

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
PUBLIC EMPLOYEE RELATIONS BOARD**

In the Matter of)	
)	
District of Columbia Department of Fire and Emergency Medical Services)	
)	
Complainant)	
)	
v.)	PERB Case No. 25-U-38
)	
International Association of Fire Fighters, Local 36, AFL-CIO)	Opinion No. 1944
)	
Respondent)	Motion for Reconsideration
)	

DECISION AND ORDER

I. Statement of the Case

On October 2, 2025, the District of Columbia Department of Fire and Emergency Medical Services (FEMS) filed a motion for reconsideration (Motion) of the Board’s decision in Opinion No. 1924. In Opinion No. 1924, the Board dismissed FEMS’ complaint (Complaint), which asserted that the International Association of Fire Fighters, Local 36 (IAFF) disclosed confidential information relating to compensation negotiations and failed to bargain in good faith by filing a publicly available complaint in PERB Case No. 25-U-30 (IAFF Complaint or 25-U-30 Complaint).¹ The Board found that this matter was outside of its jurisdiction, as it concerns alleged contractual violations which would require contractual interpretation to resolve.² On October 16, 2025, IAFF filed an opposition to the Motion (Opposition).

For the reasons discussed herein, the Motion for Reconsideration is denied.

II. Standard of Review

¹ Complaint at 2-4 (citing D.C. Official Code §§ 1-617.04(b)(3), 1-617.17(b) and (h)). After IAFF filed its case, FEMS filed—concurrently with the Complaint at issue here—a motion to seal the 25-U-30 Complaint and two of its accompanying exhibits. PERB initially granted the motion to seal and immediately sealed all of the requested filings. PERB gave IAFF until July 16, 2025, to contest sealing the filings. On July 16, 2025, IAFF responded to the motion to seal, consenting to the sealing of the exhibits and specific paragraphs of the 25-U-30 Complaint included in FEMS’ motion to seal. Response to Motion to Seal at 2. IAFF included with its response a redacted complaint for the public record.

² *FEMS v. IAFF, Local 36*, 72 D.C. Reg. 12600, Slip Op. No. 1924 at 5, PERB Case No. 25-U-38 (2025) (citing *FOP/MPD Labor Comm. v. MPD*, 59 D.C. Reg. 6039, Slip Op. No. 1007 at 8, PERB Case No. 08-U-41 (2012)).

The Board has established that the standard for a motion for reconsideration is clear legal error.³ The moving party must provide authority which compels reversal of the initial decision.⁴ Motions for reconsideration that do not provide a basis to compel reversal of an initial decision will be denied.⁵

III. Discussion

FEMS argues that the Board should reconsider Opinion No. 1924 because: (1) the Opinion contradicts the Board's own recent rulings in Opinion Nos. 1904 and 1905;⁶ and (2) the incorporation of D.C. Official Code § 1-617.17(h) into the parties' negotiations ground rules (Ground Rules) did not remove Board jurisdiction.⁷

FEMS asserts that the Board contradicted its own recent decisions in finding that the allegations of the instant Complaint comprise contractual claims.⁸ FEMS notes that the Board "accepted the [U]nion's ground rules argument without a hearing and found it to be contractual."⁹ FEMS further notes that the Complaint only cited to D.C. Official Code § 1-617.17(h) and not to the Ground Rules.¹⁰ However, subsequent to the filing of FEMS' Motion, the Board vacated Opinions 1904 and 1905 in their entirety.¹¹ Further, the question of whether a party has asserted a contractual claim upon which the Board lacks jurisdiction is a question of law that does not inherently require a hearing.¹² Finally, the Complaint's focus on the statutory language that was incorporated by the Ground Rules did not preclude the Board from crediting the arguments presented in IAFF's Answer and Motion to Dismiss. On the contrary, the Board has dismissed complaints for lack of jurisdiction over contractual violations where only the respondent had raised the comparison of the relevant statutory and contractual clauses.¹³

FEMS' argument that the Board retains jurisdiction of the instant Complaint minimizes the extent to which the plain language of the Ground Rules incorporated all substantive components of Section 1-617.17(h).¹⁴ The instant Complaint does not merely "touch upon" an overlapping

³ *FOP/MPD Labor Comm. v. MPD*, 59 D.C. Reg. 7165, Slip Op. No. 1233 at 4, PERB Case No. 11-E-01 (2012).

⁴ *AFSCME, District Council 20 v. OSSE*, D.C. Reg. 7165, Slip Op. No. 1679 at 3, PERB Case No. 17-N-04(a) (2018).

⁵ *WTU, Local #6 v. DCPS*, 72 D.C. Reg. 13824, Slip Op. No. 1930 at 2, PERB Case No. 24-U-19 (MFR) (2025).

⁶ Motion for Reconsideration at 3-4 (citing *Taiwo Akintolu v. DOC*, 72 D.C. Reg. 5594, Slip Op. No. 1904, PERB Case No. 24-U-42 (2025); *Stephen Amobi v. DOC*, 72 D.C. Reg. 5601, Slip Op. No. 1905, PERB Case No. 24-U-43 (2025)).

⁷ Motion for Reconsideration at 4-9.

⁸ Motion for Reconsideration at 3-4.

⁹ Motion for Reconsideration at 4.

¹⁰ Motion for Reconsideration at 4.

¹¹ *Taiwo Akintolu v. DOC*, Slip Op. No. 1942, PERB Case No. 24-U-42 (2025); *Stephen Amobi v. DOC*, Slip Op. No. 1943, PERB Case No. 24-U-43 (2025).

¹² *District of Columbia Government and DCPS v. WTU, Local #6*, Slip Op. No. 1878 at 4, PERB Case No. 24-U-25 (2024). Further, as both parties quoted the confidentiality section of the Ground Rules in its entirety in pleadings, the material facts were not in dispute. Motion to Dismiss at 6; Opposition to Motion to Dismiss at 3-4.

¹³ See *FOP/MPD Labor Comm. v. MPD*, 60 D.C. Reg. 2585, Slip Op. No. 1360 at 3-4, PERB Case No. 12-U-31 (2013);

¹⁴ Motion for Reconsideration at 6-9. Section 1-617.17(h) states:

contractual term, as FEMS claims.¹⁵ Rather, the parties “have agreed to allow their negotiated agreement to establish the obligations that govern the very acts and conduct alleged in the complaint as statutory violations of the CMPA,”¹⁶ and therefore, the Board lacks jurisdiction over these contractual claims.¹⁷

IV. Conclusion

The Board finds no grounds to overturn the decision in Opinion No. 1924. Therefore, the Motion for Reconsideration is denied.

ORDER

IT IS HEREBY ORDERED THAT:

Compensation negotiations pursuant to this section shall be confidential among the parties; provided, however, that the Council may appoint observers from its membership and staff, or both, to the negotiations. Such Council observers will be responsible for informing the members of the Council of the progress of negotiations. All information concerning negotiations shall be considered confidential until impasse resolution proceedings have been concluded or upon settlement. Management shall give the Council the same prior notice of negotiation proceedings that it gives to all parties to the negotiations.

D.C. Official Code § 1-617.17(h). The Ground Rules, as cited by both parties, state:

CLOSED MEETINGS; CONFIDENTIALITY OF NEGOTIATIONS

- A. All meetings shall be considered closed meetings except for official members of the negotiating teams and observers. The use of any audio, stenographic or other verbatim recording device at the table is prohibited.
- B. These negotiations and all information concerning these negotiations (including the proposals exchanged by the parties) shall be kept confidential among the parties until impasse resolution proceedings have been concluded or upon settlement; provided, however, that the Council may appoint observers as specifically provided in D.C. Code 1-617.17(h).

Motion to Dismiss at 6; Opposition to Motion to Dismiss at 3-4; Motion for Reconsideration at 6-9.

¹⁵ Motion for Reconsideration at 7.

¹⁶ *FOP/MPD Labor Comm. v. District of Columbia, et al.*, 59 D.C. Reg. 6039, Slip Op. No. 1007 at 8, PERB Case No. 08-U-41 (2012).

¹⁷ *Id.*

1. The Motion for Reconsideration is denied; and
2. Pursuant to Board Rule 559.1, this Decision and Order is final upon issuance.

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD

By vote of Board Chairperson Peter Winkler and Members Mary Anne Gibbons, Renee Bowser, and Douglas Warshof.

January 15, 2026

Washington, D.C.

APPEAL RIGHTS

A final decision by the Board may be appealed to the District of Columbia Superior Court pursuant to D.C. Official Code §§ 1-605.2(12) and 1-617.13(c), which provides 30 days after a decision is issued to file an appeal.