

IN THE ACT 111 ARBITRATION BETWEEN

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, Local 22**

and

CITY OF PHILADELPHIA

Arbitration Panel

Samantha Tower, Esq.
Neutral Arbitrator and Panel Chair

Marc Gelman, Esq.
Holroyd Gelman PC
Local 22-Appointed Arbitrator

Shannon Farmer, Esq.
Ballard Spahr LLP
City-Appointed Arbitrator

Appearances

FOR IAFF Local 22:

W. Daniel Feehan, Esq.
Holroyd Gelman

FOR THE CITY:

Karli Talmo, Esq.
Mia Kim, Esq.
Ballard Spahr LLP

Frank Wehr, Esq.
Ryan Mulgrew, Esq.
Chris D'Amore, Esq.
City of Philadelphia Law Department

The undersigned arbitrators were duly appointed as the Board of Arbitration (Board or Panel) pursuant to the provisions of Section 4(b) of the Act of June 24, 1968, P.L. 237, as amended, 43 P.S. §217.4(b) (Act 111) and the procedures of the American Arbitration Association. Hearings in this matter were conducted on September 5, 11, 15, October 22, 23, and November 10 and 17, 2025, in Philadelphia, Pennsylvania, at which time both parties had a full and fair opportunity to present documentary and other evidence, examine and cross-examine witnesses, and offer argument in support of their respective positions. The Panel acknowledges that the parties agreed to waive the time limits under Act 111. Following extensive executive sessions of the Arbitration Panel, the following Award was adopted by a majority of the Panel.

BACKGROUND

This Act 111 interest arbitration was conducted under the dictates of the Pennsylvania Intergovernmental Authority Act (PICA Act), which created the Pennsylvania Intergovernmental Cooperation Authority (PICA). The PICA Act requires that the City develop, at least annually, five-year financial plans that provide for balanced budgets and must be reviewed and approved by PICA. The City is further required to undertake “a review of compensation and benefits” and to ensure that expenditures, including those for employee wages and benefits, are balanced with revenues. 53 P.S. § 12720.102(b)(1)(iii)(H); 12720.209(b) and (c). Under the PICA Act, a failure on the part of the City to comply with such requirements would result in the mandatory withholding of state funding and tax revenues designated for the City.

Most relevant for this Panel, Section 209(k) of the PICA statute, entitled “Effect of plan upon certain arbitration awards,” requires that, prior to rendering an Act 111 award which grants a pay or fringe benefit increase, the Panel must consider and accord substantial weight to:

- i. the approved financial plan; and
- ii. the financial ability of the [City] to pay the cost of such increase in wages or fringe benefits without adversely affecting levels of service.

53 P.S. § 12720.290(k)(1). The Panel also must make a written record of the factors it considered when making its determination, affording substantial weight to the approved five-year plan and the City's ability to pay. 53 P.S. § 12720.290(k)(2).

During this Act 111 proceeding, both parties raised arguments regarding the City's financial condition and ability to pay for this Award within the confines of the approved five-year plan. In making this Award, the Panel has carefully reviewed and considered the testimony of the witnesses and the exhibits submitted by the parties, as well as statements made by both parties in support of their respective positions. This Panel has duly considered the parties' arguments and has accorded the City's financial concerns the substantial weight required by law.

I. FINDINGS AND REASONING

In light of the PICA Act's requirement that the Panel make findings, supported by substantial evidence in the record, that the City has the ability to pay the cost of the Award without adversely affecting service levels, the Panel has carefully considered the evidence and the contentions of the parties and makes the findings set forth herein.

1. The City is statutorily required to maintain a balanced budget.
2. The City is also required to submit to PICA for approval a revised five-year plan that is balanced in each of its years whenever it appears that the City's budget is no longer balanced as a result of unplanned revenue decreases or expense increases. The City is required to provide quarterly updates to PICA showing how actual results and current projections compare to those contained in the approved five-year plan.
3. The City must make mid-year adjustments if there is a variance from the approved five-year plan. Because the City is prohibited by law from enacting

mid-year tax increases, such adjustments generally must come from service reductions.

4. The parties presented expert testimony regarding the City's financial condition and projections regarding the national and City economy over the next five years. The Panel recognizes that in its February 2025 Precision in Projections brief, PICA noted that the City's tax revenue projections are more accurate than the projections of other cities. All of this testimony was taken into consideration in reaching this Award.
5. The Panel concludes that the City has acted responsibly in reaching its Five-Year plan forecasts. The Panel notes that the City's forecasts have sometimes proved more conservative than the actual revenues. The Panel also notes that the City faces uncertainty regarding how the City's economy will be impacted by national and international economic decisions and other national and international economic trends which can affect the City's forecasts. The Panel recognizes that any unexpected budgetary shortfalls would hamper the City's ability to provide services to its residents.
6. The Panel understands that the stability and prosperity of the City is contingent on continued, consistent, and reliable state and federal funding. The cuts to federal grants and contracts, as well as federal government shutdowns and state budget impasses create economic risk for the City while simultaneously creating an increased need for services provided by the City. Reductions in the federal workforce in Philadelphia also impact the City's wage tax collections from federal employees. The Panel also recognizes that the City can no longer rely on the federal backstop provided by the one-time funds allocated to the City in the American Rescue Plan Act.
7. The Panel notes that the City has unique status as a city and a county which creates an obligation to provide both city and county government services, which comparator cities largely do not bear. Additionally, the City faces economic and demographic challenges, including high poverty levels, which create demand for social services. The Panel recognizes that the City's poverty level has dropped, yet its poverty rates are still the second highest of the nation's ten largest cities, and higher than that of the state or the nation as a whole.
8. The Panel commends the City for establishing a labor reserve in the FY2026-2030 Five-Year Plan to cover wage increases for its union members.
9. The Panel notes that the labor reserve in the FY2026-2030 Five Year Plan has already been exhausted by the contracts for other bargaining units for FY2026 and forward that have been negotiated or settled through interest arbitration. As a result, this Award must be funded out of the City's reserves or through adjustments in the approved FY2026-2030 Five Year Plan.

10. The Panel notes that the City's available fund balance is much lower than the recommended levels for a city of its size and much lower than peer cities relative to overall budget. These factors have been taken into account by the Panel in reaching this Award. Nonetheless, the Panel concludes that the evidence establishes that the City has the ability to pay for this Award consistent with the requirements of the PICA Act.
11. The Panel recognizes the challenges the City faces in attracting and retaining Emergency Medical Services (EMS) personnel. It commends Local 22 and the City for their efforts to address EMS shortages faced in Philadelphia and appreciates their proposals which were designed to address these shortages. In light of these staffing challenges, the Panel has awarded the City's proposed Paramedic Wage Scale and Paramedic Apprentice Program.
12. The Panel recognizes and commends the bargaining unit members who provide fire protection and emergency medical services by working around the clock to respond to emergencies and keep residents safe. The Panel also recognizes that this work has been made more difficult as the number of firefighters, EMTs, and paramedics is below budgeted levels.
13. The Panel recognizes that the Fire Department has a program, monitored through a joint committee with Local 22, to provide mandatory medical evaluations for all bargaining unit employees biannually. The Panel recognizes that this program, which is unique in the City workforce, has contributed to not only saving multiple lives, but also contributed overall to the health and wellness of the bargaining unit. The Panel finds it appropriate to recognize the contributions of that program in attempting to not only improve the health of first responders in the Fire Department, but also reduce the cost of medical benefits, which are borne by the City, sick leave usage, and replacement overtime when employees are out sick. Accordingly, the Award provides for an economic adjustment for bargaining unit employees and an adjustment to the rate at which sick leave can be converted to extended retiree medical benefits at retirement to reflect both the impact on members of being required to undergo such extensive testing that no other City employees do and the additional costs that the City has avoided through this program.
14. The Panel acknowledges that there has been significant evidence and argument in these proceedings regarding the issue of "parity" with the bargaining unit of police officers represented by the Fraternal Order of Police ("FOP"). The Panel concludes that the record demonstrates that there has generally been parity in the general wage increases provided to employees in the two bargaining units, but that parity has never meant identical awards. To the contrary, many other economic terms, including premium pay/stress pay, are different based on the different work of the two departments. In addition, there has been a history of economic adjustments in a variety of forms that are tied to factors that are specific to one department and not another. The Panel

recognizes that interest arbitration panels have provided economic adjustments directly tied to civilianization of bargaining unit work to affected bargaining units that have not been received by other non-affected bargaining units, as was true in the prior FOP and correctional officer contracts. As the evidence establishes that the FOP Award for the period July 1, 2025 through June 30, 2027 (“2025 FOP Award”) made certain economic adjustments based on the evidence before it related to significant needs of the Police Department to civilianize a number of positions and make other adjustments to address a shortage of police officers, the Panel declines to include those economic adjustments in this Award. Instead, the Panel has reviewed the evidence before it and crafted an Award based on that evidence, including the unique adjustments described above. The Panel has also retained jurisdiction to address the issue if the Fire Department seeks to civilianize any covered positions during the term of this Award.

15. The Panel notes the testimony of Fire Commissioner Jeffrey Thompson regarding the significant strain placed upon the Fire Department by the currently unfettered use of accrued compensatory time by ranking officers. The Panel agrees that it is appropriate to include some reasonable controls on the usage in order to limit the operational strain on the Department’s staffing, while still giving ranking officers reasonable opportunities to use the time that they have earned.
16. The Panel also commends the leadership of IAFF Local 22 President Michael Bresnan and the testimony of Local 22 representatives regarding the difficult and dangerous work performed by bargaining unit members, and the importance of additional support from the City as life insurance costs and retiree costs increase.
17. Given the present uncertainties presented by the national economy, the Department’s staffing issues, and the international events coming to Philadelphia this summer, the Panel believes this necessitates an Award for a shorter term than some recent awards.

II. AWARD

1. Term: July 1, 2025 through June 30, 2027
2. Wages:
 - a. 3.0% increase effective July 1, 2025
 - b. 3.0% increase effective July 1, 2026
3. Joint Wellness Program

In recognition of the success of the Joint Wellness Program undertaken between the City and Local 22 as described in Paragraph 13 above, the Panel directs the following:

- a. The City shall increase the wage scale by 1% increase effective January 1, 2026.
- b. Health Benefits Into Retirement: Replace the current schedule for purchase of post-retirement health benefits with the following subject to all of the existing rules:

Effective for employees who retire after the date this Award is issued, retiring employees may elect to use accumulated sick leave for each six month period to purchase an extension of health care coverage in lieu of cash payment, according to the following schedule:

Pay Ranges	Hours Required for 6 mos. of additional insurance
303, 313, 399	80
304, 314, 350	70
305, 306, 351	65
307, 352	55
308, 353	40
309, 354	30
310	25

4. Paramedic Wage Scale: Effective July 1, 2026, the following pay scale shall be implemented for employees in the paramedic series of classes in lieu of the increase in paragraph 2(b):

	Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Service Paramedic	350	72285	85033	92770	99393	106021	110434
New Paramedic Lieutenant	351		109695	112067	114452		
New Paramedic Captain	352		122858	125515	128186		
New Paramedic Services Chief	353		138830	141832	144850		
New Paramedic Deputy Chief	354		158266	161688	165130		

5. Longevity: Effective January 1, 2026, the City shall implement the following longevity schedule:

<u>Years</u>	<u>Percentage</u>
1-2	0
3-4	4.3%
5-9	4.8%
10-14	5.5%
15-19	6.2%
20-24	6.7%
25-29	7.3%
30+	7.8%

6. K-9 Compensatory Time: Effective 60 days after the issuance of the Award, K-9 compensatory time for members of the bargaining unit who are assigned to care for an arson dog off duty will be 3.5 hours per week. The City, in its discretion, will have the right to cash out accumulated compensatory time earned by individuals receiving K-9 compensatory time.
7. Retiree Trust Fund: Within 60 days after issuance of this Award, the City's contribution to the Local 22 Retiree Joint Trust Fund for fiscal year 2026 will be \$3.4 million, less any advance payment already made. On or before July 1, 2026, the City shall make a lump sum payment of \$3.4 million to the Local 22 Retiree Joint Trust Fund.

8. Drug and Alcohol Testing: Directive 54 will be revised as follows:

When an employee is subject to post-accident alcohol testing pursuant to Section 5.4.2.1, the Fire Department may rely on the results of an on-scene EBT test and the bargaining unit member will not have the right to require a blood test to be administered.

9. Civilianization: If, during the term of the Award, the City seeks to have non-bargaining unit members perform bargaining unit work, the City will provide Local 22 with at least 30 days' advance notice of its intent to do so in order to provide the parties an opportunity to review the proposed reallocation of work. Unless the time limits are extended by mutual agreement, either party may request interest arbitration over the proposed reallocation of work within 30 days following the end of the 30-day notice period. If Local 22 fails to do so, the City shall be permitted to move forward with its proposal.

Any interest arbitration so convened shall not be considered a re-opening of the contract, but shall be limited to the dispute submitted and, in the event that work is reallocated or shared, whether any changes are necessary to the CBA to carry out that change in work and whether any economic changes for the Local 22 bargaining unit are warranted. The Panel shall retain jurisdiction to hear any request for interest arbitration under this paragraph.

10. Commander Compensatory Time: Commanders will have the right to take five (5) days of compensatory time consecutively, to be scheduled with the approval of the Commissioner or designee. The Commissioner or designee may approve the use of more than five (5) consecutive days in their discretion. This provision shall not affect Commanders' ability to use earned compensatory time for periods less than five (5) consecutive days.

11. Paramedic Apprentice Program: The City will be permitted to create a Paramedic Apprentice program. Employees who participate in the program will be considered probationary employees for the full length of their employment in the program and are subject to discipline, up to and including rejection during probation (termination), in the sole discretion of the Fire Department without recourse to the grievance and arbitration procedure. If a Paramedic Apprentice becomes a licensed paramedic they will no longer be considered an Apprentice and will not be subject to the terms of this program. The Fire Department and Local 22 will meet to negotiate the remaining terms of the Apprentice Program. The Panel will retain jurisdiction over the Apprentice Program to resolve any issues over which the parties cannot reach agreement, including any implementation disputes that arise during the term of the Award.

12. Discipline: Directive 25 will be revised as attached.

13. Life Insurance: Effective July 1, 2025, the City's contribution shall increase by \$1 per member per month. Effective July 1, 2026, the City's contribution shall increase by \$1 per member per month.
14. Grievance and Arbitration: Local 22 or an employee will have 30 calendar days to file a grievance at Step 1 of the grievance procedure.
15. Women's Committee: Local 22 and the City will establish a joint Labor/Management committee comprised of an equal number of representatives from the City and Local 22 to discuss specific areas of concern to women serving in the Fire Department.
16. Retention: The Panel recognizes that the 2025 FOP Award contains the following provision:
 17. Retention Incentives: The Panel directs the parties to submit recommendations to the Panel within 120 days regarding whether and to what extent additional adjustments may be warranted in order to foster improved retention of senior officers. The Panel encourages the parties to seek the views of senior officers in making these recommendations. The Panel will retain jurisdiction over this issue.

The Panel notes that, to date, no additional award has been issued by the FOP Interest Arbitration Panel under this provision.

If a supplemental award is issued by the FOP Panel during the term of this Award that awards adjustments to "foster improved retention of senior officers" that could be applicable to members of this bargaining unit, either Local 22 or the City may, within 30 days of the issuance of a supplemental FOP Award, request that the Panel convene a hearing for the purpose of hearing evidence and argument from the parties on whether conditions exist in this bargaining unit that would warrant consideration of the specific retention-related adjustment(s) awarded in the supplemental FOP Award, consistent with the requirements of the PICA Act.

III. CONCLUSION

All remaining terms and conditions not expressly modified by this Award or previously agreed to by the parties in negotiations shall remain "as is" through June 30, 2027.

All proposals of the parties not included in the Award are denied.

It is understood that the signature of the Arbitrators attest to the fact that the contractual changes represent the majority opinion and Award on each issue by the members of the Arbitration Panel.

Samantha E. Tower

Samantha E. Tower, Esq.
Neutral Arbitrator and Panel Chair



Marc Gelman, Esq.
Local 22-Appointed Arbitrator



Shannon D. Farmer, Esq.
City-Appointed Arbitrator

Dated: June 26, 2026

*Dissent
as to
wages
and
Paragraph 8.
See attached*

DISSENTING OPINION OF
UNION-APPOINTED ARBITRATOR

I respectfully dissent from the economic provisions of the Award.

The principal responsibility of an Act 111 interest arbitration panel is to evaluate the evidence presented and fashion an award that is supported by demonstrable need, comparability, and the employer's ability to pay. In my view, the majority's wage determination cannot be reconciled with those established principles.

For decades, the City of Philadelphia's police officers and firefighters have enjoyed substantial parity in wages and economic benefits. That parity existed not merely as a matter of historical practice, but because both groups perform critical public-safety functions, operate under similar working conditions, and have traditionally been viewed by the City and arbitrators as appropriate comparators for compensation purposes.

The Award departs from that longstanding pattern. More importantly, the record does not establish a sufficient factual basis for doing so.

When the Pennsylvania General Assembly passed the Policemen and Firemen Collective Bargaining Act in 1968, it granted firefighters the right to bargain over their wages and benefits, all the while imposing an important limitation on that right. Unlike employees in the private sector, firefighters in Pennsylvania would never have the right to employ the most effective weapon in their arsenal—the right to strike. So important were the services that firefighters provided to society that they would not be permitted to withhold those services to improve their lot.

Instead, the heavy responsibility of determining just what a firefighter is worth would fall on the shoulders of an interest arbitration panel.

Over the years, it has become well-established that an Act 111 interest arbitration panel is to be guided by facts, and not hyperbole. Generally, three factors drive a panel's decisions in crafting an award: 1) demonstrated need for a proposal; 2) an examination of how comparable communities and departments have addressed the issue; and 3) whether there is an "ability to pay" for the proposal.

In issuing the wage component of this Award, this Panel appears to have completely disregarded these basic principles, particularly with regard to the compensation disparity between firefighters and police officers.

Police officers and firefighters who are employed by the City of Philadelphia share numerous unique and powerful common bonds. Both are comprised of heroic groups of employees who perform inherently dangerous work and willingly risk their very lives to save those of the citizens of Philadelphia. To do so, both are highly trained, experienced professionals who labor around the clock, every day of the year, in the service of the City.

It is for these, and many other valid reasons that both the City and Act 111 Arbitrators have historically compensated police officers and firefighters with absolute wage "parity." Except for circumstances unique to their chosen professions, their wages, hours, and other terms and conditions of employment were essentially the same for the last two-decades – at least until this Award.

During the hearings in this case, it was apparent that the economic conditions of the City had not materially changed from those prevailing at the time that the most recent police award was issued. Indeed, the instant proceeding opened mere months later. The City's economic presentation during both proceedings was virtually identical – the very same witnesses and the exact same economic data.

Be that as it may, the Panel (or at least a majority of the Panel) in this case soon determined that the compensation to be awarded to the firefighters would significantly deviate from those agreed to by the police. For the first time in a generation, firefighters would no longer achieve wage parity with the police.

For reasons that completely allude me and that are certainly not evident from the face of the record, the majority of the Panel determined to provide the firefighters with what is essentially a *dramatically lower* wage increase than the police.

This decision is entirely without support from the economic data. No “ability to pay” justification holds water. The economic conditions prevailing in the City now are at least the same, if not better, than those prevailing when the City saw fit to provide a dramatic increase in compensation to the City’s police officers.

The testimony and documentary evidence presented to the Panel demonstrate that the City of Philadelphia is operating from a position of substantial financial strength and is projected to remain in that position for the foreseeable future. The record showed that the City’s prior predictions of federal and state fiscal turmoil have not come to pass, and logic and common-sense dictate that its current warnings are equally alarmist.

The record demonstrated a strong and stable growth of General Fund revenues, increasing General Fund balance and reserves, and the City’s bond rating improvement. Importantly, the City’s general fund savings have increased by about \$1.2 billion in recent years. Data reported by the PICA itself shows that the City’s General Fund balance increased significantly and exceeded earlier projections.

The City has consistently under-projected revenues and over-projected expenditures. General Fund revenues were under-projected in 8 of the previous 10 fiscal years by an average of

\$114 million per year and General Fund expenditures have been over-projected in 8 of the 10 years by an average of \$146 million per year. This is a consistent, one-directional bias toward conservative estimates. The City's official projections systematically understate its actual financial performance.

Notably, the City's Annual Financial Report for Fiscal Year ended June 30, 2025 announced that "an unreserved fund balance surplus of \$1,187.7 million was reported on the budgetary basis and a total fund balance of \$1,990.9 million was reported on the modified accrual basis." The City's books show almost \$1.2 billion in available funds, and when standard government accounting adjustments are applied, the City's true total fund balance is closer to \$2 billion.

The City's own financial reports demonstrate that it possesses significant accumulated reserves and ample fiscal capacity. By any measure, the City is currently operating from a position of considerable fiscal strength.

Central to the Panel's rationale regarding wages is its complete buy-in of the fiction conceived in the recent FOP regarding the "civilianization" of certain bargaining unit positions. The panel used this as justification for a financial windfall to the membership, a 1.5% wage increase for both years of the contract. A majority of this Panel has chosen to engage in an exercise of willful ignorance by crediting the City's claims that this civilianization ruse is anything but a *de-facto* wage increase.

This artifice is easily laid bare. Every Lodge 5 member, not just those in the effected units, will receive a 4.5% annual wage increase for both years of the two-year CBA. And lest there be any assertion otherwise, the City will not receive the benefit of any cost savings due to civilization during the life of the CBA. Whatever general benefit there may be to civilianizing certain positions,

there is no supportable claim that civilianizing police bargaining unit positions achieves any monetary savings during the life of the contract. As the City conceded during these proceedings, the value is “...not monetary. It’s operational.”

Indeed what was articulated as a “civilization bonus” provided to the FOP members “[i]n recognition of the operational flexibility included in this Section of the Award,” the increase was inexplicably issued as a wage increase. The amount constitutes regular wages in every respect. In effect, every bargaining unit member received a 4.5% total wage increase in both 2026 and 2027. Yet, this arbitrary 1.5% bump is not tethered to any financial reality. Although the “top-off” on wages may be connected to the civilianization language in the FOP 5 award, it is not financially supported – or even impacted – by it.

The practical effect of the police award was to provide bargaining-unit members with compensation that exceeded the nominal wage increases reflected elsewhere in the award. Whatever label is applied to that compensation, its economic impact upon employees is indistinguishable from additional wages. The majority does not adequately explain why a comparable economic adjustment was deemed affordable in the police proceedings but unavailable here.

This begs further discussion of the City’s claims regarding its financial status in the context of its claimed inability to fund similar wage increases for Local 22 members. Regardless of what label the City chooses to apply, over 5,500 Lodge 5 members received or will receive a 4.5% pay raise in both 2026 and 2027, the cost of which is *not offset in any manner* by the civilization of union positions. This Panel has rejected Local 22’s wage proposals for a unit that is less than half the size of their police counterparts. The minimal wage increase this Panel has awarded for application of its Wellness Program is wholly insufficient in comparison.

The panel issuing the August 8, 2025 police award made a unanimous decision - without dissent from the City's appointed arbitrator – to award this wage increase. The panel considered the very same Five-Year Plan and contemplated virtually the same financial conditions and future forecast of the City. The sincerity of the City's claims of unaffordability of a comparable wage increases in the current proceeding rings hollow – laughably so when also considering the cash bonus of thousands of dollars awarded to each police officer.

Finally, and perhaps most gallingly, a majority of this Panel had the temerity to justify its position on a finding that the Five-Year Plan “has already been exhausted by the contracts for other bargaining units for FY2026 and forward that have been negotiated or settled through interest arbitration.” Remarkably, through its own mismanagement and inability to plan for the funding for all its contracts, the City now cries poor and expects the members of Local 22 to suffer for its ineptitude.

As a practical matter there is little that Firefighters Local 22 can do in this round of negotiations with this Panel of Arbitrators. Despite numerous efforts to change the outcome, the majority issued a decision that is essentially a rubber-stamp to the City's desired economic wish-list. Discussion, argument, and simple equity yielded nothing for Local 22 and its members.

While there is nothing that can be done at this point, I felt compelled to write this Opinion and append it to the Award to explain to future arbitrators the injustice that was done to the firefighters of the City of Philadelphia by this Panel. The risks they take, the sacrifices they make, the danger they face, and the professionalism that they consistently demonstrate are no different – and clearly no less – than their brothers and sisters in blue. In my humble opinion there existed absolutely no rational basis for this Panel to distinguish between these two heroic groups of employees by decimated decades-long parity. The fact that it did so is a sad testament to the esteem

– or, more accurately, lack of esteem – with which the majority of this Panel actually hold the heroic members of the City’s fire fighting profession. Sadly, but obviously, the majority of the Panel simply decided that the City’s firefighters were not economically worth the same as their brothers and sisters within the police department and therefore so ruled.

I could not disagree more. The decision is completely wrong and must be condemned as such along with the philosophy underlying its rationale.

Accordingly, I conclude that the majority's departure from longstanding parity between these two public-safety bargaining units is unsupported by the record and inconsistent with the principles that traditionally guide Act 111 interest arbitration.

For those reasons, I respectfully dissent from the economic provisions of the Award. I also dissent from Paragraph 8 of the Award and reserve serious concerns regarding the legality of the modifications imposed upon the drug and alcohol testing procedures contained in Directive 54.

I instruct that a copy of this Dissent be appended to the Award.

SUBJECT: DISCIPLINARY CODE**1. POLICY**

- 1.1 The Philadelphia Fire Department's mandate is to provide fire prevention and fire suppression services to all citizens of Philadelphia with courtesy and without discrimination. This mandate also includes providing medically necessary emergency pre-hospital care and transportation for the public by means of the first responder companies and Emergency Medical Services. These activities routinely involve our member's interaction with the general public and the presence of our members on private premises, either when emergencies have forced owners and residents away from their dwellings and possessions or when residents are medically incapable of fending for themselves or their property. Accordingly, citizens must be confident in the integrity of Fire Department employees.
- 1.2 Additionally, the ability of the Fire Department to fulfill its service mandate effectively, particularly in activities, projects, or programs requiring the cooperation and support of private citizens and the community, depends greatly on the maintenance of the Fire Department's positive image and the public's trust. Fire Department members also swear and sign an oath to perform their duties to the best of their ability and to obey all Federal, State, and City laws, Civil Service Regulations and rules of the Fire Department. Accordingly, uniformed members of all ranks are expected to conduct themselves in a credible manner at all times, both on and off-duty.
- 1.3 Civil Service regulations include provisions for disciplinary action, ranging from reprimand to dismissal, if Federal, State or City Laws, Civil Service Regulations or Fire Department rules are violated. The purpose of this chapter is to provide a guide for the proper conduct of members. The misconduct specifications in this chapter are listed to provide proper identification of charges to be placed against a member for various infractions of the rules and regulations of the City and the Fire Department, as well as, the necessary actions to be taken in processing these charges. The listing of formal charges in this chapter in no way disallows the use of the charges or violations not listed herein, nor is it limited solely to the rules or violations contained in this chapter.
- 1.4 The intent of the Disciplinary Code is to instill and support the core values of the Philadelphia Fire Department by establishing fair and consistent penalties for violations of Philadelphia Fire Department rules, regulations, policies, and principles. The Types of Violations herein are intended to direct the Fire Board of Investigation and all Commanders in administering such fair and uniform penalties. This code shall apply to all personnel of the Fire Department. The core values of the Fire Department are:
 - Dedication - Dedication means being devoted and committed to the mission of the Fire Department and each task at hand. It is a privilege to serve as a member of the public safety community in the Philadelphia Fire Department. When we put the uniform on, always remember the many others who have served with dedication and honor, often paying the ultimate sacrifice. We must continually maintain a positive image and earn the public's trust.

- Service - Service means providing emergency and non-emergent services to all persons with respect, courtesy and dignity in a professional manner. Every day we have contact with people who are injured, ill, and in situations requiring immediate intervention. They expect that we will provide assistance for them and be helpful in the process. Our business and job are to provide service with compassion to every person in their time of need. Citizens must be confident in the integrity of all Fire Department employees by our actions and the service we provide.
- 1.5 Members of the Philadelphia Fire Department must conduct themselves in a credible manner at all times, both on and off-duty. All members will abide by all laws and all rules of the Philadelphia Fire Department maintaining the highest standard of professionalism and accountability. No member shall depart from the standards of professional conduct or disobey the law and/or Philadelphia Fire Department rules and regulations.
- 1.6 The following code includes specific behaviors that have been identified as violating this standard. However, to the extent that an employee's actions are not specifically described in this code but have the effect of impairing the employee's ability to perform his or her duties, then the employee may be charged under the "Unspecified" Charges.
- 1.7 Penalties recommended by the Fire Board of Investigation, Special Investigations Office (SIO) or Commanders for offenses shall be within the prescribed limits. The Fire Commissioner is the final authority on all disciplinary matters.
- 1.8 Transfer may be imposed for all disciplinary infractions.
- 1.9 Demotion may be imposed for all disciplinary infractions.
- 1.10 The "reckoning period" as used in this code is that period of time during which an employee is expected to have a record free of the same offense. All reckoning periods shall be completed from the date the first offense was committed. For subsequent violations to apply, it must be shown that the employee was provided formal notice for the first violation via written documentation. Second and subsequent violations of the same section committed during the relevant reckoning period shall be treated as second or subsequent offenses. The same type of offenses committed after the reckoning period expires counts as a first offense. If the individual is found not guilty of a first offense at a Fire Board of Investigation hearing, then a second offense charge would be considered a first offense with the reckoning period.

NOTE: This chapter is a result of Act 111 and cannot be altered unless agreed to by both the City of Philadelphia and Local 22.

2. RESPONSIBILITY

It will be the responsibility of all officers and members to fully understand and conduct themselves on-duty and off-duty according to the applicable specifications outlined in this chapter.

3. GENERAL INFORMATION**3.1 MISCONDUCT CHARGES**

- 3.1.1 Misconduct charges may be preferred in writing by the Fire Department against a member, by a member against another member, or by a civilian against any member of the Fire Department for a violation of Fire Department Rules, Civil Service Regulations, or any other chapter of the Fire Department. These written charges will be forwarded through channels.
- 3.1.2 Misconduct charges (Trial Board Charge Sheet) will be prepared by the on-duty officer or acting officer of the unit to which the member charged is working when the alleged violation occurs, unless ordered otherwise. The on-duty Battalion Chief and on-duty Deputy Chief will ensure that the disciplinary code process is followed without delay, including maintaining confidentiality and ensuring that the charges are appropriate for the alleged violation.
- 3.1.3 Misconduct charges will include the Violation (Disobedience of Orders, Neglect of Duty, etc.) and the Section(s).
- 3.1.4 Misconduct charges will specify the specific Directive, Policy, Civil Service Regulation, or any other order that is alleged to have been violated. They will record the time and place and the names of witnesses to the alleged violation.
- 3.1.5 A memorandum stating the full particulars for each charge must accompany the misconduct charges (Trial Board Charge Sheet).
- 3.1.6 Anytime a member of the Fire Department is arrested and/or reported, the Deputy Chief of the Division involved is to promptly notify the Assistant Fire Chief. The member involved will be suspended either immediately or at an appropriate time determined by the Fire Commissioner. The Deputy Chief involved will notify Personnel immediately or on the first working day of Fire Headquarters whenever a member has misconduct charges filed and whether the member is suspended. Whenever the Fire Department is notified that a member has been arrested, pertinent information will be relayed via phone, through channels, to the SIO, who will then notify the Fire Commissioner. After follow-up by a Chief Officer on the next working day, detailed information will be passed through the chain of command to the First Deputy Commissioner.

If Police request a Fire Department representative be present, the request will be accommodated.
- 3.1.7 A member suspended from duty, under charges, will return all department property to his commanding officer, pending the disposition of the case.
- 3.1.8 Any member who has been dismissed or demoted or who has been suspended for more than ten (10) days in one year, has the right to appeal, in writing, to the Civil Service Commission within thirty (30) days of such action, in accordance with current Civil

Service Regulations or may be grieved through the contractual grievance procedure within seven (7) days of the notice of such discipline.

- 3.1.9 All disciplinary action resulting in suspension, without pay, will be computed on actual working time.
- 3.1.10 A member may submit a written request to the Fire Commissioner to use holiday time in lieu of suspension time for part of or all of the suspension. Approval of this request is at the discretion of the Fire Commissioner or his/her designee. The request must be received within 48 hours of the first date of the suspension. When approved, the member will have the hours of the suspension deducted from the member's accrued holiday time, in increments of 8 or 12 hours, depending on the member's schedule, and be required to report to work. Members electing to forgo using holiday time to cover the suspension will remain in a no-duty status, not reporting to work, for the duration of the suspension time.

3.2 FIRE BOARD OF INVESTIGATION- (TRIAL BOARD)

- 3.2.1 The members of the Fire Board of Investigation will be designated by the Fire Commissioner. It will be the duty of the Board to inquire into all the facts of the case assigned and report their findings to the Fire Commissioner.
- 3.2.2 The Personnel Officer will ensure that any member who has had formal charges placed against him/her and has been scheduled to appear before the Fire Board of Investigation be notified, in writing, five (5) business days (Monday through Friday) prior to the date of the scheduled hearing.
- 3.2.3 The Personnel Officer will ensure that in the case of 3.2.2, the IAFF Local 22 will receive simultaneous notification, in writing, of the scheduled hearing.
- 3.2.4 If a member so summoned intends to have legal representation or to bring witnesses to testify on their behalf at the hearing, they may elect to do so but must notify the Personnel Officer by memorandum at least two (2) days in advance of the hearing.
- 3.2.5 If the member so desires, representative counsel or the Union Officer may speak for the member at the Fire Board of Investigation hearing.
- 3.2.6 In the event the member's selected counsel informs him/her that they are unavailable for the scheduled hearing, it will be the member's responsibility to notify the Personnel Officer immediately, through channels by phone, and then by memorandum if the member so desires that another date be arranged. If the pressing nature of the case is not compromised, another date may be arranged by the Fire Department.
- 3.2.7 Members will appear before the Fire Board of Investigation in proper uniform, unless they have been suspended from duty.
- 3.2.8 If the charged member desires to plead guilty and waive the scheduled Fire Board of Investigation hearing, he/she must request it by memorandum submitted directly to the

Special Investigations Office. Such request can be made any time after a member has been charged and up to 48 hours in advance of the scheduled hearing. The requesting member must plead “guilty as charged” and indicate acknowledgment that he/she will accept the disciplinary disposition of the Fire Commissioner determined in light of the waiver. The waiver request may also include a description of any mitigating circumstances in defense of the infraction (see Addendum #1). The member will be notified directly if the waiver has been approved. It will then be the member’s responsibility to notify his selected counsel and/or Local 22 IAFF, if this request has been granted and the hearing thereby canceled. All members are advised that no waiver will be considered for disciplinary actions involving dismissal proceedings.

3.2.9 Eliminated

3.3 VIOLATIONS

3.3.1 TYPES OF CHARGES

VIOLATION 4.4.1 CONDUCT UNBECOMING

VIOLATION 4.4.2 ALCOHOL INTOXICATION AND DRUG USE

VIOLATION 4.4.3 INSUBORDINATION

VIOLATION 4.4.4 NEGLECT OF DUTY

VIOLATION 4.4.5 DISOBEDIENCE OF ORDERS

VIOLATION 4.4.6 FAILURE TO SUPERVISE

VIOLATION 4.4.7 MOTOR VEHICLE VIOLATIONS

VIOLATION 4.4.8 UNSPECIFIED

VIOLATION 4.4.1
CONDUCT UNBECOMING

Section	Charge	1st Offense	2nd Offense	3rd Offense	Reckoning Period
1:00	Not conducting oneself in the customary rules of good behavior observed by law-abiding and self-respecting citizens in or out of uniform.	*Member will be held accountable for other specific charge(s).			2 Years
1:01	Gambling on-duty or while on City property.	12 hours to 48 hours	48 hours to 96 hours	96 hours to Dismissal	2 Years
1:02	Accepting, offering, or soliciting bribes under any circumstances.	Dismissal	--	--	--
1:03	Accepting gifts or gratuities in violation of § 20-604 of the Philadelphia Code or Executive Order	60 hours to 120 hours	120 hours to 240 hours	Dismissal	Duration of Employment

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	No. 3-11 (Prohibition of Acceptance of Gifts by City Officers and Employees).				
1:04	Failure to report, in writing, offers of bribes or gratuities to permit illegal acts.	Reprimand to 96 hours	120 hours to 240 hours	Dismissal	Duration of Employment
1:05	Engaging in any action that constitutes the commission of a felony or a misdemeanor which carries a potential sentence of more than (1) year. Engaging in any action that constitutes an intentional violation of Chapter 39 of the Crimes Code (relating to Theft and Related Offenses). Also includes any action that constitutes the commission of an equivalent offense in another jurisdiction, state or territory. Neither a criminal conviction nor the pendency of criminal charges is necessary for disciplinary action in such matters.	120 hours to Dismissal	Dismissal	--	Duration of Employment
1:06	Knowingly and willfully making a false statement of entry in any Fire Department report, interview or record.	48 hours to Dismissal	96 hours to Dismissal	Dismissal	Duration of Employment
1:07	Engaging in a verbal argument or quarreling with members of the Fire Department while on duty, on Fire Department property or in uniform.	Reprimand to 12 hours	24 hours to 48 hours	120 hours to Dismissal	5 Years
1:08	Assaulting or attempting to assault another member of the Fire Department while one or both are on-duty.	48 hours to Dismissal	96 hours to Dismissal	Dismissal	Duration of Employment
1:09	Permitting the use of his/her image in uniform or clothing representing the Fire Department or the use of his/her name and position with the Fire Department, for the purpose of influencing the sale of any goods, merchandise, commodities, real estate, stocks, or bonds, without first receiving the written approval of the Fire Commissioner.	Reprimand to 48 hours	48 hours to 96 hours	120 hours to Dismissal	Duration of Employment
1:10	Lending his/her image, while in uniform or clothing representing the Fire Department, or permitting the use of his/her name and position with the Fire Department, in connection with any written or printed article or advertisement, without first obtaining the written approval of the Fire Commissioner.	Reprimand to 12 hours	12 hours to 48 hours	48 hours to 96 hours	Duration of Employment
1:11	Appearing before City Council or other public official in uniform to present protest.	48 hours to 96 hours	120 hours to 240 hours	Dismissal	Duration of Employment
1:12	Using rude or insulting language or conduct offensive or threatening to the	Reprimand to 48 hours	48 hours to 96 hours	96 hours to 240 hours	2 Years

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	public or discourteous behavior while in uniform.				
1:13	Publicly criticizing the official action of a superior officer while in uniform.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 96 hours	2 Years
1:14	Knowingly accepting, directly or indirectly, any money or article to be used in connection with a matter affecting the Fire Department and using said monies or article for any other purpose without the written approval of the Fire Commissioner.	Reprimand to 48 hours	48 hours to 96 hours	120 hours to 240 hours	Duration of Employment
1:15	Soliciting any compensation or reward for services performed in the line of duty.	240 hours to Dismissal	Dismissal	--	Duration of Employment
1:16	Soliciting any gift or donation while using your affiliation as a member of the Fire Department without first obtaining the written approval of the Fire Commissioner or designee.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	Duration of Employment
1:17	Repeated documented violations of Departmental rules and regulations indicating that a member has little or no regard for his/her responsibility as a member of the Fire Department.	96 hours	192 hours	240 hours or Dismissal	5 Years
1:18	Conduct associated with other charges, and/or serious infractions indicating that a member has little or no regard for his/her responsibility as a member of the Fire Department.	120 hours to 180 hours	180 hours to 240 hours	240 hours to Dismissal	Duration of Employment
1:19	Knowingly and intentionally associating, fraternizing or socializing with persons actively engaged in criminal conduct, or fugitives from justice, or others that compromises, discredits, prejudices or otherwise makes suspect an employee's authority, integrity, or credibility.	60 hours to Dismissal	120 hours to Dismissal	Dismissal	Duration of Employment
1:20	Engaging in any act, conduct, or course of conduct which objectively constitutes discriminatory or harassing behavior based on race, color, gender, religion, national origin, age, ancestry, sexual orientation, disability, or gender identity.	96 hours to Dismissal	240 hours to Dismissal	Dismissal	Duration of Employment
1:21	Any act, conduct or course of conduct which objectively constitutes sexual harassment under the EQUAL EMPLOYMENT COMPLAINT PROCEDURES and/or the City sexual harassment policy.	48 hours to Dismissal	240 hours to Dismissal	Dismissal	Duration of Employment
1:22	Failure to cooperate with a Fire Departmental investigation which is disciplinary or operational in nature or any other incident associated with one's responsibility as a Fire	96 hours to Dismissal	240 hours or Dismissal	Dismissal	Duration of Employment

	Department member by lying or deliberately providing false, inaccurate or misleading information or suborning false, inaccurate or misleading information from others.				
1:23	Harassing or threatening Fire Department members or the public by action, communication or correspondence.	Reprimand to 96 hours	96 hours to Dismissal	Dismissal	Duration of Employment
1:24	Appearing before any non-departmental board, hearing, trial, or court proceeding in uniform without authorization from the Fire Department.	Reprimand to 48 hours	48 hours to 120 hours	120 hours to 240 hours	Duration of Employment
1:25	Failure to promptly advise the Fire Department of any arrest off-duty or within 24 hours upon release.	48 hours to 60 hours	60 hours to 96 hours	96 hours to Dismissal	Duration of Employment
1:26	Involvement in a criminal activity on or off- duty.	48 hours to Dismissal	96 hours	Dismissal	Duration of Employment
1:27	Failure to report corruption or work-related illegal acts committed by other members.	24 hours to 48 hours	48 hours to 96 hours	120 hours to Dismissal	Duration of Employment
1:28	Making any false claims on any injury reports, no matter how slight or misleading.	48 hours to Dismissal	180 hours to Dismissal	Dismissal	Duration of Employment
1:29	Engaging in sexual behavior while on-duty.	96 hours to Dismissal	Dismissal	--	Duration of Employment
1:30	Sexual behavior in a city, state, or federally owned or leased vehicle or facility while off- duty.	96 hours to Dismissal	Dismissal	--	Duration of Employment
1:31	On-duty or job-related inappropriate sexually based communication(s) conveyed in any manner.	48 hours to Dismissal	240 hours to Dismissal	Dismissal	Duration of Employment

VIOLATION 4.4.2
ALCOHOL INTOXICATION AND DRUG USE

Section	Charge	1st Offense	2nd Offense	3rd Offense	Reckoning Period
2:00	Reporting for duty or being on-duty under the influence of intoxicating beverages, prescription drugs and/or the use of or illegal drugs, or consuming same while on-duty.	160 hours	Dismissal	--	Duration of Employment
2:01	Consuming an intoxicating or alcoholic beverage while in uniform off-duty.	48 hours to 60 hours	60 hours to 96 hours	96 hours to Dismissal	Duration of Employment
2:02	Intoxicated or under the influence of an intoxicating beverage off-duty and arrested.	48 hours to 60 hours	60 hours to 96 hours	96 hours to Dismissal	Duration of Employment
2:03	Use of illegal drugs on or off-duty whether or not arrested confirmed by positive test results.	160 hours	Dismissal	--	Duration of Employment

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2:04	Use of controlled prescription drugs, compounds or substances without the preapproved authorization of a physician or legitimate medical authority.	160 hours	Dismissal	--	Duration of Employment
2:05	Failure to attend mandatory meetings, cooperate with mandated provisions of the DRUG AND ALCOHOL policy of rehabilitation, After Care Program, and/or Substance Abuse Professional (SAP) recommendations.	48 hours	Dismissal	--	Duration of Employment
2:06	Failure to self-report prescribed medication use to the City Medical Review Officer as per the DRUG AND ALCOHOL policy and/or comply with the requirements of the Medical Review Officer.	Reprimand to 48 hours	48 hours to 96 hours (NOTE: Reprimand for first year of the Drug and Alcohol policy)	96 hours to Dismissal	Duration of Employment
2:07	Arrested off-duty for operating a motor vehicle under the influence of alcohol in violation of the DUI policy.	160 hours	Dismissal	--	7 Years
		(NOTE: Discipline will be rescinded if all charges are dropped)			
2:08	Bringing or causing intoxicating beverages to be brought onto departmental property or having on one's possession on departmental property on or off-duty.	Reprimand to 96 hours	96 hours 144 hours	144 hours Dismissal	Duration of Employment
2:09	Bringing or causing illegal drugs to be brought onto departmental property or having in one's possession on departmental property on or off-duty.	30 days to Dismissal	Dismissal	--	Duration of Employment
2:10	Failure to report to the EAP when scheduled as a result of a positive Stage 1 Alcohol test.	12 hours to 24 hours	24 hours to 48 hours	48 hours to 96 hours	5 Years

VIOLATION 4.4.3
INSUBORDINATION

Section	Charge	1st Offense	2nd Offense	3rd Offense	Reckoning Period
3:00	Using profane or insulting language to a superior officer.	48 hours to 120 hours	120 hours to Dismissal	Dismissal	5 Years
3:01	Indicating insubordinate attitudes by expressions, mannerisms, gestures or disrespect.	Reprimand to 120 hours	120 hours to Dismissal	Dismissal	5 Years
3:02	Refusing to obey proper orders from a superior officer in a prompt and professional manner.	48 hours to 96 hours	96 hours to Dismissal	Dismissal	5 Years
3:03	Threatening to physically harm a superior officer.	96 hours to 120 hours	120 hours to Dismissal	Dismissal	Duration of Employment

3:04	Physically harming a superior officer.	120 hours to Dismissal	240 hours or Dismissal	Dismissal	Duration of Employment
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VIOLATION 4.4.4
NEGLECT OF DUTY

Section	Charge	1st Offense	2nd Offense	3rd Offense	Reckoning Period
4:00	Failure to attend any fire or assignment to which you have been dispatched.	48 hours to 96 hours	96 hours to Dismissal	Dismissal	Duration of Employment
4:01	Failure to uphold the Oath of Office, Fire Department.	*Associated with other specific charges.	Duration of Employment		
4:02	Unexcused lateness or habitual lateness.	Reprimand to 48 hours	48 hours to 120 hours	120 hours to Dismissal	10 Years
4:03	Failure to report for duty within one hour after the scheduled time of reporting unless previously approved.	12 hours to 24 hours	24 hours to 48 hours	48 hours to Dismissal	2 Years
4:04	Absence without leave for five (5) consecutive working days.	96 hours to Dismissal	Dismissal	--	5 Years
4:05	Failure to comply with any order, directive, regulation, etc., verbal or written.	Reprimand to 48 hours	48 hours to 120 hours	120 hours to Dismissal	5 Years
4:06	Unauthorized absence from any duty assignment.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to Dismissal	2 Years
4:07	Failure to properly care for equipment and apparatus, and/or, damaging same due to neglect or carelessness.	Reprimand to 48 hours	48 hours to 96 hours	120 hours to 240 hours	2 Years
4:08	Damage to, or loss of, Fire Department property resulting from negligent action or from failure to properly care for same.	Reprimand to 48 hours	48 hours to 96 hours	120 hours to 240 hours	2 Years
4:09	Failure to immediately make proper notification via chain of command and/or the Fire Dispatcher of all injuries to fire ground personnel that require immediate hospital treatment.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
4:10	Failure to report incidents that would prevent the rendering of service.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
4:11	Delaying or causing delay to any dispatch or alarm to which your unit has been dispatched	Reprimand to 48 hours	48 hours to 240 hours	240 hours or Dismissal	10 Years
4:12	Failure to notify the Company Officer when relieving another member, up to 240 minutes prior to the start or 120 minutes past.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	1 Year
4:13	Failure to report for duty at the scheduled duty time or after the scheduled duty time without first having permission from the working officer to effect member for member relief.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	1 Year

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4:14	Failure to use all personal protective equipment on the fireground and/or while engaged in any fireground, hazardous material or rescue incidents.	Reprimand to 48 hours	48 hours to 120 hours	10 days to Dismissal	5 Years
4:15	Failure to submit for approval, or by not having approved "Outside Employment Request" or renewal, approved and on file.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to Dismissal	5 Years
4:16	Deceptive reporting or intentionally misrepresenting a dispatch or conditions via any mode of PFD communication, not limited to fire radio, fire phone, logs, or required reports.	48 hours to Dismissal	180 hours to Dismissal	Dismissal	Duration of Employment
4:17	Working, for compensation or not, while off sick or injured.	48 hours to Dismissal	180 hours to Dismissal	Dismissal	Duration of Employment
4:18	Failure to be seated when riding or responding in any fire apparatus and not utilizing seat belts and/or helmets where required.	Reprimand to 48 hours	48 hours to 120 hours	120 hours to Dismissal	5 Years

VIOLATION 4.4.5
DISOBEDIENCE OF ORDERS

Section	Charge	1st Offense	2nd Offense	3rd Offense	Reckoning Period
5:00	Instituting criminal action arising from fire duty without notifying the Fire Department.	Reprimand to 12 hours	12 hours to 24 hours	24 days to	2 Years
5:01	Instituting civil action arising while performing duties as a Fire Department member without notifying the Personnel Officer.	24 hours to 48 hours	48 hours to 120 hours	120 hours to Dismissal	Duration of Employment
5:02	Giving a verbal or written report of an accident involving a Fire Department vehicle to an unauthorized person without approval.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:03	Failure to be home without legitimate reason, after reporting off sick or injured.	24 hours to 48 hours	48 hours to 60 hours	60 hours to 96 hours	2 Years
5:04	Failure to immediately report all on-duty injuries, no matter how slight, to the commanding officer.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:05	Failure to comply with the Managing Director's Sick Leave Policy	Reprimand	8 hours	24 hours	1 Year ¹
5:06	Failure to comply with the Sick/Injury Directive 18	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 96 hours	2 Years
5:07	Bringing or causing to be brought, firearms or any other deadly weapon or	240 hours to Dismissal	Dismissal	--	Duration of Employment

¹Consistent with the Managing Director's Sick Leave Policy, the reckoning period will run from the date the member is removed from the Excessive Use of Sick Leave List.

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	device or compound, of any kind, into a Fire Department or City facility.				
5:08	Carrying firearms while in uniform without the permission of the Fire Commissioner.	240 hours to Dismissal	Dismissal	--	Duration of Employment
5:09	Changing address and/or telephone numbers without notifying one's Commanding Officer and updating One Philly, immediately.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:10	Permitting non-members to ride in fire vehicles without permission of the Fire Commissioner.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 96 hours	2 Years
5:11	Untidy appearance and dress while in uniform.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:12	Not being in the fully prescribed uniform on- duty.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:13	Communicating or imparting confidential Fire Department information either in writing or verbally to unauthorized persons.	24 hours to 48 hours	48 hours to Dismissal	Dismissal	Duration of Employment
5:14	Failure to give prescribed identification when answering fire phones.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 36 hours	2 Years
5:15	Being engaged in unauthorized secondary employment.	48 hours to Dismissal	Dismissal	--	Duration of Employment
5:16	Smoking on any fire apparatus or while engaged in active firefighting.	12 hours to 24 hours	24 hours to 36 hours	36 hours to 48 hours	2 Years
5:17	Wearing uniforms, off-duty, more than two hours before or after a duty tour, or relief of a member, without the approval of the Commanding Officer.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 36 hours	1 Year
5:18	Failure to report on time for roll call without promptly notifying the Company Officer/Unit Head.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:19	Changing watch tour assignments without the approval of the Company Officer/Unit Head.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:20	Soliciting membership in employee organizations during working hours	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:21	Failure to extend cooperation with other city departments.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:22	Failure to fill out prescribed forms accurately, completely and timely.	Reprimand to 48 hours	48 hours to 60 hours	60 hours to 96 hours	5 Years
5:23	Using duty time, equipment or supplies for other than Fire Department business, unless approved.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to Dismissal	2 Years
5:24	Using dormitory beds other than the times between 2100 hours and 0700 hours without permission of the Company Officer/Unit Head.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:25	Failure to maintain fire stations in a clean, orderly and sanitary condition.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years

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5:26	Allowing parking of private vehicles in fire stations and/or on aprons of fire stations and commercial vehicles on department property, without permission of the Fire Commissioner.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:27	Filing a false report either verbal or written.	48 hours to Dismissal	180 hours to Dismissal	--	Duration of Employment
5:28	Soliciting on-duty or in uniform without authorization from the Fire Commissioner.	12 hours to 24 hours	24 hours to 48 hours	48 hours to 96 hours	Duration of Employment
5:29	Being a member of a national, state, or local committee of a political party or an officer or member of a committee of a partisan political group or taking part in the management of the affairs of any political party, political campaign. or partisan political group.	12 hours to 24 hours	24 hours to 48 hours	48 hours to 96 hours	Duration of Employment
5:30	Illegal use or unauthorized use of Fire Phones for other than official Fire Department business.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:31	Using, or threatening to use directly or indirectly—his/her authority or official position to change the official rank or compensation of any employee because the employee contributed, or refused, to contribute money, services, or other valuable things in support of or in opposition to, any political party, candidate for public office, ballot question, or charitable fund.	120 hours to Dismissal	Dismissal	--	Duration of Employment
5:32	Possessing, granting, approving or countenancing the use of pornographic or “X” rated movies and/or videos in a fire station or on Fire Department premises, computers via any media.	48 hours to 120 hours	240 hours to Dismissal	Dismissal	Duration of Employment
5:33	Unauthorized or unofficial use of Fire Department computers for other than official Fire Department business.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:34	The altering or changing the authorized uniform without the permission of the Fire Commissioner or his/her designee.	12 hours to 24 hours	24 hours to 48 hours	48 hours to 96 hours	2 Years
5:35	Failure to report to the Medical Dispensary and/or contracted medical facility and/or physical therapy as directed by Fire Personnel.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:36	Failure to comply with the Department’s Smoking Policy or Station Smoking Policy.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:37	Failure to obtain or seek prior approval to leave the city while off sick or injured.	12 hours to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years

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5:38	Failure to conduct or participate in station exercises or other mandated training programs.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	5 Years
5:39	Failure to promptly return to limited or full active duty from an injury when authorized by a treating physician, except when an appeal of that determination is pending before the Heart and Lung Panel or workers' compensation judge	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:40	Failure to cooperate with the City's Medical Director/Authorities during a medical evaluation.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:41	Failure to disclose medical history or treatment information requested by the City's Medical Director.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:42	Unauthorized modification, deletion of or addition to approved Fire Department computer hardware and/or software configurations, including the installation and use of unauthorized software, shareware or freeware.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:43	The use of any unregistered software, in violation of legal copyright restrictions on Fire Department computer equipment.	24 hours to 48 hours	48 hours to 60 hours	60 hours to 96 hours	2 Years
5:44	Reporting off sick without medical certification after being detailed or ordered to report to another assignment.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	Duration of Employment
5:45	Failure to comply with social media guidelines or policy issued by the Department or the City.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	Duration of Employment
5:46	Interfering with Radio Communications.	12 hours to 24 hours	24 hours to 48 hours	48 hours to 60 hours	Duration of Employment
5:47	Using unprofessional, inappropriate language or profanity, verbal or written, while communicating on PFD devices.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	3 Years

VIOLATION 4.4.6
FAILURE TO SUPERVISE

Section	Charge	1st Offense	2nd Offense	3rd Offense	Reckoning Period
6:00	Failure to properly supervise subordinates.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 96 hours	2 Years
6:01	Failure to supervise subordinates in the use, application and utilization of all personal; protection equipment such as, self-contained breathing apparatus (SCBA), hoods, gloves and running/bunker gear including helmets during on-scene operations.	Reprimand to 48 hours	48 hours to 120 hours	120 hours to Dismissal	2 Years

6:02	Failure of supervisor to physically check a subordinate member's driver license during the prescribed annual period and report license status changes.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
6:03	Failure of Supervisor to take, document or commence appropriate disciplinary action against any member for violations of the rules, policies, or directives of the Fire Department.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 96 hours	2 Years

Command Level Training to be Issued

VIOLATION 4.4.7
MOTOR VEHICLE VIOLATIONS

Section	Charge	1st Offense	2nd Offense	3rd Offense	Reckoning Period
7:00	Failure to follow Departmental procedures involving the safe operation of fire vehicles.	Reprimand to 48 hours	60 hours to 120 hours	120 hours to 180 hours	2 Years
7:01	Failure to report an accident to a Fire Department vehicle.	48 hours	120 hours to 240 hours	240 hours to Dismissal	5 Years
7:02	Involved in a preventable motor vehicle accident.	Reprimand to 48 hours	48 hours to 60 hours	60 hours to 120 hours	2 Years
7:03	Involved in a preventable motor vehicle accident resulting in serious injury, loss of life, significant property damage, or is catastrophic in nature or involves the use of substances prohibited under Directive 54.	120 hours to 240 hours	240 hours to Dismissal	Dismissal	2 Years
7:04	Failure to notify Company Officer/ Unit Head in person whenever PA Driver's License has lapsed, expired, been revoked or pending suspension.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
7:05	Failure to possess and maintain a valid PA Driver's License as a result of driving privileges being suspended.	48 hours to 60 hours	60 hours to 120 hours	120 hours to 240 hours	2 Years
7:06	Failure to possess and maintain a current and valid Pennsylvania Motor Vehicle Operator's license as a result of driver's license being expired.	12 hours to 24 hours	24 hours to 48 hours	48 hours to 120 hours	Duration of Employment

VIOLATION 4.4.8
UNSPECIFIED

Section	Charge	1st Offense	2nd Offense	3rd Offense	Reckoning Period
8:00	Unspecified	Reprimand to Dismissal	Reprimand to Dismissal	Reprimand to Dismissal	Reprimand to Dismissal

ADDITIONAL RULES GOVERNING OFFICERS AND MEMBERS

3.4 ALL OFFICERS WILL:

- 3.4.1 Make certain that the Fire Marshal's services have been requested whenever circumstances as outlined in Fire Investigation Procedure, Section 2.1.1 to 2.1.11, are encountered.
- 3.4.2 Make certain that unauthorized persons will not be permitted to loiter in or around any fire station.
- 3.4.3 Make certain that all Manuals and Bulletin Boards are maintained.
- 3.4.4 Make certain that visitors are not allowed to interfere with regularly scheduled operations of the Fire Department. Visitors will not be allowed beyond the watch desk area without permission of the officer in charge. With the exception of Fire Department personnel, all others will be considered visitors. Fire Department personnel off-duty and on Fire Department premises will follow all rules and regulations.
- 3.4.5 Keep no dogs, cats, birds or other pets in or around the fire station, except with the permission of the Fire Commissioner.
- 3.4.6 Make certain that permission to use the dormitory beds between 0700 hours and 2100 hours is given only for medical or dispensary related purposes only.
- 3.4.7 Will ensure that no unauthorized modifications to computer hardware or use of unauthorized software is permitted.

3.5 ALL MEMBERS WILL:

- 3.5.1 Upon receiving any order which conflicts with a previous order, so in form the officer who issued the conflicting order. If the officer does not change his order, the member will obey the most recent order.
- 3.5.2 Make all responses for their unit that occur during their scheduled tour of duty. Members reporting for duty prior to the start of their scheduled tour of duty may relieve the off going member with the permission of the working officer for up to four (4) hours (240 minutes) before and up to two (2) hours (120 minutes) after the scheduled shift time. This is provided that the working officer has determined that the on-coming member is fit and prepared for duty. In cases where Medic Unit personnel are in quarters without an officer present relief may take place provided the off-going and on-coming members agree and acknowledge the relief process.
- 3.5.3 Make no major alterations in fire stations or any alterations to fire apparatus without the permission of the Fire Commissioner.
- 3.5.4 Install non-issued equipment or furnishings in a fire station without a request on memorandum and approval of the Fire Commissioner.
- 3.5.5 Make certain that approval is obtained from the Fire Commissioner's office before material is posted on bulletin boards. Company bulletin boards are to be used for the posting of information of concern and interest to all members. Such information shall be

consistent with the established policies, rules and regulations of the Fire Department and shall contribute to the best interest, morale and welfare of the Fire Department. Notices posted on any bulletin board shall not contain material derogatory or detrimental to the Fire Department. All members should review the bulletin board postings regularly (15-day intervals).

- 3.5.6 Obtain permission of his/her immediate Commanding Officer, prior to visiting the headquarters of Superior Officers.

NOTE: Authorized representatives of recognized employee associations will not be required to obtain permission from their Commanding Officer in order to visit Fire Headquarters. They must, however, forward an application on the official association stationery. After receipt of information, if the acknowledgment of the scheduled meeting is obtained, they should inform their Commanding Officer of the scheduled time of the meeting.

- 3.5.7 Provide their Company Officer with a duplicate key for private locks or combinations to locks on all lockers in fire facilities. The Fire Department has the authority to inspect lockers at any time.
- 3.5.8 Whenever Fire Department personnel administer to a City employee the FCC Supervisor will be informed and he/she, in turn, will inform the Fire Commissioner through channels.

3.6 LATENESS

- 3.6.1 A member is late whenever he/she fails to report for roll call, regardless of circumstances or previous notification to the company. When a member is late, his/her immediate superior will notify the Battalion Chief, within five (5) minutes after roll call. If the Battalion Chief is not available, notify the Deputy Chief. If the Deputy Chief is not available, notify another field Deputy Chief. If no Deputy Chief is available, notify the Supervisor of the FCC. Notification will also be given when the member arrives. A duplicate memo to the Fire Commissioner will be forwarded through channels for all members who arrive within one hour after roll call. This memo will include the full particulars and reason for lateness. The memo should also include any other lateness in the previous twelve (12) months. The Battalion Chief will add any pertinent comments to the memo. When a member arrives later than one hour after roll call, he/she will not be allowed to work that tour of duty. Misconduct charges and a memo will be prepared and forwarded. (Neglect of Duty, Specification 4:03.) The member will be ordered to report for duty and be declared "Fit for Duty" before being released. If the member cannot report as ordered due to impairment, then the Battalion Chief will notify the Deputy Chief, and arrangements will then be made for Alcohol and Drug testing at the contracted facility as per the Drug and Alcohol Policy.

3.7 DRUG AND ALCOHOL IMPAIRMENT

3.7.1 Members suspected by their Company Officers or other superiors of behavior indicating drug or alcohol use will notify their Battalion Chief/Deputy Chief to confirm reasonable suspicion. For cases involving Drugs and/or Alcohol refer to the Drug and Alcohol Policy.

3.7.2 DEPUTY CHIEF RESPONSIBILITY

- a. To ensure that a full investigation of the incident is conducted and reported expeditiously to the Assistant Fire Chief.
- b. To ensure that all provisions of this procedure and the Drug and Alcohol Policy are complied with by subordinate officers.
- c. To maintain and/or arrange appropriate levels of personnel for the affected battalion and/or company.
- d. To supervise the implementation of all aspects of the Drug and Alcohol chapter.

3.7.3 BATTALION CHIEF RESPONSIBILITY

- a. To report the incident immediately to the Division Deputy Chief.
- b. To confirm or not to confirm reasonable suspicion.
- c. To transport the member to the testing facility as directed by the Division Chief.
- d. To ensure that nothing except water is ingested by the member prior to and during transport to the contracted testing facility until completion of the blood/urine test.
- e. To adhere to all procedures of the Drug And alcohol Policy chapter.

3.7.4 COMPANY OFFICER RESPONSIBILITY

- a. To determine if reasonable suspicion exists.
- b. Isolate the suspected member and ensure that nothing except water is ingested by member prior to being transported to the testing facility.
- c. Report the suspected intoxication, impairment or reasonable suspicion to the Battalion Chief or Deputy Chief if the Battalion Chief is unavailable.
- d. To adhere to the procedures of Drug And alcohol Policy chapter.
- e. Officer will document phone contact by a member on administrative leave as outline in 3.7.5.

3.7.5 MEMBER'S RESPONSIBILITY

- a. Cooperate with all phases of the drug and alcohol testing process. Member will contact their company officer, on each platoon workday, while on administration leave pending the initial and confirmatory results.

3.8 INVESTIGATIVE INTERVIEWS

- 3.8.1 Whenever a member is to be interviewed by a Chief Officer in connection with a possible violation of a rule or regulation of the Fire Department or City, the member will be notified, prior to the interview, of the subject and rule or regulation to be discussed. The Chief Officer will also notify the Personnel Officer of the above, who will, in turn, notify IAFF Local 22 during business hours, (0830 to 1700 hrs. Monday through Friday). During holidays, weekends and night tours the IAFF Local 22 can be notified directly by the Division Chief. A union steward from any station may be used to facilitate the interview and to maintain representation compliance. It is the member's ultimate responsibility to request union representation.
- 3.8.2 This, in no way, will delay or compromise the exploration and reporting of incident data required through the Fire Department command channels for perusal at administrative levels.
- 3.8.3 Interviews conducted at Fire Headquarters will be on the member's off-duty time, without compensation, when answering complaints that may lead to charges or charges against themselves. IAFF Local 22 will be notified of the member's interview, date and time by the interviewing office.

4. FORMS REQUIRED

DISCIPLINARY WAIVER. (MEMO)

See Addendum #1

ADDENDUM #1

To: Personnel Officer

From: Member's Name, Rank, Payroll Number

and Company Subject: DISCIPLINARY WAIVER

I (name), respectfully request to waive my disciplinary hearing, plead guilty to the Fire Departmental charges placed against me, and accept the disciplinary determination of the Fire Commissioner for the disposition of my infraction.

I am requesting consideration for leniency because of the following circumstances:

Name/Rank

Date