made this call on July 12, 2024. Tr. 41-42. Employee affirmed that July 12, 2024, was the day he received the final notice of adverse action terminating his employment. Tr. 42. Employee affirmed that after he received the final notice, he first sent an email to DCHR and then followed up with the phone call. Tr. 42. In review of Agency's Exhibit 2, Employee cited that he did not send this email on July 12, 2024. He cited that his wife did not send it. Tr. 43. Employee confirmed his Gmail address and his wife's Gmail address and phone number.

Employee testified that he spoke to someone from DCHR on July 19, 2024. He testified that the purpose of the call was about his 401(a) and that he spoke with Gail Winslow-Williams. He cited that Ms. Winslow-Williams said she was calling to set up an appointment to talk about his 401(a). Tr. 46. Employee testified that he went to DCHR on July 23, 2024, and met with Ms. Winslow-Williams at 1015 Half Street. He did not go to DCHR any other day. Tr. 47. Employee cited that he had a call on July 19, 2024, and a meeting on July 23, 2024, and that the only person he met with was Ms. Winslow-Williams and she processed all his paperwork. Tr. 48. Employee affirmed that Agency's Exhibit 3 was his 457(b) deferred compensation money. He also affirmed that at the back of that document was a copy of a check of his. Tr. 49. He also identified his signature on page 4 of Agency's Exhibit 4. Tr. 50. He also identified Agency's Exhibit 4 as his 401(a) distribution form and confirmed a copy of a check of his. Tr. 51. Employee affirmed that this document was dated August 29, 2024. Tr. 52. He cited that he could not recall how he completed this form, but that he did not go to DCHR. Tr. 52. Employee also identified his wife's signature on the document.

Employee testified that he did not receive a letter from DCHR describing his retirement benefits. Tr. 53. Employee reviewed Agency's Exhibit 7 which had a date of 7/19/2023. Tr. 53. He confirmed that his address was on the form and that the letter was addressed to him. Tr. 54. Employee reiterated that it was his testimony that he did not receive that letter. Tr. 54. He affirmed that the document showed his years in service and talked about his health and life insurance options. Tr. 54. Employee testified that the first time he learned that he had been coded as 'retired' instead of 'terminated' was when he went down to DCHR on July 23, 2024. Tr. 55. Employee testified that after speaking with Ms. Winslow-Williams on July 29, 2024, he decided to go back down there and

get a copy of his personnel action form. Tr. 55. Employee cited that he wanted a copy of his SF-50, so he got it on July 23, 2024. Tr. 55 Employee stated when he went down on July 23<sup>rd</sup>, he “had no clue [he] was retired, so I left Andra Parker on hold to go back down there and receive a personnel action form.” Tr. 56.

Employee asserts that when he met with Ms. Winslow-Williams on July 23, 2024, they talked about the 401(a), health benefits and life insurance. Tr. 57. He cited that they did not talk about anything else. Tr. 57. He stated that Ms. Winslow-Williams did not tell him that as a terminated employee he was not eligible for health or life insurance. Tr. 57. He cited that he informed her he was terminated and she said he could still get his health benefits, and that she did know why they don’t inform people about that. Tr. 57. Employee affirmed that he wanted health insurance and life insurance. Tr. 58. He said he wanted it because DCHR offered it to him. Tr. 58. He affirmed that he needed health insurance, but he did not seek it out for a specific treatment or health problem. Tr. 59. Employee reviewed Agency’s Exhibit 15. Employee testified that he could not recall an email sent to Ms. Winslow-Williams on August 28, 2024. He affirmed it was his email address on the email but cited he could not remember if he sent it. Tr. 60. Employee further testified that his wife had access to his email, and that no one else did aside from that. Tr. 61.

Employee affirmed that this email included discussions about the insurance benefits quote and that this August 28, 2024, email also discussed his need for health insurance. Tr. 61. Employee affirmed that between July 12, 2024, into August 2024, he had many discussions with DCHR about his benefits. Tr. 63. Employee affirmed that he knew that as a terminated employee he was not eligible for health or life insurance benefits. Tr. 63. Employee affirmed that it was his signature on Agency’s Exhibit 9. Employee testified that he was not aware that the District paid money for his life insurance and health insurance post-retirement. Employee testified that he was not prepared to pay that money back nor was he able to pay the money back. Tr. 65. Employee maintained that the only person he met at DCHR was Ms. Winslow-Williams. Tr.65 Employee testified that he canceled his health insurance around December 2024, because he could no longer afford to pay for it. Tr. 66. He cited that he had health insurance from around September to December 2024. Tr. 66. The same was true for his life insurance payments as well. Employee testified that he did not tell Ms. Winslow-Williams that he needed health insurance for a medical problem.

On redirect, Employee maintained that he did not speak to Ms. Winslow-Williams about retirement. He also cited that he did not believe his health benefits were retirement. Tr. 68. Employee stated that no one told him his health benefits were retirement, and no one discussed what retirement he was eligible for. Tr. 69. Employee cited that he was not receiving social security benefits. He believed he was discussing his benefits related to his 401(a). Employee asserted that he did not resign from the DOC. Tr. 69.

When asked by the administrative judge what Employee meant when he used the word retirement during the recorded phone call with DCHR and confirmed the retirement effective date of July 12<sup>th</sup>, Employee stated that he thought that meant it was his last day at DOC because he was terminated.

### **Agency’s Case-in Chief**

Dede Pearson (“Pearson”) Tr. 76 – 84

Pearson works at DOC as a Human Resource Specialist and handles disciplinary matters. Tr. 77. Pearson affirmed that she worked on Employee’s adverse action. She assisted the proposing and

deciding official by drafting documents to make sure they met the *Douglas* factor analysis correctly and also ensured that the documents met appropriate deadlines. Tr. 77. Pearson testified that Employee was terminated from Agency effective July 12, 2024. Pearson cited that at no time did anyone from DOC insist that Employee retire or resign before or after July 12, 2024. Tr. 78. Pearson further testified that she did not directly deal with the conversion of Employee's termination to retirement. Tr. 79. She recalled that another HR specialist had received a call from the main DCHR requesting if DOC would be "okay if [Employee] retired in lieu of his termination. Tr. 79. Pearson noted that a conversion from a termination to retirement is not typical, as usually if an employee knows they may be terminated, they will resign or retire on their own before the termination is inputted into the system. Tr. 79. Pearson cited that she assumed a benefit to retiring versus being terminated is that "on paper your SF50...won't show that you were terminated for cause so that would be the benefit." Tr. 80. She also believed that a retired employee was eligible for health and life insurance benefits, but she wasn't sure.

On cross-examination, Pearson testified that if an employee resigns, their resignation is usually submitted in writing to their supervisor. She further cited that Employee's case was different because he was on administrative leave at the time, but she confirmed that she did not receive a request or letter from Employee stating that he wanted to retire or resign. Tr. 81-82. Pearson further noted that retirement is a process handled by DCHR, and that the DOC HR cannot handle that. She stated that the person seeking to retire had to contact the DCHR Benefits and Retirement Office. Tr. 82. Pearson was not sure if their retirement would be different from someone hired at DOC prior to 1987. Tr. 82. Pearson did not know Employee's date of hire so she did not know whether he would be under Civil Service Retirement. Tr. 83. Pearson reiterated that the retirement process is handled by DCHR.

Lurendy Wimbush Armstrong ("Armstrong") Tr. 84 - 89

Armstrong testified that she works in the DOC Human Resources Department, and she is responsible for assisting with anything related to DOC employees. Tr. 85. She did not have any involvement in Employee's termination. She affirmed that she received a call from Carlos Jones at DCHR inquiring whether DOC would allow Employee to retire instead of being terminated. Tr. 86. Jones did not indicate to Armstrong why this inquiry was made. Tr. 86. Armstrong testified that DOC allowed Employee to retire. T.86. She explained that they did so because they had no issues with allowing him to retire versus being terminated. Tr. 86-87. She noted that it would not be on his record as a termination. Armstrong could not recall whether she received any calls to convert the termination into a retirement. Tr. 87.

On cross-examination, Armstrong cited that she did not know the policy regarding termination versus retirement. Tr. 88. Armstrong explained that when an employee retires they go to the DCHR Benefits unit and if they're eligible, they can retire. Tr. 88. She affirmed that she received a call from Carlos Jones who works at DCHR. Tr. 89. Armstrong did not know whether it was common to allow an employee to change from termination to retirement. Tr. 89.

Gail Winslow-Williams ("Winslow-Williams") Tr. 91 – 128

Winslow-Williams testified that she works for DCHR in retirements. As a retirement specialist, she discusses health and life insurances with retirees. Tr. 93. She affirmed that retired DC Government employees are entitled to health and life insurance. Tr. 93. She explained that retirement benefits are not expensive and are lower than market rate places. Tr. 93. Winslow-Williams also

confirmed that the District government pays a portion of the retirement and that the government portion is larger than the employee portion and the same is true for health insurance and life insurance. Tr. 94. Winslow-Williams explained that life and health benefits are not available for terminated employees. Tr. 94. She further noted that terminated employees do not have an option for continued life and health insurance. Tr. 95.

Winslow-Williams cited that DCHR has a system called ServiceNow whereby an employee goes and asks to retire, and they are assigned a specialist. She explained that once a matter has been assigned to her, she goes in to see whether they have health and life insurance and then she looks into the system to confirm their age and then calls to set up an appointment. Tr. 95-96. The factors she looks for are age and years of service. There is a minimum five (5) years to retire and the minimum age for retirement for DC is 62 and civil service is 50. Tr. 96. She explained that in DC, under the 401(a) plan, the employee has to be 62 and have had their health and life insurance for at least five years. Tr. 96. She also explained that you have to be 62 to collect social security benefits. Tr. 97. To get Medicare a person has to be 65 or older. Tr. 97. Winslow-Williams affirmed that she worked with Employee as his retirement specialist and she was assigned to him via ServiceNow. Tr. 98.

Winslow-Williams identified Agency's Exhibit 10 as an email that told her that Employee wanted to retire. She affirmed that she reached out to Employee via phone. Tr. 99. She cited that she had reviewed Employee's information beforehand and determined that he had been terminated and was not eligible for benefits. Tr. 100. She said she told Employee to come in and bring his social security statement and a voided check. She affirmed that Employee came to meet with her. Tr. 101. She cited that he was alone when he came in and around July 23, 2024. Tr. 102. She testified that she told him that since he had been terminated, that he was unable to get health and life insurance. She said that he indicated that he needed his health and life insurance. Winslow-Williams went to her supervisor and asked if they could change him to retirement status. Tr. 103. She cited that Employee iterated that he needed his health and life insurance because he was ill. Tr. 103. Winslow-Williams denied ever telling Employee that he could get health and life insurance as a terminated employee. She cited that he could get continuation of coverage which would be more expensive Tr. 103. She denied telling Employee that as a terminated employee he could have the same benefits as someone who had retired. Tr. 104. Winslow-Williams testified that it appeared that Employee understood what she was telling him during the meeting. Tr. 104.

Winslow-Williams cited that she talked to her supervisor and her supervisor said he would call the Agency to see if they would take out the termination and allow Employee to retire. Tr. 104-105. She further testified that she told Employee during their meeting that day that the Agency had agreed to let him retire instead of being terminated. She cited that Employee's response was that he said, "okay because he needed his health and life insurance." Tr. 105. She maintained that this was what was discussed at this meeting and that she did the 457 paperwork with Employee but not the 401(a). Tr. 105. She cited that someone named "Pelumi" helped Employee with the 401(a) paperwork. Tr. 107. Winslow-Williams cited that she did not meet with Employee after that time but did speak with him on the phone. She affirmed that she sent the letter noted as Agency's Exhibit 7 to Employee. She asserted that she completed the letter after she talked to Employee, but prior to when he came for the appointment. Tr. 108. She cited that the purpose of this letter was to let him know how much the premiums would be for life insurance and the age requirements etc. Tr. 108. She affirmed it was her practice to complete one of these letters for retirees she worked with. Tr. 109. She cited that she emailed the letter to Employee. Tr. 109. He did not have any questions about the letter.

Winslow-Williams testified that she believed she talked to Employee twice via phone. Tr. 109. She did not recall the specific date, but recalled it was after the July 23<sup>rd</sup> meeting. She called him and stated that he wanted to cancel his health insurance. Tr. 110. The second contact was an email, so she confirmed it was one call and one email following the meeting. The email was about whether she had canceled his health insurance. Tr. 111. She reviewed Agency's Exhibit 15 and noted that it indicated that he wanted to cancel his insurance and also cited stress and medical issues. Tr. 113. She affirmed that he said similar information on July 23<sup>rd</sup>. Tr. 113. Winslow-Williams did not recall meeting with Employee's wife. Winslow-Williams testified that she did not attempt to convert Employee from terminated to retired without his permission. Tr. 114. She has never converted anyone without their permission. Tr. 115. She cited that she helped Employee so he could try to keep his health and life insurance. Tr. 115.

On cross-examination, Winslow-Williams affirmed that she worked for DCHR as a retirement specialist. Tr. 115. She cited that she gives forms but doesn't normally handle the 401 or 457. She affirmed that she told Employee to bring a voided check, as they ask for that information so it can be processed. Tr. 116. She affirmed that she told Employee if he retired he could receive health benefits. Tr. 116. She cited that Employee said 'okay' because he needed his health and life insurance. Tr. 117. She affirmed that after the meeting, she spoke with Employee via phone. Tr. 117. She did not call Employee about changing his retirement. Tr. 117. She did speak with Employee about his paperwork. She affirmed that she spoke to her supervisor about having the Agency allow him to retire and retain his benefits. Tr. 118. Winslow-Williams cited that they normally ask employees if they want to change from termination to retirement, she cited Employee indicated that he was ill, so he wanted to keep his health and life insurance. Tr. 119. Winslow-Williams cited that she was not familiar with Employee's wife and had not spoken with her. She believed she may have received an email from Employee's wife. Tr. 120. Winslow-Williams also explained that when an employee wants to retire, it is put through ServiceNow, and a retirement specialist gets assigned. Tr. 120. ServiceNow is related to benefits in general and does not have to specify retirement. Tr. 121.

Winslow-Williams testified that she never spoke to Employee about a 401(a), but he did complete a 457. Winslow-Williams further noted that if Employee is 62 or older he would be eligible for social security. Tr. 122. She cited that they do not handle social security in their office, the only thing they do is give them forms. Tr. 124. She explained that there is no form for that until a person is 65 for Part B. Tr. 124. Winslow-Williams reiterated that she did not recall speaking with Employee's wife. She explained that the email she received inquired whether the health benefits had been canceled. Tr. 126.

When asked by the Administrative Judge whether ServiceNow indicates what an employee requested to be contacted about, Winslow-Williams testified that it would show that a person wished to retire etc. Tr. 128.

Carlos Jones ("Jones") Tr. 129 – 139

Jones works at DCHR and is a retirement manager. He affirmed that he was Winslow-Williams' supervisor. He affirmed that he oversaw Williams' case with Employee. He got involved when Winslow-Williams asked if they could see whether DOC would allow Employee to retire instead of being terminated so that he could retain his health benefits. Tr. 130. Jones testified that he emailed the HR Department at DOC, specifically "Ms. Lurendy" and copied "Ms. Denise" and inquired if they would "rescind the termination action, so our team could place the retirement action in our human resources information system." Tr. 131. Jones identified Agency's Exhibit 14 as the

email that he sent to Ms. Lurendy Armstrong regarding the rescission of the termination. Tr. 131-132. He testified that DOC agreed to rescind the termination. Tr. 132. Jones did not recall the issue with the retirement date; his only input was to get the termination removed so that the retirement could be entered into their system. Tr. 133. He did not have any direct communications with Employee or his wife. Jones asserted that the District government does not benefit in any way by converting Employee's termination to retirement. He cited that only the employees would benefit as they are afforded the opportunity to take advantage of their benefits with them. Tr. 134.

On cross-examination, Jones was asked to read his email noted as Agency's Exhibit 13. That email read: "Good Morning, I am reaching out on behalf of [Employee]. I am asking if DOC staff would be willing to rescind his termination action to allow for [Employee] to retire and be allowed to get his medical and life insurance into retirement. Of course, the decision is solely up to you all." Tr. 135. Jones reiterated that he did not speak with Employee. Jones was asked to review Agency's Exhibit 7 – the notification of personnel action dated 7/19 and confirmed it was dated 7/19. Jones affirmed he was aware that Employee spoke with Winslow-Williams. Tr. 136. He was aware that Winslow-Williams met with Employee via an appointment through ServiceNow but did not recall the date. He had no recollection whether Employee met with Winslow-Williams before or after the personnel action dated 7/19. Jones did not have any role with the personnel action. Tr. 137. He cited that it appeared that Winslow-Williams had processed the action. Tr. 137. When asked to review Agency's Exhibit 7 and the comment which stated, "voluntary retirement effective 7/20, lump sum and leave payment...", Jones cited that Winslow-Williams would have been responsible for entering that information, which is why her name is shown in the bottom right corner of the document. Tr. 137. Jones affirmed that an action can be rescinded if it is approved by the agency. Tr. 138. The approval in Employee's case was based upon the email received back from Lurendy Armstrong agreeing that Agency would rescind the termination action. Tr. 138-139.

## FINDINGS OF FACT, ANALYSIS AND CONCLUSIONS OF LAW

### Summary of the Parties' Positions

#### Employee's Position

Employee maintains that OEA has jurisdiction over his matter because he was terminated from his position on July 12, 2024. Employee asserts that the retirement that Agency processed was involuntary in nature and that he never agreed to retire. Employee argues that he received a proposed Notice of Action on May 23, 2024 and that "in a memorandum dated July 9, 2024, from the Office of the Director, Thomas Faust, notified the Employee effective July 12, 2024, of his removal from his position as Lead Correctional Officer."<sup>6</sup> Employee notes that his personnel record reflects a voluntary retirement effective July 20, 2024.<sup>7</sup> Employee avers that this is contradictory to Director Faust's letter regarding termination. Employee also asserts that on July 23, 2024, he went to the "D.C. Office of Human Services ("OHS") located at 1015 Half Street SE for the sole purpose of benefits and services regarding 401 investment Monetary Refund."<sup>8</sup> Employee further avers that "the appearance of Employee was after the agency official decision to determine the employee retired without his knowledge or permission."<sup>9</sup> Employee also contends that on "July 23, 2024, Employee

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<sup>6</sup> Employee's Brief on Jurisdiction (October 17, 2024).

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

<sup>8</sup> *Id.* at Page 2.

<sup>9</sup> *Id.*

discover this information during a cellular telephone call received from Gail Winslow-[Williams], Personnel Specialist relating there was an issue with Employee Personnel Action Form 50...[f]urther, related Employee email her documentation immediately supporting he retired.”<sup>10</sup> Employee asserts that Ms. Winslow-Williams indicated a “failure to do so would be problematic for both parties....[a]dditionally, refusal to comply with a letter or document that Employee retired, she could not process Employee 401K Investment Monetary Fund.”<sup>11</sup> Employee cites that this call was received while he was with his wife while they were both at the residence of his representative, Andra Parker. Employee asserts that his wife talked to Ms. Winslow and stated that he did not retire and also would not comply with the email.<sup>12</sup>

Employee also avers that Agency submitted misleading documentation to reflect its position that he voluntarily retired. Employee also avers that Ms. Winslow Williams asked him to change language from an email he sent citing that he had involuntary retired, following an issue with Employee’s SF-50 which reflected a termination.<sup>13</sup> Employee also argues that he never received any Social Security retirement benefits and that he was entitled to that due to his age, thus showing that he did not voluntary retire from Agency. Employee avers that Agency purposely “falsified information” in order to deny him the right to appeal his case.<sup>14</sup> Employee also asserts there is a related civil action pending which leads him to believe is the reason why Agency wants to deny his opportunity to appeal at OEA.<sup>15</sup>

### **Agency’s Position**

Agency asserts in its Motion to Dismiss that this Office lacks the jurisdiction to adjudicate this matter because Employee retired. Agency asserts that Employee was subject to adverse action due to an on-duty incident that occurred on August 17, 2023.<sup>16</sup> Agency cites that on May 23, 2024, it issued a Notice of proposed removal to Employee and that Employee received a hearing following his request. Agency avers that on July 9, 2024, Agency issued a final notice terminating Employee effective July 12, 2024.<sup>17</sup> Agency asserts that “on July 12, 2024, Employee initiated a request to retire with the D.C. Department of Human Resources (DCHR) via an online portal.” His request was ultimately assigned to HR Specialist Gail Winslow-Williams.<sup>18</sup> Agency asserts that this online portal is called ‘ServiceNow’ and the call was audio recorded.<sup>19</sup> Agency argues that on this call, “Employee told DHCR that he wanted to discuss his benefits.” He was also asked “what date he wanted to retire and [he] told the caller he wanted to retire effective immediately.”<sup>20</sup> Agency cites that Employee met with Ms. Winslow-Williams on July 22, 2024, wherein she informed Employee that he was not eligible for benefits because he had been terminated.<sup>21</sup> Agency avers that “Employee informed Winslow-Williams that he needed his benefits because he had a medical condition.”

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<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

<sup>13</sup> Employee’s Closing Argument (July 17, 2025). The undersigned would also note that Employee’s closing arguments included evidence that was not previously entered into the record. As a result, this any evidence of this nature was not considered for the purposes of this decision.

<sup>14</sup> *Id.*

<sup>15</sup> *Id.*

<sup>16</sup> Agency’s Response to Employee’s Brief Regarding Jurisdiction (November 22, 2025). Agency noted that Employee was charged with Neglect of Duty and Failure/Refusal to follow instructions.

<sup>17</sup> *Id.*

<sup>18</sup> Agency’s Brief at Page 2.

<sup>19</sup> Agency’s Closing Argument at Page 2 (July 28, 2025).

<sup>20</sup> *Id.*

<sup>21</sup> *Id.*

Agency notes that Winslow-Williams “discussed with Employee the possibility of retiring (instead of termination) so that he could retain his benefits [and] Employee determined that he wanted to proceed with the retirement route.”<sup>22</sup>

Agency further provides that Ms. Winslow-Williams contacted her supervisor, Carlos Jones, and he contacted the DOC to see whether they would agree to allow Employee to retire.<sup>23</sup> The DOC informed Jones that it would allow Employee to retire, and Ms. Winslow-Williams relayed that to Employee. Agency avers that on July 22, 2024, “both Employee and Winslow-Williams, as the “Authorized Agency Official,” executed an Other Post-Employment Benefits Application for “Retirement Enrollment” form.”<sup>24</sup> Agency asserts that this reflected that Employee retired effective July 20, 2024 and Employee retained his benefits.<sup>25</sup> Agency cites that after this, “Employee and his [wife], then met with Andra Parker, a union representative.”<sup>26</sup> Following this, Agency avers that Employee filed an appeal at OEA on July 24, 2024. Then on July 26, 2024, Employee sent an email to both Winslow-Williams and the DOC director citing that his retirement was involuntary.<sup>27</sup> Agency asserts that testimony provided during the Evidentiary Hearing confirmed that DOC agreed to allow Employee to retire and that the evidence shows that Employee’s retirement was voluntary.<sup>28</sup>

Agency asserts that it is a “longstanding principle that retirements are presumed to be voluntary.”<sup>29</sup> Further, Agency cites that it has been held that “to rebut the presumption of voluntariness, the employee must prove (1) that one side involuntarily accepted the terms of another; (2) that the circumstances permitted no other alternative; and (3) that the circumstances were the result of coercive acts by the employer.”<sup>30</sup> Agency argues that “put another way, a retirement will be deemed involuntary when the employer forces the employee to retire under coercion or duress or the employer obtains the retirement by deceiving or misrepresenting a material fact to the employee.”<sup>31</sup> Agency also asserts that even if retirement is the result of a difficult choice of options between retirement and termination, this difficult choice does not amount to an involuntary retirement.<sup>32</sup> Agency contends that it did not coerce nor force Employee to retire. Agency reiterates that “after he was terminated for cause, Employee went to DCHR to obtain his benefits...DCHR communicated with DOC and Employee about the possibility of retirement in lieu of termination.”<sup>33</sup> Agency maintains that Employee chose retirement and while it may have been a difficult choice like that in the *Keyes v. D.C. Department of Human Services* matter, it did not result in an involuntary retirement.<sup>34</sup>

Agency avers that Employee could have “let the termination stand and fought it before OEA.” Further, Agency contends that “Employee makes no allegations in his OEA appeal that DOC forced him to retire, nor did Employee present any evidence which would imply that his retirement

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<sup>22</sup> *Id.*

<sup>23</sup> *Id.* at Page 2.

<sup>24</sup> *Id.*

<sup>25</sup> *Id.*

<sup>26</sup> *Id.* at Page 3.

<sup>27</sup> *Id.*

<sup>28</sup> *Id.* at Pages 3-10 which reflect Agency’s summary of the testimony at the Evidentiary Hearing.

<sup>29</sup> *Id.* at Page 11.

<sup>30</sup> *Id.* citing to *Christie v. United States*, 518 F. 2d 584, 587 (1975).

<sup>31</sup> *Id.* at Page 12.

<sup>32</sup> *Id.* citing to *Keyes v. D.C. Department of Human Services*, 372 F.2d 434 (D.C. Cir. 2004).

<sup>33</sup> *Id.* at page 13.

<sup>34</sup> *Id.*

from DOC was anything but voluntary.”<sup>35</sup> To this end, Agency argues that Employee’s assertions that DOC “involuntarily retired him is preposterous.”<sup>36</sup> Agency cites that “to the extent that Employee alleges his retirement was involuntary due to fraud or duress by DCHR, such a claim is unsupported by the record and is entirely ridiculous.”<sup>37</sup> Agency cites that “Employee’s claim that Winslow-Williams fraudulently converted him from terminated status to retired without his knowledge is nonsensical.” Agency avers that “only Employee benefitted from his retirement” and “no District agency or employee stood to gain from converting Employee’s termination to a retirement.”<sup>38</sup> Agency also asserts that Employee’s testimony was not credible and was “refuted by Agency’s exhibits.”<sup>39</sup> Agency argues that Employee’s claims that he only called to access his 401(a) funds is contradictory to the record. Agency cites that the “audio recording from the July 12, 2024 phone call directly refuted his testimony as there was no mention of his 401(a) funds..[instead Employee told DCHR that he needed his benefits.”<sup>40</sup> Additionally, Agency asserts that “Employee’s testimony that Winslow-Williams told him he was eligible for benefits even though he was terminated is nonsensical and incredible.” Agency maintains that “Winslow-Williams testified that she told [Employee] he was ineligible for benefits as a terminated employee but eligible if he could be converted to a retired employee.”<sup>41</sup>

Agency also avers that Employee’s testimony that “he left the July 22, 2024 meeting not knowing he retired is unbelievable.” Agency maintains that “Employee was asked during the July 12, 2024 phone call on what date he wanted to retire...[and] Employee completed and signed a form entitled “Other Post Employment Benefits (OPEB) Application which stated that Employee was applying for Retirement Enrollment.”<sup>42</sup> Agency reiterates that upon review of the documentation, including the retirement forms, premium amounts etc., that Employee retired and had made benefits selections.<sup>43</sup> As such, Agency asserts that Employee voluntarily retired and that because he did so, OEA lacks the jurisdiction over this appeal and that it should be dismissed.

## **ANALYSIS**<sup>44</sup>

### **Jurisdiction**

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 OPRAA confer jurisdiction on this Office to hear appeals, with some exceptions. According to 6-B

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<sup>35</sup> *Id.*

<sup>36</sup> *Id.* at Page 14.

<sup>37</sup> *Id.*

<sup>38</sup> *Id.*

<sup>39</sup> *Id.* at Page 15.

<sup>40</sup> *Id.*

<sup>41</sup> *Id.* at Pages 15-16.

<sup>42</sup> *Id.* at Page 16.

<sup>43</sup> *Id.* at Page 17.

<sup>44</sup> Although I may not discuss every aspect of the evidence in the analysis of this case, I have carefully considered the entire record. *See. Antelope Coal Co./Rio Tino Energy America v. Goodin*, 743 F.3d 1331, 1350 (10th Cir. 2014) (citing *Clifton v. Chater*, 79 F.3d 1007, 1009-10 (10th Cir. 1996)) (“The record must demonstrate that the ALJ considered all of the evidence, but an ALJ is not required to discuss every piece of evidence”).

of the District of Columbia Municipal Regulation (“DCMR”) § 604.1<sup>45</sup>, this Office has jurisdiction in matters involving District government employees appealing a final agency decision affecting:

- (a) A performance rating resulting in removal;
- (b) An adverse action for cause that results in removal, reduction in grade, or suspension for 10 days or more; or
- (c) A reduction-in-force; or
- (d) A placement on enforced leave for ten (10) days or more.

OEA Rule 631.2, 6-B DCMR Ch. 600 (December 27, 2021), states that “[t]he employee shall have the burden of proof as to issues of jurisdiction...” Pursuant to this rule, the burden of proof is by a preponderance of the evidence which is defined as “[t]hat 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.” This Office has no authority to review issues beyond its jurisdiction.<sup>46</sup> Therefore, issues regarding jurisdiction may be raised at any time during the course of the proceeding.<sup>47</sup>

### **Retirement (Voluntary or Involuntary)**

The question of whether a retirement/resignation is voluntary or involuntary has been considered in several cases before this Office. A typical matter concerns an employee who retires or resigns and then appeals to OEA, arguing that their retirement/resignation was the result of coercion, duress or constructive discharge.<sup>48</sup> When determining whether a retirement was voluntary or involuntary, this Office aligns with the seminal case in the federal sector on this issue, *Christie v. United States*.<sup>49</sup>

“In *Christie*, the plaintiff claimed that she was wrongfully separated from the government by means of a coerced resignation. The U.S. Court of Claims held that, as a matter of law, the plaintiff’s resignation was voluntary. Christie was a Veteran’s preference employee of the U.S. Navy Department. She was issued an advance notice of proposed removal for cause for attempting to inflict bodily injury on her supervisor. She denied the charge. The agency issued a final decision to remove Christie, but allowed her an opportunity to accept a discontinued service retirement instead of being fired. Christie resigned and accepted the retirement benefit. Then, she filed an appeal with the U.S. Civil Service Commission (“CSC”). The CSC dismissed the appeal for lack of jurisdiction and the plaintiff appealed to the U.S. Court of Claims. In finding that the resignation was voluntary, the Court of Claims held that employee resignations are presumed to be voluntary.”<sup>50</sup> The Court further stated:

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<sup>45</sup> See also, Chapter 6, §604.1 of the District Personnel Manual (“DPM”) and OEA Rules.

<sup>46</sup> See *Banks v. District of Columbia Public Schools*, OEA Matter No. 1602-0030-90, *Opinion and Order on Petition for Review* (September 30, 1992).

<sup>47</sup> See *Brown v. District of Columbia Public Schools*, OEA Matter No. 1601-0027-87, *Opinion and Order on Petition for Review* (July 29, 1993); *Jordan v. Department of Human Services*, OEA Matter No. 1601-0110-90, *Opinion and Order on Petition for Review* (January 22, 1993); *Maradi v. District of Columbia Gen. Hosp.*, OEA Matter No. J-0371-94, *Opinion and Order on Petition for Review* (July 7, 1995).

<sup>48</sup> See, e.g., *Jefferson v. Department of Human Services*, OEA Matter No. J-0043-93, 47 D.C. Reg. 1587 (2000); *Alston v. D.C. Office of Department of Contracting and Procurement*, OEA Matter No. 1601-0010-09 (May 5, 2009); *Moore v. Office of the State Superintendent of Education*, OEA Matter No. J-0114-14 Initial Decision (September 25, 2014).

<sup>49</sup> *Christie v. United States*, 518 F.2d. 584 (Ct. Cl. 1975).

<sup>50</sup> *Alston v. D.C. Office of Department of Contracting and Procurement*, OEA Matter No. 1601-0010-09 Initial Decision (May 5, 2009).

“This presumption will prevail unless plaintiff comes forward with sufficient evidence to establish that the resignation was involuntarily extracted. Plaintiff had the opportunity to rebut this presumption before the CSC. . . . Upon review of the facts as they appear in the record before the CSC, it is clear the plaintiff has failed to show that her resignation was obtained by external coercion or duress. Duress is not measured by the employee’s subjective evaluation of the situation. Rather, the test is an objective one. While it is possible plaintiff, herself, perceived no viable alternative but to tender her resignation, the record evidence supports CSC’s finding that plaintiff chose to resign and accept discontinued service retirement rather than challenge the validity of her proposed discharge for cause. The fact remains, plaintiff had a choice. She could stand pat and fight. She chose not to. Merely because plaintiff was faced with an inherently unpleasant situation in that her choice was arguably limited to two unpleasant alternatives does not obviate the involuntariness of her resignation. This Court has repeatedly upheld the voluntariness of resignations where they were submitted to avoid threatened termination for cause. Of course, the threatened termination must be for good cause in order to precipitate a binding, voluntary resignation. But this “good cause” requirement is met as long as plaintiff fails to show that the agency knew or believed that the proposed termination could not be substantiated.”<sup>51</sup>

“It is incumbent on the employee therefore, to present sufficient evidence to prove that his or her [retirement] was involuntary.”<sup>52</sup>

In the instant matter, Employee argues that he involuntarily retired from DOC and that as a result, OEA retains jurisdiction over this matter. Employee asserts that his communications with DCHR were only related to his 401(a) benefits and that he never voluntarily retired. Agency avers that Employee retired following an initial phone call and subsequent meeting with DCHR. Agency cites that Employee completed the requisite paperwork which noted his applications and otherwise for retirement. Agency further maintains that it never forced or coerced Employee to retire, nor did it misrepresent or present fraudulent information to Employee. Agency asserts that it had nothing to gain from converting Employee’s termination to retirement and that he benefitted because it afforded him to retain benefits that he stated he needed for medical reasons.

In review of this matter, I find that Employee’s claims regarding his retirement to be involuntary do not amount to a measure of duress or coerced resignation as outlined by the *Christie* case. “Duress is not measured by the employee’s subjective evaluation of the situation. Rather, the test is an objective one.”<sup>53</sup> Here, the record reflects the following as related to dates pertinent to the determination of retirement:

1. Employee was served with a Notice of Proposed Action on May 23, 2024.

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<sup>51</sup> *Christie v. United States*, 518 F.2d. 584, 587-588 (Ct. Cl. 1975). (Emphasis in original). (Citations omitted).

<sup>52</sup> *Moore v. Office of the State Superintendent of Education*, OEA Matter No. J-0114-14 Initial Decision (September 25, 2014).

<sup>53</sup> *Christie v. United States*, 518 F.2d 584 (Ct. Cl. 1975).

2. Employee was served a Final Notice on July 9, 2024.
3. Employee's termination was effective July 12, 2024
4. Employee called DCHR (ServiceNow) on July 12, 2024. That call initiated a request to meet with HR Specialist. Employee requested retirement be effective that day, July 12, 2024.
5. Employee met with DCHR Specialist on July 22, 2024. During that meeting, Employee signed documentation- "Other Post Employment Benefit" Application which noted it was for "Retirement Enrollment."
6. This documentation and an SF-50 dated July 20, 2024, noted that Employee voluntarily retired effective July 20, 2024.
7. Employee filed his Petition for Appeal at OEA on July 24, 2024.
8. On July 26, 2024, Employee emailed the DOC Director and Gail Winslow-Williams citing that "for clarification, this is certification to inform that it was an involuntary retirement."

In consideration of the above-cited timeline, of note is that on July 12, 2024, Employee called DCHR and through that conversation, initiated and requested that retirement be made effective July 12, 2024, the same date as the effective date of his termination. This call initiated a meeting with DCHR HR Retirement Specialist, Ms. Winslow Williams. During that time, it was discovered that Employee had been terminated. Ms. Winslow-Williams asked her supervisor, Mr. Jones, to contact DOC to see if they could rescind Employee's termination and allow him to retire instead. The DOC agreed to rescind Employee's termination. The final SF-50 reflecting Employee's retirement was dated July 20, 2024, and that Employee filed a Petition for Appeal at OEA on July 24, 2024. On July 26, 2024, Employee emailed DCHR and noted that his retirement was involuntary. As was previously cited, this Office has consistently held that there is a presumption that retirements are voluntary in nature. Consistent with the holdings in *Christie*, retirement would only be determined to be involuntary if it were found to be subject to coercion, duress, misrepresentation or otherwise. While Employee cites that his retirement was involuntary and alludes to misrepresentation on the part of the Agency, the undersigned finds that the record exhibits otherwise. During the Evidentiary Hearing held before this Office on May 28, 2025, I had the opportunity to observe the poise, demeanor, and credibility of the witnesses. In so doing, the undersigned finds that the testimony provided during Employee's case in chief, did not align with the record. As such, I found Employee's testimony and that of his wife to lack credibility when reviewed against the documentation in the record. There is no evidence in the record to suggest that Employee was forced or had no idea that he was electing to retire. The documentation in the OPEB is substantive and the retirement enrollment is clear. Further, the record reflects that Employee presented voided checks and submitted other documents with signatures to provide the requisite information to enroll in retirement.

Additionally, the audio from the phone call on July 12, 2024, clearly cites that Employee indicated a request for retirement and that it be made effective that same day. The operator on that call indicated that Employee would be contacted and also made notes regarding his requests. Further, during his meeting with Ms. Winslow-Williams, Employee cited that Ms. Winslow-Williams said that he could obtain benefits even though he was terminated. This assertion does not align with what occurred. Ms. Winslow-Williams contacted her supervisor Carlos Jones to see whether DOC would allow Employee to retire instead of being terminated, so that he could retain his benefits. Thus, the undersigned finds it contradictory for Employee to suggest that Winslow-Williams would have said he had benefits with termination, as her actions in contacting her supervisor to request a conversion suggest otherwise. Further, the undersigned agrees with Agency's

assertion that it had nothing to benefit in allowing Employee to retire instead of being terminated. The undersigned would note that Agency's issuance of a formal letter rescinding Employee's termination would have aided in ensuring that all parties were on the same page regarding Employee's retirement. This stated, in review of the record as a whole, I find that it is clear from the record that Agency agreed to rescind the termination, thus the July 12, 2024, termination effective date converted to a retirement. Given the circumstances of Agency's rescission, Employee's final SF-50 shows that the retirement was effective July 20, 2024. As such, I find that there is no evidence in the record to suggest that Employee's retirement was involuntary. He was not subject to duress, coercion or fraud in his retirement.

As was previously noted, Agency agreed to rescind the termination and convert it to a retirement, so I find that the termination effective date of July 12, 2024, was rescinded. Employee completed all of the requisite retirement enrollment paperwork. It is also of note that even after his July 26, 2024 email citing his retirement was involuntary; Employee did not make a request at that time to terminate the benefits or his retirement enrollment. This further evinces that Employee's retirement was voluntary in nature. This of note because Employee signed and completed the retirement documentation, provided voided checks in and around July 22, 2024, and did not state at that time that he did not want to complete this information. The undersigned finds that Employee's claims otherwise to lack credibility. Additionally, as noted in the SF-50, Employee's retirement was effective July 20, 2024. Thus, Employee's filing of his Petition for Appeal at OEA on July 24, 2024, came *after* he retired from Agency (Emphasis added). Consequently, I find that Employee has not met the burden of proof that OEA has jurisdiction over this matter. Employee's resignation was voluntary in nature. This Office has consistently maintained that it lacks jurisdiction over voluntary retirements.<sup>54</sup> Therefore, Employee's Petition must be dismissed for lack of jurisdiction.

### ORDER

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

FOR THE OFFICE:

/s/ Michelle R. Harris  
MICHELLE R. HARRIS, Esq.  
Senior Administrative Judge

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<sup>54</sup> *Evans v. Department of Youth Rehabilitation Services*, OEA Matter No. 1601-0055-11, *Opinion and Order on Petition for Review* (December 10, 2014).