

Notice: This decision may be formally revised within thirty days of issuance before it is published in the District of Columbia Register. Parties should promptly notify this office of any errors so that they may be corrected before publishing the decision. This notice is not intended to provide an opportunity for a substantive challenge to the decision.

**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,	)	Opinion No. 1924
Fire Fighters, Local 36, AFL-CIO	)	
	)	
Respondent	)	
	)	

**DECISION AND ORDER**

**I. Statement of the Case**

On July 2, 2025, the District of Columbia Department of Fire and Emergency Medical Services (FEMS) filed an unfair labor practice complaint (Complaint) pursuant to Section 1-617.04(b)(3) of the Comprehensive Merit Personnel Act (CMPA). FEMS alleges 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), thereby violating D.C. Official Code §§ 1-617.17(b) and (h).<sup>1</sup> On July 16, 2025, IAFF filed an answer and affirmative defenses (Answer), as well as a motion to dismiss (Motion to Dismiss).

Upon consideration of applicable law and the record presented by the parties, the Board grants IAFF's Motion to Dismiss and dismisses the Complaint in its entirety.

**II. Factual and Procedural Background**

The parties are engaged in negotiating a successor agreement to their current collective bargaining agreement.<sup>2</sup> On June 13, 2025, IAFF filed an unfair labor practice complaint (25-U-30 Complaint), alleging that FEMS violated D.C. Official Code 1-617.04(a)(5) by failing to bargain in good faith.<sup>3</sup> The 25-U-30 Complaint included IAFF's proposals, with specific

<sup>1</sup> Complaint at 2-4 (citing D.C. Official Code §§ 1-617.04(b)(3), 1-617.17(b) and (h)).

<sup>2</sup> Complaint at 2; Answer at 2.

<sup>3</sup> 25-U-30 Complaint at 6.

percentages, as well as FEMS' responses and initial proposals.<sup>4</sup> On July 2, 2025, FEMS filed its answer and affirmative defenses, along with a motion to seal the 25-U-30 Complaint. PERB granted Motion to Seal, in part.<sup>5</sup>

### III. Discussion

This dispute arises from IAFF's alleged unauthorized disclosures regarding the parties' ongoing collective bargaining compensation negotiations. D.C. Official Code § 1-617.17 addresses collective bargaining concerning compensation.<sup>6</sup> FEMS asserts that the IAFF Complaint published compensation related proposals and counterproposals between the parties, including alleged statements made by FEMS' representative, discussed specific wage proposals and attached wage proposals as exhibits to the IAFF Complaint in violation of D.C. Official Code §§ 1-617.17(h), 1-617.12 and, therefore, 1-617.04(b)(3).<sup>7</sup> FEMS further asserts that IAFF had the opportunity to preserve the confidentiality of negotiations by filing the IAFF Complaint under seal, but failed to do so.<sup>8</sup> FEMS also alleges that IAFF violated D.C. Official Code § 1-617.04(b)(3) by filing PERB Case No. 25-U-30 rather than providing a counterproposal to FEMS' proposal on wages (Article 42 Proposal).<sup>9</sup>

---

<sup>4</sup> 25-U-30 Complaint at 2-4, 6.

<sup>5</sup> 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 Complaint included in FEMS' Motion to Seal. Response to Motion to Seal at 2. IAFF included with its response a redacted Complaint for public record.

<sup>6</sup> D.C. Official Code § 1-617.17 states, in pertinent part:

- (a) Collective bargaining concerning compensation is authorized as provided in §§ 1-602.06 and 1-617.16. Such compensation bargaining shall preempt other provisions of this subchapter except as provided in this section. The principles of § 1-611.03 shall apply to compensation set under the provisions of this section.
- (b) As provided in this section, the Mayor, the Board of Education, the Board of Trustees of the University of the District of Columbia, and each independent personnel authority, or any combination of the above ("management") shall meet with labor organizations ("labor") which have been authorized to negotiate compensation at reasonable times in advance of the District's budget making process to negotiate in good faith with respect to salary, wages, health benefits, within-grade increases, overtime pay, education pay, shift differential, premium pay, hours, and any other compensation matters. No subordinate agency shall negotiate a collective bargaining agreement. . .
- (h) 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 the 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.

<sup>7</sup> Complaint at 3.

<sup>8</sup> Complaint at 3.

<sup>9</sup> Complaint at 3-4. Answer at 2.

IAFF admits in its Answer that the parties are “negotiating a successor collective bargaining agreement”<sup>10</sup> IAFF asserts in its affirmative defenses that: (1) FEMS fails to assert facts which, if true, would constitute a violation of the CMPA within the Board’s jurisdiction; (2) IAFF bargained in good faith and had reasonable grounds to believe it filed the 25-U-30 Complaint in compliance with the CMPA; and (3) FEMS’ request for relief is barred by the doctrine of unclean hands.<sup>11</sup>

In its Motion to Dismiss, IAFF asserts that: (1) the Board lacks jurisdiction over this matter because the parties incorporated D.C. Official Code § 1-617.17(h)’s confidentiality requirement into their negotiated ground rules (Ground Rules); (2) Board precedent holds that the CMPA’s confidentiality provisions permit filings with the Board; and (3) FEMS’ conduct in PERB Case Nos. 25-U-30 and 25-U-38 provides support for IAFF’s claims in the former case.<sup>12</sup> IAFF argues the Board precedent has established that not all disclosures regarding compensation negotiations are confidential under D.C. Code § 1-617.17(h).<sup>13</sup>

FEMS argues in its Opposition that: (1) the Board has jurisdiction over FEMS’ claim because the parties’ ground rules do not explicitly state that the ground rules’ confidentiality clause is intended to replace the mandate of D.C. Official Code § 1-617.17(h); (2) IAFF violated D.C. Official Code § 1-617.17(h) by publicly disclosing “specific, actual, substantive information” regarding compensation negotiations;<sup>14</sup> and (3) IAFF’s pleadings in the instant case attempt to re-argue the 25-U-30 Complaint and dodge accountability for failing to file that complaint under seal, as well as falsely claim that the purpose of the instant Complaint is to punish IAFF.<sup>15</sup>

---

<sup>10</sup> Answer at 2. IAFF further admits that it filed the 25-U-30 Complaint “in the ordinary manner on the PERB docket,” the 25-U-30 Complaint included information on the parties’ compensation negotiations and did not request to file the 25-U-30 Complaint under seal despite PERB rules allowing parties to request to do so. Answer at 4. IAFF also admits that it did not respond to FEMS’ Article 42 Proposal, but alleges that it had a number of other compensation proposals pending and it was awaiting FEMS’ promised updated proposal on wages “once [FEMS] had more authority.” Answer at 5-6. IAFF asserts that FEMS raised sealing the 25-U-30 Complaint to IAFF, which immediately requested information from FEMS “regarding the basis for a potential motion for leave to file under seal.” Answer at 5. IAFF further asserts that FEMS did not respond to IAFF until after FEMS filed the Complaint in the instant case. Answer at 5.

<sup>11</sup> Answer at 7-8. IAFF further asserts that, if FEMS’ “expansive interpretation of D.C. [Official] Code § 1-617.17(h) were correct,” the instant Complaint would also constitute a violation of the same confidentiality provisions. Answer at 8.

<sup>12</sup> Motion to Dismiss at 4-10.

<sup>13</sup> Motion to Dismiss at 6-8 (citing *Not-for-Profit Hosp. Corp. v. SEIU, Local 1199*, 63 D.C. Reg. 10683, Slip Op. No. 1580 at 9, PERB Case No. 15-U-10 (2016)). The Board notes that *Not-for-Profit Hosp. Corp.* was vacated on unrelated jurisdictional grounds in *D.C. Nurses Assoc. v. Not-for-Profit Hospital Corp. and Nat’l Assoc. of Special Police and Security Officers v. Not-for-Profit Hospital Corp.*, Slip Op. No. 1669, PERB Case Nos. 17-U-09, 17-U-21, 17-U-23 and 17-RC-01 (2018). However, the Board adopted its analysis regarding D.C. Official Code § 1-617.17(h) in Opinion No. 1580 in PERB Case No. 24-U-25 (*DCG and DCPS v. WTU, Local #6*, Slip Op. No. 1878 at 7, PERB Case No. 24-U-25 (2024)).

<sup>14</sup> Opposition at 5-6.

<sup>15</sup> Opposition at 2-7.

**A. A decision on the pleadings is appropriate in the instant case.**

Board Rule 520.6 states that “[if] a review of the complaint and any response thereto reveals that there is no issue of fact to warrant a hearing, the Board may render a decision upon the pleadings or may request briefs and/or oral argument.” The Board has previously rendered decisions on the pleadings even where a party has not filed a motion requesting a decision on the pleadings.<sup>16</sup> While the parties in the instant case dispute certain facts, there are no material facts in dispute as none of the disputed facts<sup>17</sup> have any bearing on the Board’s conclusion, *infra*, that it lacks jurisdiction over the instant Complaint.<sup>18</sup>

**B. The Board lacks jurisdiction over the Complaint.**

In determining jurisdiction in a case involving contractual claims, the Board looks to:

Whether the record supports a finding that the alleged violation: (1) is restricted to facts involving a dispute over whether a party complied with a contractual obligation; (2) resolution of the dispute requires an interpretation of those contractual obligations; and (3) no dispute can be resolved under the CMPA.<sup>19</sup>

The Board has established that negotiated ground rules between labor organizations and agencies constitute contractual provisions.<sup>20</sup> The Board has further held that where the parties’ ground rules establish confidentiality obligations which match those included in D.C. Official Code § 1-617.17(h), the Board lacks jurisdiction over disputes pertaining to that subject.<sup>21</sup>

---

<sup>16</sup> See *FOP/DOC Labor Comm. v. DOC*, Slip Op. No. 1835 at 2, PERB Case No. 23-U-03 (2023) (holding that where only questions of law remain unresolved, the Board may render a decision on the pleadings); See also *Brokenborough v. DCPS*, 65 D.C. Reg. 7114, Slip Op. No. 1666 at 2, PERB Case No. 18-U-10 (2018); *AFGE, Locals 631, 872, & 2553 v. WASA and AFSCME, Local 2091 & NAGE, Local R3-06*, 62 D.C. Reg. 16493, Slip Op. No. 1549 at 2, 6, PERB Case No. 15-U-23 (2015); *WTU, Local #6 v. DCPS*, 38 D.C. Reg. 2650, Slip Op. No. 258 at 3, PERB Case No. 90-U-13 (1992)).

<sup>17</sup> IAFF disputes, in pertinent part, that: (1) it made sensitive details of the parties’ compensation negotiations available to the public; and (2) it failed to preserve the confidentiality of negotiations by filing the 25-U-30 Complaint under seal. Answer at 4-5. IAFF further provides mitigating details regarding FEMS’ allegations. Answer at 3-6. However, as discussed *supra*, the Board lacks jurisdiction over the instant Complaint and, therefore, these disputed facts are immaterial to the Board’s decision.

<sup>18</sup> See *FOP/MPD Labor Comm. v. MPD, et al.*, 60 D.C. Reg. 10816, Slip Op. No. 1395 at 4, PERB Case Nos. 11-U-35 and 11-U-44 (2013) (finding that while issues of fact remained contested, taking all of the complainant’s allegations as true, the allegations did not constitute an unfair labor practice and granting the respondent’s motion to dismiss). Further, as FEMS’ assertion of violations of D.C. Official Code § 1-617.04(b)(3) hinge on an underlying violation of D.C. Official Code § 1-617.17(b) or (h), Complaint at 3, 6, FEMS has failed to make any claims that could constitute a violation of D.C. Official Code § 1-617.04(b)(3).

<sup>19</sup> *FOP/MPD Labor Comm. v. MPD*, 60 D.C. Reg. 12058, Slip Op. No. 1400 at 7, PERB Case No. 11-U-01 (2013) (citing *AFGE, Local 3721 v. D.C. Fire Dep’t*, 39 D.C. Reg. 8599, Slip Op. No. 287 at fn. 5, PERB Case No. 90-U-11 (1991)).

<sup>20</sup> *FOP/MPD Labor Comm. v. MPD*, 59 D.C. Reg. 6039, Slip Op. No. 1007 at 8, PERB Case No. 08-U-41 (2012) (citing *AFGE, Local 2741 v. DRP*, 46 D.C. Reg. 6502, Slip Op. No. 588 at 3, PERB Case No. 98-U-16 (1999)).

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

Here, the parties' negotiated ground rules provide:

**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. [Official] Code [§] 1-617.17(h).<sup>22</sup>

D.C. Official Code § 1-617.17(h) states:

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.

The parties' ground rules include all aspects of the requirements of D.C. Official Code § 1-617.17(h), including the provision of District of Columbia Council-appointed observers and the requirement to keep information regarding negotiations confidential. As such, the instant Complaint is based on an alleged contractual violations.<sup>23</sup> Where interpretation of a contractual obligation is necessary and appropriate to a determination of whether or not a non-contractual, statutory violation has been committed, the Board has deferred the contractual issue to parties' grievance arbitration procedures.<sup>24</sup> The Board lacks jurisdiction to interpret contractual issues and, therefore, the Complaint is not properly before the Board and must be dismissed.<sup>25</sup>

#### **IV. Conclusion**

The Board finds that it lacks jurisdiction over the instant Complaint. Therefore, IAFF's Motion to Dismiss is granted.

---

<sup>22</sup> Opposition at 3.

<sup>23</sup> *FOP/MPD Labor Comm. v. MPD*, Slip Op. No. 1007 at 8.

<sup>24</sup> *Id.* (citing *AFSCME, District Council 20, Local 2921 v. DCPS*, 42 D.C. Reg. 5685, Slip Op. No. 339 at fn. 6, PERB Case No. 92-U-08 (1995)).

<sup>25</sup> *FOP/MPD Labor Comm. v. MPD*, Slip Op. No. 1007 at 8. As the Board lacks jurisdiction over the Complaint, it need not address the other allegations and responses presented in the parties' pleadings.

**ORDER**

**IT IS HEREBY ORDERED THAT:**

1. The International Association of Fire Fighters, Local 36's Motion to Dismiss is granted and the Complaint is dismissed in its entirety;
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 Douglas Warshof and Members Renee Bowser, Mary Anne Gibbons and Peter Winkler.

September 18, 2025.

**Washington, D.C.**

### **APPEAL RIGHTS**

Pursuant to Board Rule 559.2, a party may file a motion for reconsideration, requesting the Board reconsider its decision. Additionally, 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.