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THE DISTRICT OF COLUMBIA

BEFORE

THE OFFICE OF EMPLOYEE APPEALS

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| In the Matter of: |) | |
| |) | |
| EMPLOYEE ¹ , 13R20C24 |) | OEA Matter No. 1601-0135- |
| |) | |
| v. |) | Date of Issuance: March 17, 2025 |
| |) | |
| OFFICE OF THE STATE |) | |
| SUPERINTENDENT OF EDUCATION, |) | MONICA DOHNJI, ESQ. |
| Agency |) | Senior Administrative Judge |
| |) | |
| David A. Branch, Esq., Employee Representative | | |
| Carmela N. Edmunds, Esq., Agency's Representative | | |

ADDENDUM DECISION ON COMPLIANCE

INTRODUCTION AND PROCEDURAL HISTORY

On August 15, 2013, Yordanos Sium ("Employee") filed a Petition for Appeal with the D.C. Office of Employee Appeals ("OEA" or "Office") contesting the Office of the State Superintendent of Education's ("OSSE" or "Agency") decision to terminate her from her position as a Bus Driver effective April 12, 2011. Following an Agency investigation, Employee was charged with [a]ny on-duty or employment related act or omission that interferes with the efficiency and integrity of government operations: Neglect of Duty. On October 10, 2014, I issued an Initial Decision ("ID") in this matter upholding Agency's decision to terminate Employee.²

Employee appealed the ID to the OEA Board, which upheld the ID in an Opinion and Order ("O&O") dated May 10, 2016.³ Thereafter, Employee appealed the OEA Board's O&O to the District of Columbia Superior Court. The District of Columbia Superior Court upheld the O&O. Subsequently, Employee, through her representative, appealed the ID to the District of Columbia Court of Appeals, which vacated the OEA Board's O&O and remanded the matter to OEA for further proceedings to address the material facts in dispute.⁴ On December 3, 2020, I issued an Initial Decision on Remand

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

² *Employee v. Office of the State Superintendent of Education*, OEA Matter No: 1601-0135-13, Initial Decision (October 10, 2014).

³ *Employee v. Office of the State Superintendent of Education*, OEA Matter No: 1601-0135-13, Opinion and Order on Petition for Review (May 10, 2016).

⁴ *Employee v. Office of the State Superintendent of Educ.*, 218 A.3d 228, 231 (D.C. 2019).

(“IDR”) reversing Agency’s decision to remove Employee.⁵ Agency did not appeal the IDR, and it became final on or about January 8, 2021.

On December 6, 2023, Employee filed the instant Petition for Enforcement, citing that while she had been reinstated, Agency incorrectly calculated the backpay award; had not restored her leave or issued payment in lieu of the leave; and that Agency had not paid interest on her retirement payment or backpay award. On December 28, 2023, I issued an Order Scheduling a Status Conference for January 30, 2024. Both parties were in attendance. Thereafter, on February 6, 2024, I issued a Post Status Conference Order requiring the parties to address the issues raised at the January 30, 2024, Conference. Both parties submitted their respective briefs. Upon review of the parties’ submissions, the undersigned decided that an Evidentiary Hearing was warranted in this matter. Accordingly, on April 29, 2024, I issued an Order Convening a Prehearing Conference in this matter for May 21, 2024. Both parties were present at the Prehearing Conference.

Subsequently, on May 23, 2024, I issued an Order scheduling an Evidentiary Hearing for July 29, 2024. Agency filed a Motion to Continue the Evidentiary Hearing on June 26, 2024. The undersigned issued an Order on July 9, 2024, granting Agency’s Motion and continued the Evidentiary Hearing to October 23, 2024. Agency filed another Motion to Continue the Evidentiary Hearing on September 27, 2024, but subsequently withdrew this Motion on October 1, 2024. Both parties were present for the October 23, 2024, Evidentiary Hearing. The undersigned emailed the Evidentiary Hearing Transcript to the parties and issued an Order on November 8, 2024, requiring the parties to submit written closing arguments by December 6, 2024.⁶ Both parties have filed their written closing arguments. The record is now closed.

JURISDICTION

OEA has jurisdiction in this matter pursuant to D.C. Official Code § 1-606.03 (2001).

ISSUE

Whether Agency has fully complied with the December 3, 2020, IDR.

SUMMARY OF MATERIAL TESTIMONY

The following represents a summary of the relevant testimony given during the Evidentiary Hearing as provided in the transcript (hereinafter denoted as “Tr.”) which was generated following the conclusion of the proceeding.

Agency’s Case in Chief

Sheila Cuthrell (“Ms. Cuthrell”) Tr. pgs. 17-42.

Ms. Cuthrell is the Human Resources (“HR”) Director at Agency. Tr. pg. 17. She has been employed with OSSE since January 31, 2022, which was after the Order to reinstate Employee was issued. Ms. Cuthrell testified that her responsibilities included overseeing all facets of human resources

⁵ *Employee v. Office of the State Superintendent of Education*, OEA Matter No. 1601-0135-13R20 (December 3, 2020).

⁶ Due to personal extenuating circumstances requiring the undersigned’s absence, on December 12, 2024, AJ Harris issued a Notice Regarding Temporary Abeyance of Proceedings to the parties until my return.

administration and operations for Agency, including payroll; recruiting and hiring; employee discipline investigations; compliance with drug and alcohol testing; ensuring that employees are suitable for work; and employee wellness. Tr. pg. 18.

Ms. Cuthrell stated that OSSE's process for determining how backpay should be awarded to an employee who is reinstated is based on a District process based upon an issuance that DCHR has published. Ms. Cuthrell explained that "So in terms of the calculation for the backpay, there is a template in there where agencies are supposed to calculate by pay period from when the person ... was terminated to whenever ... or whatever the order states they have to be compensated for. And you go and put what they would have on for each pay period in this sheet." Tr. pgs. 18-19. She also explained that the employee completes an affidavit for outside earnings, retirement contributions etc. Ms. Cuthrell testified that a packet is generated and "submitted to DCHR who reviews it and review everything that the Agency submitted. And then they submit that after they review and approve it to the Office of Pay and 12 Retirement Services." Tr. pg. 20. Ms. Cuthrell identified Agency's Exhibit 7 as the issuance she referenced in her testimony. Tr. pgs. 20, 22-23. Ms. Cuthrell asserted that the calculation of backpay issuance "... is from either 2014 or '15. And it is the same document that we use now, ..." Tr. pg. 24.

Ms. Cuthrell affirmed that she reviewed Employee's file regarding her backpay calculation. Tr. pg. 24. She averred that based on her review of the file, Employee submitted an affidavit to attest to the income that she had received from secondary jobs. However, she did not recall seeing pay stubs or pay associated with those secondary jobs. She stated that she did not see any documents for hours worked or jobs that Employee had while she was an employee at OSSE. Ms. Cuthrell stated that Employee's file included some tax returns that were submitted as a part of this process and required by this issuance. Tr. pg. 25. She noted that she did not see any schedule of hours associated with the wages of employment that Employee submitted in her packet for backpay. Tr. pgs. 25-26. Ms. Cuthrell testified that Employee's income prior to her termination was approximately \$38,000, her hourly rate was \$21.30, and she worked 35 hours per week. Tr. pg. 26.

When asked if the issuance in Agency's Exhibit 7 provided that "in computing the amount of backpay due to an employee, the Agency shall deduct any amounts earned by the employee from other employment during the period covered by the personnel action being corrected," Ms. Cuthrell responded in the affirmative. Tr. pg. 34. She testified that "It's my understanding that the Agency is to deduct any income that the employee earned during the time period where they were not employed by the organization. And the time period is covered in whatever settlement or order that was issued." Tr. pg. 35. Ms. Cuthrell confirmed that there is nothing in OSSE's policy that requires OSSE to deduct the amount earned by a separate employee from their weekend job, if their regular job schedule at OSSE is Monday through Friday. Tr. pg. 35. She explained if the employee submitted supporting documentation to that effect, then Agency "...could interpret it that that's not something that should be deducted, but I can't say. I don't know." Tr. pgs. 36-37.

Ms. Cuthrell affirmed that if there was any documentation to show that Employee worked weekends or worked hours after her regular shift while she was at OSSE, OSSE might not have deducted those hours. She however noted that the issuance in Agency's Exhibit 7 does not speak to that. Tr. pgs. 38-39. Ms. Cuthrell confirmed that the issuance in Agency's Exhibit 7 was the governing policy for calculating backpay. Tr. pgs. 41-42.

Keely Williams ("Ms. Williams") Tr. pgs. 44 – 70

Ms. Williams is the Deputy Director of the Office of Pay and Retirement Services ("OPRS"). Tr. pg. 44. She testified that OPRS is "the payroll office for the District of Columbia. We are responsible for the payroll of 40,000-plus employees. We also are responsible for processing benefit payments and retirements for police, fire ..., we prepare the packages, retirement packages for police, fire, teachers, and civil service employees." Ms. Williams stated that she manages the manager. Tr. pgs. 44-45.

Ms. Williams identified Agency's Exhibit 7, as the backpay settlement packet from DCHR. Tr. pg. 46. Regarding the backpay calculation process, Ms. Williams testified that "so once we receive the completed packet, we will go through and do our calculations, breaking down as in Exhibit 4, which is our worksheet. We will break down the salaries per year and when the salary breaks. So that's what that is. Once we do those calculations, of course, we have to go through everything that was received which would be all the important documents that we need to be able to process the payment, to include W-2s, 1040s, and also IRS transcripts. We do use all of those to make these, to determine what to deduct." She stated that they are also provided with Standard Form 50s ("SF-50") which they use to determine the salaries. Tr. pg. 48.

Ms. Williams explained that "once we do the calculations, we put it on the worksheet. The worksheet has a formula in it. We have to make sure we calculate the numbers based on the worksheet that the Agency provides which they break down by year, by salary the number of hours an employee would have worked. And then we transfer the information on this worksheet that would then give us -- we put, of course, the period, the dates, the person's salary, their grade and step, the hourly rates, and the number of hours for that particular salary. And then we get the amounts on the end. After that, we actually go through, for the outside earnings each year, we actually use that information, and we also put that on the worksheet. Of course, again, this has formulas. We check with -- also we have to get in contact with different entities." Tr. pg. 49. Ms. Williams also asserted that "Then we have to go to unemployment and also get the figures from unemployment to withdraw those funds as well. And then we do our final calculation which is listed here. And that's really basically all we do." Tr. pg. 50.

Ms. Williams asserted that they get the information for outside earnings from the agency, and the agency gets it from the affected employee. She stated that the IRS transcripts, W-2s, or 1040s, 5 and 1099, are all documentations that show outside earnings. She affirmed that she was involved in the review of Employee's backpay calculation packet. Ms. Williams averred that they were provided with W-2s and IRS transcripts to show Employee's outside earnings. Ms. Williams stated that except for D.C. Government wages, they applied the full calculation of wages and deducted that from Employee's backpay. Tr. pgs. 50-51. Ms. Williams noted she did not receive information on Employee's outside employment while she was at OSSE. Tr. pg. 51.

When asked if it was a policy to subtract wages from income from a second job while the employee was at the Agency, Ms. Williams testified that "There is no policy stating that we should do that. However, we have in the past if someone was able to prove that they had that job prior to being terminated, with the employee coming back stating, hey, I had this job. And if they show that they had the job when they were terminated, then yes, we would go back and recalculate and then pay the necessary funds back. But there is no policy that we do that. Our job is to make them whole. Making them whole means they're supposed to be at the same place they should have been had they not been terminated." Ms. Williams stated that they have recalculated the backpay for employees who had secondary jobs on the IRS transcript along with their D.C. Government job. Tr. pgs. 52 -54.

Ms. Williams identified the OPRS worksheet and confirmed it was the document used for calculating Employee's backpay. She noted that the amount of Employee's outside earnings that were deducted was \$223,911 and this amount was determined from information Employee provided in the IRS transcripts or W-2s. Tr. pg. 56. Ms. Williams affirmed that all Employee's outside wages were deducted in the backpay calculation. She stated that earnings from Employee's part-time or weekend employment were not offset because they had no way to know that she had another job. Tr. 63. Ms. Williams stated that there would be no way for her to determine if Employee's jobs were weekend jobs or not, therefore, they would deduct all outside earnings. Tr. pg. 64. Ms. Williams testified that the goal was to make Employee whole, and not to make her less than. She also stated that in 2011, Employee did not have other jobs on the IRS transcript except for her District Government job. She reiterated that "there's nothing that shows us in 2011 that she worked another job." Tr. pg. 65.

Ms. Williams affirmed that although there's no policy to do so, if OPRS was aware that an employee has a second job at the time of their termination that OPRS would deduct that. Tr. pg. 66, 68. Ms. Williams noted that OPRS would only make exceptions to wages that are deducted when they get an inquiry from the Agency. That is not however, something they would do on their own. Tr. pg. 67. Ms. Williams stated that there was no evidence that Employee had a second job in 2011, before she was terminated. She clarified that for outside earnings to be excluded, the job "would have had to have been on that IRS transcript on the same year she was terminated." Tr. pg. 69.

Employee's Case in Chief

Employee – Tr. pgs. 72-117

Employee worked for OSSE from 2006 to 2011 as a Bus Driver, from Monday through Friday. She stated that she had a split shift, and she worked three (3) hours between 6:00 a.m. and 10:30 a.m., and the afternoon shift between 1:30 p.m. to 5:00 p.m. Employee asserted that she was reinstated to her position in 2021. She noted that she worked a part time job at OSSE between 2006 and 2011. Tr. pgs. 72-73.

Employee noted that she did not agree with the backpay calculation issued to her. She cited that she provided information to OSSE to assist in the calculation of her backpay. Tr. pg. 74. Employee affirmed that she provided OSSE with a schedule of her evening hours and weekend hours. Tr. pgs. 74-75. Employee identified Employee's Exhibit 6, as "some of my work with National Express, and later with First Transit." She affirmed she worked evening and weekend hours in this job. She explained that "That schedule was three days a week in the a.m. and then weekends from 8 o'clock to 3 o'clock Saturday and Sunday." Tr. pgs. 76-77. Employee confirmed that she got additional outside employment after her termination from OSSE in 2011. Tr. pgs. 79-80.

Employee testified that she worked as a Bus driver at British School of Washington from 2015 to 2016. She stated that starting in 2016, she worked two (2) jobs, which included a second job with MV Transportation ("MVT") as a bus cleaner during the night. Employee noted that she did not agree with the \$23,651 deduction of her 2016 wages from MV Transportation. Tr. pgs. 80-81. She explained that the MVT bus cleaner job was a second job she had while she was working as a school bus driver with British School of Washington, and she performed the job at nighttime and weekends. Tr. pg. 81.

Employee asserted that she was challenging the 2017 deduction of \$32,247 for work she performed as a bus cleaner with MV Transportation, because it was a job "I could have done while I was

working with OSSE.” Employee averred that she worked as a Bus cleaner three (3) days a week, from 7:00 a.m. to about 1:30 a.m., and then on weekends. Tr. pgs. 82 -83.

Employee testified that in 2019, “I was working for First Transit mostly in the evening and weekend, except three days a week, which is Monday, Tuesday, and Wednesday, which is five hours only. The rest I worked on weekends.” She noted that she did not agree with the \$11,459 deduction for this job. Employee testified that 41 percent of her wages from this job should not have been deducted because they were performed in the evenings or weekends, and would not have conflicted with OSSE’s schedule for Bus drivers. Tr. pgs. 85-87.

Employee testified that she was challenging the 2020 deduction of \$18,620, for the work she performed with First Transit as a nighttime and weekend bus cleaner. She highlighted that this information was included in the affidavit she submitted to OSSE, and that it represented 41 percent of her wages. Tr. pgs. 87-88. She identified Employee’s Exhibit 8⁷, as her affidavit for her work for the period of 2018 to 2020, which she submitted to Agency in the calculation of her backpay. Tr. pgs. 89-90. Employee affirmed that she is challenging these wage deductions because the work schedule for these jobs did not conflict with her schedule at OSSE. Tr. pg. 93.

Employee was asked if she had any other employment, other than with OSSE at the time of her termination in 2011 and she responded that “Not at that time, no.” Tr. pg. 95. Employee confirmed that she worked other jobs prior to her termination from OSSE in 2011. She stated that she worked at Vance Security as a Special Police Officer (“SPO”) from 2006 to 2007. Employee testified that when she got the job at OSSE, she worked a total of about twenty (20) to twenty-four (24) hours, mostly during the weekends and some evenings as SPO. She noted that she did not provide Agency with her W2s or any other wage information for those years. Employee cited that the SPO position with Vance Security from 2006-2007 was the only outside job she had until her termination from OSSE in 2011. Tr. pgs. 96- 99.

Employee could not recall if she presented OSSE during the backpay calculation with any documentation of hours worked at MV Transportation in 2016 and 2017. Tr. pgs. 102 -103. Employee confirmed that Agency did not have any documentation of Employee’s schedule for Reston Transportation for 2017, 2018, and 2019. Tr. pgs. 104-105. Employee testified that she did not work for National Express or First Transit when she was employed by OSSE. Tr. pg. 106. Employee identified Agency’s Exhibit 6, as a printout of her schedule of hours worked for First Transit from December 29, 2019, to December 29, 2020. Employee stated that National Express is the same job as First Transit and that they were not listed on the schedule printout she submitted to Agency. Employee explained that she started working at National Express July 2019. Tr. 111.

Employee testified that while she worked for OSSE from 2008 to 2011, she did not have a second job during that period. She explained that she did not work a second job because “I was trying to get a license, which I was trying for the license, for a taxi license... And then I was also moving, I was moving a place.” Employee asserted that “I was looking for a job. I did not find any.” Tr. pgs. 114-117.

ANALYSIS AND CONCLUSIONS OF LAW

Employee filed a Petition for Enforcement on December 6, 2023, asserting that Agency had not fully complied with the December 3, 2020, IDR. Employee stated that while she had been reinstated,

⁷ This Exhibit was not entered into evidence. However, Agency’s Exhibit 5 was entered into evidence for the same purpose because they are the same.

Agency had not reimbursed her backpay and benefits lost as a result of her removal. Specifically, Employee argued that (1) Agency incorrectly calculated her backpay; (2) had not restored her leave or issued a payment in lieu of the leave; and (3) had not paid interest on the retirement payment and backpay award. While the matter was pending before OEA, the parties informed the undersigned that the issue of Employee's restored leave had been resolved.

Interest on retirement payment and backpay award

Employee argued in her Petition for Enforcement that she was entitled to interest on her retirement and backpay award. In support of this assertion, Employee cited to *D.C. Office of Human Rights v. D.C. Department of Corrections*⁸, and *D.C. Public Schools v. DOES*⁹. The Court of Appeals in *D.C. Office of Human Rights v. D.C. Department of Corrections* awarded interest to the claimant, noting that the claimant “endured a particularly long and procedurally complicated ordeal...”¹⁰ The Court also held that it did not mean to suggest that an interest award be required in every case before OHR in which there was a backpay award.¹¹

Additionally, the Court in *D.C. Office of Human Rights v. D.C. Department of Corrections*, gave deference to the Department of Employment Services' Compensation Review Board's interpretation that the CMPA (D.C. Code § 1-623.01, et. seq.) authorized interest to be paid on workers' compensation benefits awarded to a District government employee and held that an award of interest was reasonable and consistent with the statute's language and purpose.

Although the current case is similar to *D.C. Office of Human Rights v. D.C. Department of Corrections*, *supra*, in terms of the long procedural history, I find that Employee's conduct contributed to the long procedural history in this matter. Employee was terminated in April of 2011 but she waited over two (2) years before filing her Petition for Appeal with OEA in August of 2013. Moreover, the Court of Appeals in *D.C. Office of Human Rights v. D.C. Department of Corrections*, *supra*, specifically held that, it did not mean to suggest that an interest award be required in every case before OHR in which there is a back-pay award.

In addition, the District of Columbia Court of Appeals in *Samuel Murray v. District of Columbia Department of Youth and Rehabilitation Services, et. al.*,¹² denied the employee's claim that he was entitled to interest on the award of back-pay. The Court held that the request for prejudgment interest plainly does not fall within D.C. Official Code § 1-606.03(c)'s list of matters as to which AJs retain jurisdiction after an award has been issued: correction of the record, attorney's fees, and enforcement of an award. It also explained that “Mr. Murray did not originally seek prejudgment interest, and the backpay award did not include prejudgment interest.” Similarly, the current Employee did not originally seek interest on her backpay award. Moreover, there is no precedent by the OEA Board that has adopted a finding that an award of interest shall be included in any backpay amount ordered as a result of a wrongful adverse action under D.C. Official Code § 1-606.01, et seq. This tribunal has previously denied requests for pre-judgment and post judgement interest on backpay sums. Accordingly, I conclude that Employee is not entitled to an award for interest on her retirement and backpay sum.

⁸ 40 A.3d 917 (D.C. 2012).

⁹ 123 A.3d 947 (D.C. 2015).

¹⁰ *D.C. Office of Human Rights v. D.C. Department of Corrections*, *supra*.

¹¹ *Id.*

¹² 2022-CA-001505-P(MPA) (February 13, 2025).

Backpay Calculation

Employee argued that Agency incorrectly deducted earnings from Employee's second job. Specifically, Employee contested the following deductions from her backpay award:

- (1) 2016 – MV Transportation (Bus Cleaner) - \$23,651
- (2) 2017 – MV Transportation (Bus Cleaner) - \$32,247
- (3) 2017 – Reston Limousine - \$6,317
- (4) 2018 - Reston Limousine - \$10,080
- (5) 2019 – Reston Limousine - \$1,046
- (6) 2019 – National Express Transit - \$11,459
- (7) 2020 – National Express Transit and First Transit - \$26,794

Employee argued that she could have worked these jobs while employed at Agency because their schedule did not conflict with her schedule at Agency. Employee further argued that she worked a second job while she was at Agency.

Agency on the other hand asserted that it does not distinguish income from other employment based on when hours are worked but has a practice of excluding supplemental income from the backpay deductions. Agency explained that its responsibility is to make the affected employee whole, that is, they're supposed to be at the same place they should have been had they not been terminated. Agency also asserted that while the backpay policy is silent on how Agency deducts the amount earned by a separated employee from their weekend job if their regular job schedule at OSSE is Monday through Friday, the burden is on the separated employee to submit supporting documentation to that effect. Ms. Cuthrell noted that DPM No. 11B-80 does not speak to that. Tr. pgs. 38-39. She affirmed that if there was any documentation to show that Employee worked weekends or worked hours after her regular shift while she was at OSSE, OSSE might not have deducted those hours.

Pursuant to District Personnel Manual ("DPM") No. 11B-80, Section II(b)(2)(ii), in computing backpay, the agency will offset and deduct from the gross backpay award, "any amounts earned by the employee from other employment (outside earnings) during the period covered by the personnel action being corrected. This includes any employment performed by the employee to replace the employment from which the employee was separated."

In *Willie Porter v. D.C. Department of Behavioral Health*,¹³ Administrative Judge ("AJ") Cannon agreed with the employee's assertion that the amount of income offset by his earnings from Medical Staffing Network was erroneous. AJ Cannon noted that:

"Employee's income with Medical Staffing Network from 2011 to 2014 was to supplement his employment income that he would have earned had he remained employed with Agency, not replace. This supplemental income was a result of Employee's "second job" that would have still been earned had Employee not been separated by Agency. The annual amounts earned from Medical Staffing Network between 2011 and 2014 are consistent with a "second job" earnings, rather than that of full-time earnings that would replace the salary Employee was earning with DBH before his separation. As such, I find that Agency improperly attributed \$40,449.35 of income earned by Employee from Medical Staffing Network between 2011 and 2014 to offset

¹³ OEA Matter No.: 1601-0046-12C16, Initial Decision (February 15, 2019).

the backpay amount owed to Employee. Accordingly, Agency shall recalculate the amount deducted under “Less Outside Earnings” on the Reinstatement With Back Pay Worksheet to reflect the appropriate amount of outside earnings attributed to Employee.”

Willie Porter v. D.C. Department of Behavioral Health, is distinguishable from the current matter before the undersigned in that, *Porter* provided documentation highlighting that he worked for Medical Staffing Network for the entire period he worked with Agency up until his termination on August 5, 2011, to supplement his salary with DBH. After his termination, *Porter* continued working for Medical Staffing Network and continued to supplement his income working part-time for Medical Staffing Network even after he secured full-time employment with Specialty Hospital in 2012. However, in the current matter, Employee did not work a second job while she was employed by Agency, prior to the effective date of her termination with Agency. Employee testified that she did not have a second job from 2008-2011, while she worked for OSSE or at the time she was terminated from Agency in 2011. Tr. pgs. 114-117. Ms. Williams testified that “Our job is to make them whole. Making them whole means they're supposed to be at the same place they should have been had they not been terminated.” Tr. pgs. 52 -54. Because Employee did not work a second job while working for OSSE from 2008 to 2011, I find that Agency correctly deducted all her outside earnings during the period covered by the personnel action being corrected.

ORDER

Based on the aforementioned, I find that Agency has complied with this Office’s December 3, 2020, IDR.

FOR THE OFFICE:

/s/ Monica N. Dohnji

MONICA DOHNJI, Esq.
Senior Administrative Judge