

## Average at Scene to At Patient Time

June	July	August
2:22	2:19	2:11

## Personnel Data

- \* 272 Total Persons Employed in the Division
- \* 37% are District Residents
- \* 38% are Women
- \* 52% Minority Represented
  - AMR is preparing for, and expects to hold our inaugural District resident EMT class within the next 180 days



Muriel Bowser  
Mayor

**Government of the District of Columbia  
Fire and Emergency Medical Services Department**



Gregory M. Dean  
Fire and EMS Chief

January 31, 2017

Kevin Donahue  
Deputy Mayor for Public Safety and Justice  
Office of the City Administrator  
1350 Pennsylvania Avenue, NW, Suite 533  
Washington, DC 20004

Dear Mr. Donahue,

Please find attached the District of Columbia Fire and Emergency Medical Services Department's "Misconduct Allegations and Grievances Report" for FY 2016 along with an Executive Summary providing an overview of the Equal Employment Opportunity (EEO) cases, discipline of uniformed employees, and grievance cases filed by uniform employees or collective bargaining units.

This report is required to be submitted to the Mayor and Council by DC Official Code § 5-1032.

If you have any additional questions, or need any additional information, please do not hesitate to contact our office.

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Gregory M. Dean  
Fire and EMS Chief

GMD:JA

Attachment

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# Government of the District of Columbia



## Fire and EMS Department

**Gregory M. Dean**  
Fire and EMS Chief

### **Misconduct Allegations and Grievances Report Fiscal Year 2016**

Prepared for

Mayor of the District of Columbia  
Council of the District of Columbia

**January, 2017**

John A. Wilson Building  
1350 Pennsylvania Avenue, NW  
Washington, DC 20004

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## **Executive Summary**

Attached is the District of Columbia Fire and Emergency Medical Services Department's "Misconduct Allegations and Grievances Report" for FY 2016, providing an overview of Equal Employment Opportunity (EEO) cases, discipline of uniformed employees and grievance cases filed by uniform employees or collective bargaining units (labor organizations). The reporting period is by fiscal year, beginning October 1, 2015 and ending on September 30, 2016. EEO, discipline and grievance cases from previous fiscal year reports that were "open" at time of report submission are also included. Submission of this report to the Mayor and Council is a requirement of DC Official Code § 5-1032.

Information provided in this report is stratified by type of case (EEO, discipline and grievances) and collective bargaining unit. EEO cases include all employees. Discipline and grievance cases include Emergency Medical Technicians (EMTs), Emergency Medical Technician Paramedics (EMT-Ps) and trades employees (mechanics and certain other position titles) represented by Local 3721 (classified as "Group 1 Employees"), and cases involving firefighters (many position titles and classified as "Group 2 Employees") represented by Local 36. Each EEO, discipline or grievance case includes a case number, associated date, demographic information, details, process and outcome.

### **EEO Cases**

During FY 2016, the Department processed eighteen (18) EEO complaints that included involvement by the Department's EEO Officer, the United States Equal Employment Opportunity Commission (EEOC), the District's Office of Human Rights (OHR) or the District's Office of the Attorney General (OAG). Of these cases, nine (9) or fifty percent (50%) were closed while nine (9) or fifty percent (50%) remain open. Of the nine (9) closed cases, zero (0) cases had a finding of "substantiated." One (1) case had a finding of "unsubstantiated in-part." Six (6) cases had findings of "unsubstantiated." Two (2) cases were "dismissed."

### **Group 1 Employee Discipline Cases**

During FY 2016, the Department processed forty five (45) Group 1 Employee disciplinary cases. Of these cases, thirty two (32) or seventy one percent (71%) were closed while thirteen (13) or twenty nine percent (29%) remain open. Of the thirty two (32) closed cases, two (2) cases resulted in "no further action." Six (6) cases resulted in "counseling." Of the remaining twenty four (24) cases, eleven (11) cases resulted in "reprimand." Eight (8) cases resulted in "suspension." Five (5) cases resulted in "termination." Two (2) cases (of the 32 described above) involved disciplinary action associated with an employee arrest. Both of these two (2) cases resulted in "suspension." Individual case information is detailed in the attached report and represents the best known information available to the Department at the time of report publication.

### **Group 2 Employee Discipline Cases**

During FY 2016, the Department processed three hundred and fifty seven (357) Group 2 Employee disciplinary cases. Of these cases, three hundred and eight (308) or eighty six percent (86%) were closed while forty nine (49) or fourteen percent (14%) remain open. Of the three hundred and eight (308) closed cases, fifty (50) were "withdrawn," "dismissed," or resulted in "no further action" prior to conclusion of the disciplinary administrative process. Of the remaining two hundred and fifty eight (258) cases, sixteen (16) cases resulted in "resignation" before a penalty was assessed. One case (1) resulted in "demotion." Thirteen (13) cases resulted in a "not guilty" finding. Forty three (43) cases resulted in "counseling." One hundred and three (103) cases resulted in "reprimand." Three (3) cases resulted in "extended probationary period." Sixty seven (67) cases

resulted in “suspension.” Twelve (12) cases resulted in “terminated.” Twenty five cases (25) cases (of the 308 described above) involved disciplinary action associated with employee arrest. Of these twenty five (25) cases, twenty three (23) resulted in “suspension” and two (2) resulted in “termination.” Of the forty nine (49) open cases, all are awaiting decisions. Individual case information is detailed in the attached report and represents the best known information available to the Department at the time of report publication.

### **Group 1 Employee Grievance Cases**

During FY 2016, the Department processed six (6) Group 1 Employee grievance cases. Of these cases, all six (6) or one hundred percent (100%) were closed while zero (0) or zero percent (0%) remain open. Of the six (6) closed cases, one (1) was “settled,” two (2) were “granted,” three (3) were “denied,” and none resulted in “requested arbitration.” Individual case information is detailed in the attached report and represents the best known information available to the Department at time of report publication.

### **Group 2 Employee Grievance Cases**

During FY 2016, the Department processed fourteen (14) Group 2 Employee grievance cases. Of these cases, eleven (11) or seventy nine percent (79%) were closed while three (3) or twenty one percent (21%) remain open. Of the eleven (11) closed cases, one (1) was “administratively closed” prior to the conclusion of the ruling process. Of the remaining ten (10) closed cases, five (5) were “denied,” four (4) were “granted,” and one (1) was “granted-in-part”. All of the five (5) “denied” cases were closed or withdrawn with “requested arbitration.” The four (4) “granted” cases were closed without “requested arbitration.” Of the three (3) open cases, two (2) resulted in “requested arbitration.” Individual case information is detailed in the attached report and represents the best known information available to the Department at time of report publication.

### **Abbreviations Used in Report**

AA	African American	FF	Firefighter
ADMIN	Administration	FLMA	Family Medical Leave Act
ALS	Advanced Life Support	H	Hispanic
ARFF	Aircraft Rescue and Firefighting	IAD	Internal Affairs Division
AWOL	Absent Without Leave	LSR	Legal Sufficiency Review
BFC	Battalion Fire Chief	M	Male
BLS	Basic Life Support	MIP	Minor Illness Program
DEK	Direct Entry Keyboard	MVA	Motor Vehicle Accident
DFC	Deputy Fire Chief	NREMT	National Registry Emergency Medical Technician
DUI	Driving Under the Influence	OPS	Operations
DWI	Driving While Intoxicated	OT	Overtime
DWLS	Driving While License Suspended	OTH	Other
EEO	Equal Employment Opportunity	PFC	Police/Fire Clinic
EMT	Emergency Medical Technician	SOG	Standard Operating Guideline
ePCR	Electronic Patient Care Report	SVCS	Services
F	Female	W	White
FEMS	Fire and Emergency Medical Services	WDO	Working Day Off

DC Fire and EMS Department  
EEO Report FY 2016 - October 1, 2015 through September 30, 2016

ALL EMPLOYEES (FY 2015/CURRENT CASES)

NOTES: Demographic data based on available information.  
Highlights in YELLOW are open cases.

No.	Date Opened	Basis of Complaint	Classification of Complaint	Race	Gender	Disposition of Complaint	Date Closed
2015-EEO-04	11/29/2014	Race, National Origin	Discrimination	B	M	Dismissed	01/24/2015
2015-EEO-08	03/24/2015	Disability	Retaliation	B	F	OHR & EEOC Closed (in Court)	OPEN
2015-EEO-09	03/25/2015	Race, Personal Appearance	Discrimination/Retaliation	B	M	Dismissed	08/25/2016
2015-EEO-12	05/13/2015	Race, Sex, Disability	Retaliation	B	F	OHR & EEOC Closed (in Court)	OPEN
2015-EEO-14	08/04/2015	Race	Discrimination	B	M	Pending	OPEN
2015-EEO-16	08/31/2015	Disability	Discrimination		M	Pending EEOC	OPEN
2016-EEO-01	09/26/2016	Race, Age, Gender	Discrimination/Retaliation	B	M	Pending/OHR	OPEN
2016-EEO-02	09/22/2016	Age	Discimination		M	Pending/OHR	OPEN
2016-EEO-03*	01/23/2015	Disability	Patient Care Discrimination		M	Pending/OHR	OPEN
2016-EEO-04	04/23/2016	Disability	Discrimination	B	M	Pending/DCFEMS	OPEN
2016-EEO-05	09/10/2016	Race	Discrimination	W	M	Closed/Unsubstantiated/DCFEMS	09/19/2016
2016-EEO-06	10/12/2016	Race, Gender	Discrimination	B	F	Closed/Unsubstantiated/DCFEMS	11/21/2016
2016-EEO-07	09/06/2016	Race	Discrimination	B	M	Closed/Unsubstantiated/DCFEMS	09/19/2016
2016-EEO-08	06/13/2016	Race	Discrimination	B	F	Unsubstantiated In-Part/Remedied	09/22/2016
2016-EEO-09	09/09/2016	Gender	Discrimination	B	F	Closed/Unsubstantiated/DCFEMS	09/27/2016
2016-EEO-10	04/25/2016	Sex	Social Media Policy/Offensive Conduct	B	M	Closed/Unsubstantiated/DCFEMS	05/10/2016
2016-EEO-11	06/13/2016	Sexual Orientation	Pedestrian Complaint	W	M	Closed/Unsubstantiated/DCFEMS	06/16/2016
2016-EEO-12	07/29/2016	Disability	Discrimination	B	M	Pending/EEOC	

Data Source: EEO Office Case Files through 01/18/2017  
Notes: \* Case not reported in the Department's FY 2014/FY 2015 submission.

DC Fire and EMS Department  
EEO Report FY 2016 - October 1, 2015 through September 30, 2016  
ALL EMPLOYEES (OLDER CASES)

NOTES: Demographic data based on available information.  
Highlights in YELLOW are open cases.

No.	Date Opened	Basis of Complaint	Classification of Complaint	Race	Gender	Disposition of Complaint	Date Closed
570-2011-01386	07/07/2011	Race	Disparate Treatment	AA	M	Pending/EEOC	N/A
2012-EEO-09	04/20/2012	Age/Race/Retaliation	Discrimination	W	M	Pending/OHR	N/A
2012-EEO-17	08/26/2012	Religion	Failure to accommodate	AA	M	Pending/EEOC	11/17/2015
2013-EEO-08	11/15/2012	Disability	ADA	W	M	Pending/EEOC	N/A
2013-EEO-09	01/03/2013	Retaliation	Retaliation	AA	F	Pending/EEOC	N/A
2013-EEO-10	01/09/2013	Disability	ADA	W	M	Pending/EEOC	02/09/2016
2013-EEO-26	05/11/2013	Retaliation	Retaliation	W	M	Pending/OHR	N/A
2013-EEO-33	06/12/2013	Disability	ADA	W	M	Pending/EEOC	02/24/2016
2013-EEO-35	06/02/2013	Sexual Harassment	Sexual Harassment	AA	F	Pending/EEOC	N/A
2014-EEO-27	09/03/2014	Retaliation	Retaliation	AA	F	Pending/Comm. on Human Rights	N/A

Data Source: EEO Office Case Files through 01/18/2017

DC Fire and EMS Department

Discipline Report FY 2016 - October 1, 2015 through September 30, 2016

GROUP 1 EMPLOYEES

NOTES: Demographic data based on available information.  
Highlights in YELLOW are open cases.

No.	Count	FY Occurred	Div or Unit	Race	Gender	Infraction Details	Dept Process	Proposing Officer Race	Deciding Officer Race	Fire Chief Race	Type of Penalty	Hours	Prior Case History Details	Date of Penalty or Action
C-15-057	1	2015	OPS	AA	F	Unable to perform duties as EMT	DPM Chapter 16	W	W	AA	Termination		N/A	03/04/2016
C-15-060	2	2015	OPS	AA	F	Submitted false information to Agency	DPM Chapter 16	W	W	AA	Termination		N/A	02/26/2016
C-15-070	3	2015	OPS	AA	M	Unable to perform duties as Paramedic	DPM Chapter 16	W	W	AA	Termination			
C-15-071	4	2015	OPS	AA	F	MVA	DPM Chapter 16	W	W	AA	Reprimand		N/A	01/05/2016
C-15-072	5	2015	OPS	W	M	Delayed Response	DPM Chapter 16	W	W	AA	Suspension	48	N/A	12/01/2015
C-16-001	6	2016	Services	AA	M	AWOL (1) hour	DPM Chapter 16	W	W	AA	Reprimand		N/A	01/19/2016
C-16-002	7	2016	Services	AA	M	AWOL (3) hours	DPM Chapter 16	W	W	AA	Reprimand		N/A	01/19/2016
C-16-003	8	2016	Services	AA	M	AWOL (2) hours	DPM Chapter 16	W	W	AA	Reprimand		N/A	01/19/2016
C-16-004	9	2016	Services	AA	M	AWOL (1) hour	DPM Chapter 16	W	W	AA	Suspension	8	N/A	01/25/2016
C-16-005	10	2016	OPS	W	M	AWOL (1) hour	DPM Chapter 16	W	W	AA	Counseling		Suspension	12/07/2015
C-16-006	11	2016	Services	AA	M	Arrested/Fire Arm	DPM Chapter 16	W	W	AA	Suspension	24	Suspension	03/21/2016
C-16-007	12	2016	OPS	W	M	Failed to give medication key to House Officer	DPM Chapter 16	W	W	AA	Reprimand		N/A	03/16/2016
C-16-008	13	2016	OPS	AA	M	FMLA Abuse	DPM Chapter 16	W	W	AA	No Further Action		N/A	01/12/2016
C-16-009	14	2016	OPS	AA	M	MVA	DPM Chapter 16	W	W	AA	Reprimand		N/A	02/25/2016
C-16-010	15	2016	Services	AA	M	MVA	DPM Chapter 16	W	W	AA	Counseling		N/A	02/08/2016
C-16-011	16	2016	OPS	AA	M	Arrested/Assault	DPM Chapter 16	W	W	AA	Suspension	96	N/A	09/10/2016
C-16-012	17	2016	Services	W	M	EEO Violation	DPM Chapter 16	W	W	AA	Termination		N/A	03/04/2016
C-16-013	18	2016	ADMIN	AA	F	Violation of Confidentiality Agreement	DPM Chapter 16	W	W	AA	Termination		Counseling	05/20/2016
C-16-014	19	2016	OPS	AA	F	Failed to Status DEK System	DPM Chapter 16	W	W	AA	Counseling		N/A	05/04/2016
C-16-015	20	2016	OPS	AA	M	Failed to Status DEK System	DPM Chapter 16	W	W	AA	Counseling		Suspension	05/03/2016
C-16-016	21	2016	Services	AA	M	Misuse of gas card	DPM Chapter 16	W	W	AA	Termination		Suspension	07/28/2016
C-16-017	22	2016	OPS	AA	F	Failed to Status DEK System	DPM Chapter 16	W	W	AA	Suspension	12	Suspension	08/02/2016
C-16-018	23	2016	OPS	AA	F	Failed to Status DEK System	DPM Chapter 16	W	W	AA	Reprimand		N/A	07/29/2016
C-16-019	24	2016	OPS	W	M	Failed to Schedule Annual Physical	DPM Chapter 16	W	W	AA	Suspension	12	Reprimand	
C-16-020	25	2016	OPS	AA	F	AWOL (1) hour	DPM Chapter 16	W	W	AA	Reprimand		Counseling	10/11/2016
C-16-021	26	2016	OPS	AA	M	Failed to Schedule Annual Physical	DPM Chapter 16	W	W	AA	Suspension	12	Suspension	11/15/2016
C-16-022	27	2016	OPS	AA	F	Arguing in front of Patient	DPM Chapter 16	W	W	AA	Suspension	12	Suspension	11/14/2016
C-16-023	28	2016	OPS	AA	M	MVA	DPM Chapter 16	W	W	AA	Reprimand		N/A	10/18/2016
C-16-024	29	2016	OPS	W	M	Failed to carry equipment	DPM Chapter 16	W	W	AA	Suspension	12	Reprimand	
C-16-025	30	2016	OPS	AA	F	MVA	DPM Chapter 16	W	W	AA	Suspension	24	N/A	11/09/2016
C-16-026	31	2016	Services	AA	M	Failed to coordinate training classes	DPM Chapter 16	W	W	AA	Reprimand		Suspension	11/02/2016
C-16-027	32	2016	OPS	AA	F	Verbal Altercation	DPM Chapter 16	W	W	AA	Counseling		Suspension	09/30/2016
C-16-028	33	2016	OPS	AA	F	Missed Run	DPM Chapter 16	W	W	AA	Suspension	36	N/A	
C-16-029	34	2016	Services	AA	M	Verbal Altercation - Resigned	DPM Chapter 16	W	W	AA	Counseling		Suspension	10/22/2016
C-16-030	35	2016	Services	AA	M	Failed to follow up a citizen compliant	DPM Chapter 16	W	W	AA	Reprimand		N/A	
C-16-031	36	2016	ADMIN	AA	F	No further action	DPM Chapter 16	W	W	AA	No Further Action		N/A	09/13/2016
C-16-032	37	2016	OPS	AA	M	MVA	DPM Chapter 16	W	W	AA	Reprimand		N/A	11/27/2016
C-16-033	38	2016	OPS	AA	F	Delayed Response	DPM Chapter 16	W	W	AA			N/A	
C-17-001	39	2017	OPS	NA	M	MVA	DPM Chapter 16	W	W	AA			N/A	
C-17-002	40	2017	OPS	AA	M	Delayed Response	DPM Chapter 16	W	W	AA			N/A	
C-17-003	41	2017	OPS	AA	M	Unable to perform duties as EMT	DPM Chapter 16	W	W	AA			N/A	
C-17-004	42	2017	OPS	AA	M	Worked OT while on suspension	DPM Chapter 16	W	W	AA			Suspension	
C-17-005	43	2017	OPS	AA	M	MVA	DPM Chapter 16	W	W	AA			N/A	
C-17-006	44	2017	OPS	AA	F	AWOL (5) hours	DPM Chapter 16	W	W	AA			Reprimand	
C-17-007	45	2017	OPS	AA	M	MVA	DPM Chapter 16	W	W	AA			N/A	

Data Source: Office of Compliance Case Files through 1/11/2017



DC Fire and EMS Department

Discipline Report FY 2016 - October 1, 2015 through September 30, 2016

GROUP 2 EMPLOYEES

NOTES: Demographic data based on available information.  
Highlights in YELLOW are open cases.

No.	Count	FY Occurred	Div or Unit	Race	Gender	Infraction Details	Dept Process	Proposing Officer Race	Deciding Officer Race	Fire Chief Race	Type of Penalty	Hours	Prior Case History Details	Date of Penalty or Action
U-12-046	1	2012	OPS	W	M	Arrested - DUI	Trial Board	W	W	AA	Suspension	384	12 H/S (2)	2/2/16
U-12-225	2	2012	OPS	AA	M	Arrested - DUI	Trial Board Appeal	AA	AA	AA	Suspension	80	None	8/26/16
U-13-108	3	2013	OPS	AA	M	Arrested - Assault and theft	DFC Conference	W	AA	AA	Suspension	120	Reprimand, 12 H/S (x3)	11/29/16
U-13-177	4	2013	OPS	AA	M	Arrested - Reckless driving	Administratively closed	AA	W	AA	No further action	N/A	N/A	3/16/16
U-14-035	5	2014	OPS	AA	M	Failed to turn off stove burner - Activated sprinkler	AFC Appeal	AA	W	AA	Dismissed	N/A	N/A	2/26/16
U-14-067	6	2014	OPS	AA	M	Gave false statements to IAD/EEO during investigation	DFC Conference	AA	W	AA	Dismissed	N/A	N/A	6/30/16
U-14-134	7	2014	OPS	AA	M	Arrested - DUI	Suspension	AA	W	AA	Suspension	72	Reprimand	1/24/16
U-14-205	8	2014	OPS	AA	M	Suspended license	Trial Board	AA	W	AA	Suspension	60	Reprimand, 72 H/S	1/24/16
U-14-274	9	2014	OPS	AA	M	Self reporting: license suspension	Pending BFC Decision							
U-14-293	10	2014	OPS	W	M	Arrested - DUI	Trial Board	AA	AA	AA	Suspension	240	12 H/S	1/3/16
U-14-300	11	2014	OPS	W	M	Arguing in front of patient while on scene.	Pending Final Agency Decision							
U-14-411	12	2014	OPS	AA	M	Arrested - DUI	Accepted Proposed Penalty	W	W	AA	Suspension	120	FD-169	10/12/16
U-14-451	13	2014	OPS	AA	M	Failed to maintain driver's license	No action taken	W	W	AA	No further action	N/A	N/A	10/26/15
U-15-006	14	2015	OPS	W	M	Missed Clinic Appt	AFC Appeal Decision	W	W	AA	Reprimand	N/A	None	3/24/16
U-15-018	15	2015	OPS	W	M	Missed Clinic Appt	BFC Conference	W	AA	AA	Suspension	12	Reprimand	9/27/16
U-15-027	16	2015	OPS	AA	M	Arrested - DUI & Reckless Driving	Accepted Proposed Penalty	W	W	AA	Suspension	120	Reprimand	1/23/16
U-15-042	17	2015	OPS	AA	M	Arrested / Assault with deadly weapon	DFC Conference	W	W	AA	Suspension	96	None	1/17/16
U-15-071	18	2015	OPS	AA	M	Arrested - DUI	Pending Resolution							
U-15-103	19	2015	OPS	AA	M	Interfered with g'ovt operations	Trial Board	W	AA	AA	Not Guilty	N/A	240; Reprimand; 119; 120; 108	2/19/16
U-15-107	20	2015	OPS	His	F	Arrested - Felony Theft	Trial Board	W	AA	AA	Suspension	120	None	11/28/16
U-15-121	21	2015	OPS	W	M	Failure to turn out the company	BFC Conference	W	W	AA	Reprimand	N/A	None	7/19/16
U-15-145	22	2015	OPS	AA	M	Failure to report to the PFC	Resigned	W	N/A	AA	No further action	N/A	N/A	1/12/16
U-15-146	23	2015	OPS	AA	M	Failed to report to Urgent Care Facility / PFC	Resigned	W	N/A	AA	No further action	N/A	N/A	1/12/16
U-15-154	24	2015	OPS	AA	M	Making False Statements	Trial Board	W	W	AA	Reprimand	N/A	None	11/17/16
U-15-155	25	2015	OPS	AA	M	Failure to report to PFC	Resigned	W	N/A	AA	No further action	N/A	N/A	1/12/16
U-15-161	26	2015	OPS	AA	M	Non-compliance with Substance Abuse Program	Pending Resolution							
U-15-162	27	2015	OPS	AA	M	Missed Labor Market Survey Appt	DFC Appeal	W	W	AA	Reprimand	N/A	Reprimand	9/28/16
U-15-170	28	2015	OPS	AA	M	Failure to report to sick call	Resigned	W	N/A	AA	No further action	N/A	N/A	1/12/16
U-15-184	29	2015	OPS	AA	M	Delayed Response to Patient	Trial Board	W	W	AA	Demotion	N/A	None	2/25/16
U-15-194	30	2015	OPS	AA	M	MVA w/ Ambulance 32	BFC Decision Pending							
U-15-197	31	2015	OPS	AA	F	Arrested - DUI	Trial Board	W	AA	AA	Suspension	24	None	11/17/16
U-15-200	32	2015	OPS	AA	M	Suspended Driver's License	Trial Board	W	AA	AA	Suspension	192	Reprimand	7/13/16
U-15-201	33	2015	OPS	AA	M	Arrest - Suspended License	DPM Chap 8	W	W	AA	Suspension	12	Reprimand (2); 12 H/S	10/8/15
U-15-206	34	2015	OPS	W	M	Ethis violation involving DC FEMS property & equipment	Retired	N/A	N/A	N/A	No further action	N/A	N/A	1/9/16
U-15-207	35	2015	OPS	W	M	Ethics violation involving DC FEMS property & equipment	Pending Inspector General Investigation							
U-15-208	36	2015	OPS	AA	M	MVA	BFC Conference	W	W	AA	Suspension	24	None	8/2/16
U-15-209	37	2015	OPS	AA	M	Insubordination	BFC Conference	W	W	AA	Suspension	12	Reprimand	8/11/16
U-15-210	38	2015	OPS	AA	M	Arrested - Possession Controlled Substances	Trial Board	W	AA	AA	Suspension	120	Reprimand	6/14/16
U-15-212	39	2015	OPS	AA	M	Conduct unbecoming - arguing and threats of violence	BFC Conference	W	W	AA	Reprimand	N/A	None	10/13/16
U-15-214	40	2015	OPS	AA	M	Failed Probationary Exam	Resigned	W	N/A	AA	No further action	N/A	N/A	1/12/16
U-15-216	41	2015	OPS	AA	M	MVA	BFC Conference	W	N/A	N/A	Reprimand	N/A	None	8/14/16
U-15-218	42	2015	OPS	H	M	MVA	BFC Conference	W	N/A	AA	Dismissed	N/A	None	4/27/16
U-15-220	43	2015	OPS	AA	M	Expired NREMT Card / Assumed duty w/o card	Pending Final Decision							
U-15-223	44	2015	OPS	AA	M	AWOL (3 hrs)	Resigned	N/A	N/A	N/A	No further action	N/A	N/A	1/12/16
U-15-237	45	2015	OPS	AA	M	Insubordination	BFC Conference	W	W	AA	Reprimand	N/A	None	2/26/16
U-15-239	46	2015	OPS	AA	M	Arrested - DUI	Accepted Proposed Penalty	W	W	AA	Suspension	120	None	10/22/16
U-15-240	47	2015	OPS	AA	F	Arrested - 2nd Degree Assault	BFC Conference	W	AA	AA	Not Guilty	N/A	None	4/15/16
U-15-241	48	2015	OPS	AA	M	Arrested - Assault / Domestic Violence	Pending Final Decision							
U-15-242	49	2015	OPS	AA	F	Arrested - Suspended License	Trial Board	W	AA	AA	Suspension	120	None	10/22/16
U-15-244	50	2015	OPS	W	M	Failure to report sexual harassment	BFC Conference	W	W	AA	Not Guilty	N/A	None	3/31/16
U-15-247	51	2015	OPS	AA	F	Failure to report arrest	Charge combined with U-15-242	W	AA	AA	Suspension	120	None	11/21/16
U-15-248	52	2015	OPS	AA	M	AWOL (1 hr)	DPM Chap 8	W	W	AA	Reprimand	N/A	None	12/15/16
U-15-251	53	2015	OPS	AA	M	Arrested - DUI	Pending Resolution							

No.	Count	FY Occurred	Div or Unit	Race	Gender	Infraction Details	Dept Process	Proposing Officer Race	Deciding Officer Race	Fire Chief Race	Type of Penalty	Hours	Prior Case History Details	Date of Penalty or Action
U-15-252	54	2015	OPS	AA	M	Insubordination	Resigned	W	N/A	AA	No further action	N/A	N/A	1/12/16
U-15-260	55	2015	OPS	H	M	Arrested - DUI	Accepted Proposed Penalty	W	W	AA	Suspension	120	None	1/24/17
U-15-262	56	2015	OPS	AA	M	No Driver's License / Failure to Report	Resigned	N/A	N/A	N/A	No further action	N/A	N/A	2/13/16
U-15-263	57	2015	OPS	AA	M	Arrest - Possession of Firearm	Trial Board	W	AA	AA	Terminated	N/A	Reprimand; 12 H/S; 24 H/S; 72 H/S	2/12/16
U-15-265	58	2015	OPS	AA	M	DUI - Arrest	Pending Resolution							
U-15-266	59	2015	OPS	AA	M	Missed Clinic Appt	BFC Conference	W	W	AA	Reprimand	N/A	24 H/S	1/27/16
U-15-267	60	2015	OPS	AA	M	AWOL (9 hrs)	Resigned	W	W	AA	No further action	N/A	N/A	1/12/16
U-15-268	61	2015	OPS	AA	M	AWOL (4 hrs)	Resigned	W	W	AA	No further action	N/A	N/A	1/12/16
U-15-269	62	2015	OPS	AA	M	Arrested - Bench Warrant / Failure to Appear	Resigned	W	W	AA	No further action	N/A	N/A	1/12/16
U-15-270	63	2015	OPS	AA	M	Arrested - Drugs, Ammunition, Handgun	Charge unsubstantiated	W	W	AA	No further action	N/A	Reprimand	9/1/15
U-15-272	64	2015	OPS	AA	M	AWOL (3 hrs)	Resigned	W	W	AA	No further action	N/A	N/A	1/12/16
U-15-273	65	2015	OPS	AA	M	MVA - Backed into firehouse	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	12/17/16
U-15-274	66	2015	OPS	AA	M	MVA - Backed into firehouse	Untimely receipt of paperwork	W	W	AA	No further action	N/A	None	9/26/15
U-16-001	67	2016	OPS	AA	F	Sleeping in an off-limits room	AFC Decision	W	W	AA	No further action	N/A	None	11/9/15
U-16-002	68	2016	OPS	W	F	Negligent Response to Call	Counseling	W	W	AA	Counseling	N/A	None	10/8/15
U-16-003	69	2016	OPS	W	M	Negligent Response to Call	Counseling	W	W	AA	Counseling	N/A	None	10/8/15
U-16-004	70	2016	OPS	W	M	MVA with A-25	Untimely	N/A	N/A	N/A	No further action	N/A	None	11/14/15
U-16-005	71	2016	OPS	AA	M	Missed appointment	AFC Decision	W	W	AA	Reprimand	N/A	FD-169	1/14/16
U-16-006	72	2016	OPS	AA	M	Abandonment	Trial Board	W	AA	AA	Terminated	N/A	Reprimand; 12H/S; 24 H/S; 72 H/S	2/13/16
U-16-007	73	2016	OPS	AA	M	MVA - Rear end accident	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	FD-169	1/12/16
U-16-008	74	2016	OPS	AA	F	Negligent Response to Call	Trial Board Appeal	W	W	AA	Suspension	108	None	12/29/16
U-16-009	75	2016	OPS	AA	F	Missed run	BFC Conference	W	W	AA	Suspension	36	None	8/7/16
U-16-010	76	2016	OPS	AA	F	Missed run	BFC Conference	W	W	AA	Suspension	36	FD-169	8/15/16
U-16-011	77	2016	OPS	W	M	Failure to report change in duty status	AFC Decision	W	W	AA	Reprimand	N/A	Reprimand	1/22/16
U-16-012	78	2016	OPS	W	M	AWOL (24 hrs)	AFC Decision	W	W	AA	Suspension	12	Reprimand	3/1/16
U-16-013	79	2016	OPS	AA	M	Out of uniform when transporting patient	BFC Conference	W	W	AA	Reprimand	N/A	Counseling & 12 H/S (2)	2/23/16
U-16-014	80	2016	OPS	AA	M	AWOL (1 hr)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Reprimand	1/13/16
U-16-015	81	2016	OPS	AA	M	Missed run	Accepted Proposed Penalty	W	W	AA	Suspension	36	None	1/20/16
U-16-016	82	2016	OPS	AA	M	Delayed Response	Charge unsubstantiated	N/A	N/A	N/A	No further action	N/A	N/A	2/15/16
U-16-017	83	2016	OPS	AA	M	Insubordination - Refused to report to office	No action taken	W	W	AA	No further action	N/A	N/A	12/21/15
U-16-018	84	2016	OPS	AA	M	AWOL (1 hr)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	N/A	12/21/15
U-16-019	85	2016	OPS	AA	M	Inappropriate conduct and comments towards staff member	Accepted Proposed Penalty	W	W	AA	Suspension	84	Reprimand (2)	11/23/15
U-16-020	86	2016	OPS	AA	M	Arrest - Simple Assault	DPM Chap. 8	W	W	AA	Termination	N/A	48 H/S; 24 H/S; Reprimand	3/15/16
U-16-021	87	2016	OPS	AA	M	Arrest - Profanity / Intoxication in public	AFC Decision	W	W	AA	No further action	N/A	None	12/24/15
U-16-022	88	2016	OPS	AA	M	Unauthorized use of FMLA	No action taken	W	W	AA	No further action	N/A	N/A	2/26/16
U-16-023	89	2016	OPS	W	M	Unauthorized use of gov't e-mail	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Reprimand	1/14/16
U-16-024	90	2016	OPS	AA	M	Unauthorized use of gov't e-mail	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Counseling	12/3/15
U-16-025	91	2016	OPS	W	M	Unauthorized use of gov't e-mail	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	1/12/16
U-16-026	92	2016	OPS	W	M	Unauthorized use of gov't e-mail	BFC Conference	W	W	AA	Not Guilty	N/A	N/A	3/31/16
U-16-027	93	2016	OPS	AA	M	AWOL (24 hrs)	AFC Decision	W	W	AA	Reprimand	N/A	None	3/24/16
U-16-028	94	2016	OPS	W	M	Unauthorized use of gov't e-mail	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	96 H/S	12/3/15
U-16-029	95	2016	OPS	AA	M	MVA	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	12/3/15
U-16-030	96	2016	OPS	AA	M	Arrested - DUI	DPM Chap. 8	W	W	AA	Suspension	120	None	8/23/16
U-16-031	97	2016	OPS	AA	M	AWOL (24 hrs)	No action taken	N/A	N/A	N/A	No further action	N/A	N/A	3/7/16
U-16-032	98	2016	OPS	AA	M	Driving on Suspended License	No action taken	N/A	N/A	N/A	No further action	N/A	24 H/S	2/28/16
U-16-033	99	2016	OPS	W	M	Missed Medical Appointment	DPM Chap. 8	W	W	AA	Reprimand	N/A	None	12/21/15
U-16-034	100	2016	OPS	AA	M	MVA	DPM Chap. 8	W	W	AA	Suspension	12	None	12/28/15
U-16-035	101	2016	OPS	W	M	MVA	AFC Decision	W	W	AA	Reprimand	N/A	60 H/S	2/14/16
U-16-036	102	2016	OPS	W	M	AWOL (1 hr)	AFC Decision	W	W	AA	Reprimand	N/A	None	2/17/16
U-16-037	103	2016	OPS	AA	M	Arrest - 2nd Degree Murder	Pending Resolution							
U-16-038	104	2016	OPS	AA	F	Missed Run	BFC Conference	W	W	W	Suspension	36	None	8/15/16
U-16-039	105	2016	OPS	W	M	Responded on run without partner	BFC Conference	W	W	AA	Suspension	12	FD-169	9/12/16
U-16-040	106	2016	OPS	AA	M	Refused order	BFC Conference	W	W	AA	Not Guilty	N/A	N/A	3/2/16
U-16-041	107	2016	OPS	AA	M	Refused order	BFC Conference	W	W	AA	Suspension	12	None	2/9/16
U-16-042	108	2016	OPS	AA	M	AWOL (2 hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Reprimand; FD-169	2/18/16
U-16-043	109	2016	OPS	W	M	Minor MVA	AFC Decision	W	W	AA	Reprimand	N/A	None	2/6/16
U-16-044	110	2016	OPS	W	M	MVA	BFC Conference	W	W	AA	Reprimand	N/A	None	12/28/16
U-16-045	111	2016	OPS	AA	M	Arrested - DUI	DPM Chap. 8	W	W	AA	Suspension	24	None	5/5/16

No.	Count	FY Occurred	Div or Unit	Race	Gender	Infraction Details	Dept Process	Proposing Officer Race	Deciding Officer Race	Fire Chief Race	Type of Penalty	Hours	Prior Case History Details	Date of Penalty or Action
U-16-046	112	2016	OPS	W	M	Misdemeanor / Reckless Firearm Handling	BFC Conference	W	W	AA	Suspension	12	36 H/S	3/18/16
U-16-047	113	2016	OPS	AA	M	Suspended Driver's License / Virginia	AFC Decision	W	W	AA	No further action	N/A	N/A	12/21/15
U-16-048	114	2016	OPS	AA	M	Insubordination	BFC Conference	W	W	AA	Suspension	12	Reprimand	4/21/16
U-16-049	115	2016	OPS	AA	M	AWOL (2 hrs)	BFC Conference	W	W	AA	Suspension	72	1 Reprimand; 24 H/S; & two 36 H/S	4/13/16
U-16-050	116	2016	OPS	AA	M	MVA - Stationary Object	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	N/A	2/12/16
U-16-051	117	2016	OPS	AA	M	AWOL (2 hrs)	Resigned	N/A	N/A	N/A	No further action	N/A	N/A	5/14/16
U-16-052	118	2016	OPS	W	M	Insubordination / Conduct unbecoming	AFC Decision	W	W	AA	Counseling	N/A	None	1/9/16
U-16-053	119	2016	OPS	AA	M	Arrest - DUI	Accepted Proposed Penalty	W	W	AA	Suspension	120	None	10/18/16
U-16-054	120	2016	OPS	A	M	AWOL (24 hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	3/24/16
U-16-055	121	2016	OPS	W	M	Unprofessional conduct	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	12 H/S; FD-169	8/11/16
U-16-056	122	2016	OPS	W	M	MVA	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	1/14/16
U-16-057	123	2016	OPS	AA	M	Worked OT while on suspension	Trial Board	W	W	AA	Suspension	108	Reprimand, 12 H/S (x3)	11/22/16
U-16-058	124	2016	OPS	W	M	Conduct unbecoming	Accepted Proposed Penalty	W	W	AA	Counseling	N/A	None	1/9/16
U-16-059	125	2016	OPS	AA	M	AWOL (1 hr)	Accepted Proposed Penalty	W	W	AA	Counseling	N/A	None	1/8/16
U-16-060	126	2016	OPS	AA	M	Failed to complete background check on time	AFC Decision	W	W	AA	Counseling	N/A	None	1/15/16
U-16-061	127	2016	OPS	AA	M	AWOL (2 hrs)	Accepted Proposed Penalty	W	AA	AA	Reprimand	N/A	None	1/13/16
U-16-062	128	2016	OPS	AA	M	Failure to respond	Trial Board	W	W	AA	Reprimand	N/A	None	11/17/16
U-16-063	129	2016	OPS	AA	F	MVA	BFC Conference	W	W	AA	Reprimand	N/A	Reprimand (2); FD-169; 24 H/S	10/20/16
U-16-064	130	2016	OPS	AA	M	Failed to secure Ambulance	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Reprimand; FD-169	7/21/16
U-16-065	131	2016	OPS	W	M	Smoking in firehouse	AFC Decision	W	W	AA	Counseling	N/A	None	12/7/15
U-16-066	132	2016	OPS	AA	M	MVA	Pending Final Decision							
U-16-067	133	2016	OPS	AA	M	MVA	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Reprimand	1/13/16
U-16-068	134	2016	OPS	AA	F	AWOL (4 Hrs)	Accepted Proposed Penalty	AA	AA	AA	Suspension	72	Reprimand & 12 H/S (2)	4/30/16
U-16-069	135	2016	OPS	W	M	Negligence	AFC Decision	W	W	AA	No further action	N/A	N/A	2/17/16
U-16-070	136	2016	OPS	W	M	Failure to get annual physical	Accepted Proposed Penalty	W	W	AA	Suspension	12	Reprimand & 12 H/S	2/29/16
U-16-071	137	2016	OPS	AA	M	Failed to acknowledge radio	AFC Decision	W	W	AA	Counseling	N/A	Counseling	2/27/16
U-16-072	138	2016	OPS	AA	M	AWOL (1 hr)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Counseling; 12 H/S	2/29/16
U-16-073	139	2016	OPS	AA	F	AWOL (2 hrs)	Accepted Proposed Penalty	AA	AA	AA	Suspension	96	Reprimand; 12 H/S; 72 H/S	4/30/16
U-16-074	140	2016	OPS	AA	M	AWOL (12 Hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Reprimand (x4)	3/20/16
U-16-075	141	2016	OPS	W	M	Arrested - Child Pornography	Resigned	N/A	N/A	N/A	No further action	N/A	N/A	5/14/16
U-16-076	142	2016	OPS	AA	M	SOG Violation	AFC Decision	W	W	AA	Counseling	N/A	N/A	3/31/16
U-16-077	143	2016	OPS	W	M	SOG Violation	AFC Decision	W	W	AA	Counseling	N/A	N/A	4/1/16
U-16-078	144	2016	OPS	W	M	SOG Violation	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	8/26/16
U-16-079	145	2016	OPS	W	M	SOG Violation	BFC Conference	W	W	AA	Reprimand	N/A	None	10/3/16
U-16-080	146	2016	OPS	AA	M	Did not immediately return to quarters	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	3/17/16
U-16-081	147	2016	OPS	AA	M	Did not immediately return to quarters	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	N/A	3/13/16
U-16-082	148	2016	OPS	AA	M	Failure to report to urgent care	AFC Decision	W	W	AA	Counseling	N/A	Counseling	3/31/16
U-16-083	149	2016	OPS	AA	F	Substance abuse violation	Trial Board	W	AA	AA	Dismissed	N/A	None	11/29/16
U-16-084	150	2016	OPS	AA	M	Failure to report to sick call	AFC Decision	W	W	AA	Counseling	N/A	None	3/31/16
U-16-085	151	2016	OPS	AA	M	Failure to report to Urgetn Care Facility (UCF)	AFC Decision	W	W	AA	Counseling	N/A	None	3/31/16
U-16-086	152	2016	OPS	W	M	Assault	BFC Conference	W	W	AA	Reprimand	N/A	None	8/4/16
U-16-087	153	2016	OPS	W	M	Failure to wear PPE	AFC Decision	W	W	AA	Counseling	N/A	Counseling	2/22/16
U-16-088	154	2016	OPS	AA	M	Failure to ensure FF donned PPE	BFC Conference	W	W	AA	Not Guilty	N/A	N/A	4/11/16
U-16-089	155	2016	OPS	AA	M	Failure to report to Urgetn Care Facility (UCF)	AFC Decision	W	W	AA	Counseling	N/A	12 H/S & Counseling	3/31/16
U-16-090	156	2016	OPS	AA	F	Insubordination	AFC Decision	AA	W	AA	No further Action	N/A	None	4/19/16
U-16-091	157	2016	OPS	AA	M	Arrested - Domestic violence	Awaiting Trial Board Recommendation							
U-16-092	158	2016	OPS	AA	M	Failure to Respond	BFC Conference	W	AA	AA	Suspension	36	Reprimand	10/17/16
U-16-093	159	2016	OPS	AA	M	Failure to Respond	Pending BFC Conference							
U-16-094	160	2016	OPS	AA	M	Worked OT while on suspension	BFC Conference	W	AA	AA	Suspension	36	120 H/S & Reprimand	9/27/16
U-16-095	161	2016	OPS	W	M	MVA - Hit parked car	AFC Decision	W	W	AA	Reprimand	N/A	None	8/30/16
U-16-096	162	2016	OPS	AA	M	Missed physical therapy appt	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Reprimand; 12 H/S	4/20/16
U-16-097	163	2016	OPS	AA	M	Missed Clinic	No action taken	N/A	N/A	N/A	No further action	N/A	N/A	3/30/16
U-16-098	164	2016	OPS	AA	M	Sleeping on Watch	BFC Conference	W	AA	AA	Suspension	12	Reprimand	9/30/16
U-16-099	165	2016	OPS	AA	M	Day off Trade Violation	Trial Board	W	W	AA	Not Guilty	N/A	Reprimand (2); 12 H/S; 24 H/S	12/16/16
U-16-100	166	2016	OPS	AA	M	Failed to secure damaged face piece (PPE)	AFC Decision	W	W	AA	Counseling	N/A	Counseling	4/8/16
U-16-101	167	2016	OPS	W	M	Failure to report to sick call	AFC Decision	W	W	AA	Counseling	N/A	120 H/S; Counseling	3/31/16
U-16-102	168	2016	OPS	W	M	Failure to report to sick call	AFC Decision	W	W	AA	Counseling	N/A	Counseling	3/31/16
U-16-103	169	2016	OPS	AA	M	AWOL (2 hrs)	Accepted Proposed Penalty	W	W	AA	Suspension	12	Reprimand (2); 12 H/S (2)	5/12/16
U-16-104	170	2016	OPS	W	M	Failure to respond to call	AFC Decision	W	W	AA	Counseling	N/A	None	4/20/16



No.	Count	FY Occurred	Div or Unit	Race	Gender	Infraction Details	Dept Process	Proposing Officer Race	Deciding Officer Race	Fire Chief Race	Type of Penalty	Hours	Prior Case History Details	Date of Penalty or Action
U-16-105	171	2016	OPS	W	M	Failed to report to Urgent Care Facility / PFC	AFC Decision	W	W	AA	Counseling	N/A	12 H/S; Reprimand	7/26/16
U-16-106	172	2016	OPS	W	M	Arrested, Sexual Misconduct with a Minor	Awaiting Trial Board Recommendation							
U-16-107	173	2016	OPS	His	M	MVA - Hit Stationary Object	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	12 H/S; 120 H/S	4/20/16
U-16-108	174	2016	OPS	AA	M	Missed Fit for Duty Exam	Untimely receipt of paperwork	N/A	N/A	N/A	No further action	N/A	Reprimand (2); 336 H/S;	5/16/16
U-16-109	175	2016	OPS	W	M	Missed Disability Exam	BFC Conference	W	W	AA	Not Guilty	N/A	None	9/4/16
U-16-110	176	2016	OPS	AA	M	AWOL (1 hr)	Untimely	N/A	N/A	N/A	No further action	N/A	Reprimand (2); 336 H/S;	5/22/16
U-16-111	177	2016	OPS	AA	M	DUI Arrest	Untimely	N/A	N/A	N/A	No further action	N/A	None	7/15/16
U-16-112	178	2016	OPS	W	M	FMLA Violation	AFC Decision	W	W	AA	Counseling	N/A	None	9/3/16
U-16-113	179	2016	OPS	W	M	MVA	AFC Decision	W	W	AA	Counseling	N/A	None	3/17/16
U-16-114	180	2016	OPS	W	M	Controlled Medication Chain of Custody Violation	AFC Decision	W	W	AA	Counseling	N/A	None	4/14/16
U-16-115	181	2016	OPS	AA	M	Neglect of Duty	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	5/17/16
U-16-116	182	2016	OPS	AA	M	Neglect of Duty	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	5/18/16
U-16-117	183	2016	OPS	AA	M	Neglect of Duty	DFC Conference	W	W	AA	Suspension	84	12 H/S	10/17/16
U-16-118	184	2016	OPS	AA	M	Unreported arrest	Trial Board Scheduled							
U-16-119	185	2016	OPS	W	M	Arrest - DUI	Trial Board Scheduled							
U-16-120	186	2016	OPS	AA	M	Lost Tablet, Keybord & Case	BFC Decision	W	W	AA	Suspension	12	Reprimand	2/16/17
U-16-121	187	2016	OPS	AA	M	AWOL (3 hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	12 H/S ; Reprimand	8/1/16
U-16-122	188	2016	OPS	AA	M	AWOL (2 hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	6/6/16
U-16-123	189	2016	OPS	AA	M	MVA (backed vehicle into baydoor)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	4/29/16
U-16-124	190	2016	OPS	AA	F	Lost keyfob, False Statements	Accepted Proposed Penalty	W	W	AA	Suspension	12	None	8/2/16
U-16-125	191	2016	OPS	AA	M	Expired Credentials	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Reprimand; 24 H/S	5/1/16
U-16-126	192	2016	OPS	W	M	Insubordination	AFC Decision	W	W	AA	No further action	N/A	Reprimand	3/31/16
U-16-127	193	2016	OPS	AA	M	Arrested - DWLS	DPM Chap. 8	W	W	AA	Suspension	120	12 H/S; Reprimand	8/23/16
U-16-128	194	2016	OPS	AA	M	Insubordination	BFC Conference	W	AA	AA	Suspension	12	None	10/18/16
U-16-129	195	2016	OPS	AA	M	Driving dept. vehicle while talking on cell phone	BFC Conference	W	AA	AA	Reprimand	N/A	12 H/S	11/14/16
U-16-130	196	2016	OPS	W	M	AWOL (10 hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	4/25/16
U-16-131	197	2016	OPS	W	M	Conduct unbecoming	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	10/12/16
U-16-132	198	2016	OPS	AA	M	Failure to follow S.O.G.	AFC Decision	W	W	AA	Counseling	N/A	None	11/4/16
U-16-133	199	2016	OPS	AA	M	AWOL (1 hr)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Counseling & 2 Reprimands	4/25/16
U-16-134	200	2016	OPS	W	M	Allegedly stole property from fire ground	Untimely	N/A	N/A	N/A	No further action	N/A	360 H/S; Reprimand	7/4/16
U-16-135	201	2016	OPS	AA	M	Conduct unbecoming; Inappropriate touching	AFC Decision	W	W	AA	Counseling	N/A	None	8/18/16
U-16-136	202	2016	OPS	AA	F	MVA - backed into parked car	Pending BFC Decision							
U-16-137	203	2016	OPS	AA	M	Arrest - Malicious Destruction of Property	Accepted Proposed Penalty	W	W	AA	Suspension	84	Reprimand	8/22/16
U-16-138	204	2016	OPS	AA	M	Arrest -DUI	Accepted Proposed Penalty	W	W	AA	Suspension	120	None	1/23/17
U-16-139	205	2016	OPS	AA	M	MVA	DPM Chap. 8	W	W	AA	Reprimand	N/A	None	7/1/16
U-16-140	206	2016	OPS	AA	F	MVA	AFC Decision	W	W	AA	Counseling	N/A	Counseling	5/6/16
U-16-141	207	2016	OPS	W	M	Did not immediately return to quarters	Untimely service	N/A	N/A	N/A	No further action	N/A	N/A	4/25/16
U-16-142	208	2016	OPS	W	M	Failed to report on-time for Sgt's Exam	AFC Decision	W	W	W	Counseling	N/A	12 H/S	4/14/16
U-16-143	209	2016	OPS	AA	M	Arrested - DUI	Pending Resolution							
U-16-144	210	2016	OPS	AA	M	No Annual Physical	Accepted Proposed Penalty	W	W	AA	Suspension	12	Counseling	6/7/16
U-16-145	211	2016	OPS	AA	F	No Annual Physical	BFC Conference	W	W	AA	Not Guilty	N/A	Counseling (2)	12/9/16
U-16-146	212	2016	OPS	His	M	MVA	Charge unsubstantiated	W	W	AA	No further action	N/A	N/A	6/2/16
U-16-147	213	2016	OPS	AA	M	Missed BHS Appointment	Pending Trial Board							
U-16-148	214	2016	OPS	AA	M	Missed Annual Physical	Untimely service	N/A	N/A	N/A	No further action	N/A	N/A	7/26/16
U-16-149	215	2016	OPS	AA	M	Missed Annual Physical	Accepted Proposed Penalty	W	W	AA	Suspension	12	Counseling	10/16/16
U-16-150	216	2016	OPS	AA	M	Unfit for Duty	Pending Trial Board							
U-16-151	217	2016	OPS	AA	M	MVA - backed into parked car	Accepted Proposed Penalty	W	W	AA	Suspension	12	Reprimand (2); 12 H/S	5/26/16
U-16-152	218	2016	OPS	W	M	Missed Annual Physical	Accepted Proposed Penalty	W	W	AA	Suspension	12	None	7/18/16
U-16-153	219	2016	OPS	W	M	Missed Annual Physical	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	5/18/16
U-16-154	220	2016	OPS	AA	M	Unauthorized absence from work	Pending Final Decision							
U-16-155	221	2016	OPS	W	M	Insubordination	BFC Conference	W	W	AA	Reprimand	N/A	Counseling	12/1/16
U-16-156	222	2016	OPS	AA	M	AWOL (12 hrs)	Pending BFC Decision							
U-16-157	223	2016	OPS	W	M	Telestaff Abuse	AFC Decision	W	W	AA	No further action	N/A	None	6/13/16
U-16-158	224	2016	OPS	AA	M	AWOL (4 hrs)	Accepted Proposed Penalty	W	W	AA	Suspension	12	Reprimand; 12 H/S; 24 H/S	10/20/16
U-16-159	225	2016	OPS	AA	F	AWOL (1 hr)	AFC Decision	W	W	AA	No further action	N/A	None	5/24/16
U-16-160	226	2016	OPS	AA	F	Failure to notify supervisor that unable to report for duty	Untimely - Insufficient documentation	N/A	N/A	N/A	No further action	N/A	120 H/S	7/5/16
U-16-161	227	2016	OPS	AA	M	Failed to report for OT assignment	DPM Chap. 8	W	W	AA	Suspension	119	None	8/23/16
U-16-162	228	2016	OPS	AA	M	MVA backing accident w/ amb	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	N/A	7/24/16
U-16-163	229	2016	OPS	AA	F	AWOL (4 hrs)	DPM Chap. 8	W	W	AA	Termination	N/A	None	7/1/16

No.	Count	FY Occurred	Div or Unit	Race	Gender	Infraction Details	Dept Process	Proposing Officer Race	Deciding Officer Race	Fire Chief Race	Type of Penalty	Hours	Prior Case History Details	Date of Penalty or Action
U-16-164	230	2016	OPS	AA	F	AWOL (3 hrs)	DPM Chap. 8	W	W	AA	Termination	N/A	None	7/1/16
U-16-165	231	2016	OPS	AA	M	AWOL (8 hrs)	Resigned	N/A	N/A	N/A	No further action	N/A	N/A	5/16/16
U-16-166	232	2016	OPS	AA	M	AWOL (8 hrs)	Resigned	N/A	N/A	N/A	No further action	N/A	N/A	5/16/16
U-16-167	233	2016	OPS	AA	M	Failure to return to 1st due area	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Counseling	7/7/16
U-16-168	234	2016	OPS	AA	M	Failure to return to 1st due area	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	120 H/S & Counseling	7/11/16
U-16-169	235	2016	OPS	W	M	MVA - backed up w/o assistance	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	7/21/16
U-16-170	236	2016	OPS	W	M	DUI Arrest	Pending Resolution							
U-16-171	237	2016	OPS	W	M	Arrested - felony gun & drug charges	Pending OIA Investigation							
U-16-172	238	2016	OPS	AA	F	AWOL (1 hr)	DPM Chap. 8	W	W	W	Termination	N/A	None	8/19/16
U-16-173	239	2016	OPS	W	M	Arrested - Reckless driving (resulted in death )	Pending OIA Investigation							
U-16-174	240	2016	OPS	W	M	Missed physical therapy appointment	AFC Decision	W	W	AA	No further action	N/A	None	7/14/16
U-16-175	241	2016	OPS	W	M	Missed appointment	AFC Decision	W	W	AA	Counseling	N/A	None	8/9/16
U-16-176	242	2016	OPS	AA	M	Recorded medical appointment without permission	BFC Conference	W	W	AA	Suspension	24	None	1/3/17
U-16-177	243	2016	OPS	W	M	Failed to staff units	AFC Decision	W	W	AA	Counseling	N/A	None	8/3/16
U-16-178	244	2016	OPS	W	M	Failed to staff units	AFC Decision	W	W	AA	Counseling	N/A	Reprimand	8/3/16
U-16-179	245	2016	OPS	AA	M	Failed to staff units	AFC Decision	W	W	AA	Counseling	N/A	None	8/11/16
U-16-180	246	2016	OPS	AA	M	MVA	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	12 H/S & 24 H/S	6/21/16
U-16-181	247	2016	OPS	AA	M	Non- Compliance with Substance Abuse Program	AFC Decision	W	W	AA	No further action	N/A	None	9/8/16
U-16-182	248	2016	OPS	AA	M	AWOL (2 hrs)	BFC Conference	W	W	AA	Suspension	12	Counseling; Reprimand; 12 H/S	7/26/16
U-16-183	249	2016	OPS	AA	M	AWOL (12 hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	120 H/S	10/18/16
U-16-184	250	2016	OPS	W	M	MVA	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Reprimand	11/7/16
U-16-185	251	2016	OPS	AA	M	Lost Property	AFC Decision	W	W	AA	No further action	N/A	None	6/28/16
U-16-186	252	2016	OPS	W	M	MVA	BFC Conference	W	W	AA	Not Guilty	N/A	Reprimand; 12 H/S	12/10/16
U-16-187	253	2016	OPS	AA	M	Arrest - Hit & Run/ Possession	Pending Final Decision							
U-16-188	254	2016	OPS	W	M	Conduct unbecoming	AFC Decision	W	W	AA	Counseling	N/A	None	8/20/16
U-16-189	255	2016	OPS	AA	M	AWOL (1 hr)	Charge unsubstantiated	W	W	AA	No further action	N/A	None	7/21/16
U-16-190	256	2016	OPS	AA	M	Did not submit report on lost fuel card	Charge unsubstantiated	AA	AA	AA	No further action	N/A	None	7/20/16
U-16-191	257	2016	OPS	AA	F	AWOL (2 hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Reprimand	8/16/16
U-16-192	258	2016	OPS	AA	M	AWOL (1 hr)	DPM Chap. 8	W	W	AA	Suspension	119	Reprimand (2); 12 H/S (2)	8/26/16
U-16-193	259	2016	OPS	AA	M	Failed to report for sick call	DPM Chap. 8	W	W	AA	Suspension	119	Reprimand (2); 12 H/S (2)	8/26/16
U-16-194	260	2016	OPS	AA	F	AWOL (24 hours) & False statement in Special Report	Pending Trial Board Appeal							
U-16-195	261	2016	OPS	AA	M	Arrested - reckles driving	Not Guilty	W	W	AA	Not Guilty	N/A	Reprimand; 12 H/S	11/27/16
U-16-196	262	2016	OPS	W	M	AWOL (2 hrs)	BFC Decision	AA	AA	AA	No further action	N/A	None	8/11/16
U-16-197	263	2016	OPS	AA	M	Arrested - DUI	Pending Settlnenet							
U-16-198	264	2016	OPS	AA	F	Lost gas card, gov't key, gov't phone	Charge unsubstantiated	AA	AA	AA	No further action	N/A	None	7/20/16
U-16-199	265	2016	OPS	AA	M	Failure to investigate lost gas card, key fob & phone	Charge unsubstantiated	AA	AA	AA	No further action	N/A	None	7/20/16
U-16-200	266	2016	OPS	AA	M	Failure to investigate lost gas card, key fob & phone	Charge unsubstantiated	AA	AA	AA	No further action	N/A	None	7/20/16
U-16-201	267	2016	OPS	AA	M	Failure to investigate lost gas card, key fob & phone	Charge unsubstantiated	AA	AA	AA	No further action	N/A	None	7/20/16
U-16-202	268	2016	OPS	W	M	Insubordination	BFC Conference	W	AA	AA	Suspension	12	12 H/S; 96 H/S; Reprimand	10/20/16
U-16-203	269	2016	OPS	AA	M	Refused to assume duty/walked off job	Pending Final Decision							
U-16-204	270	2016	OPS	AA	M	AWOL (1 hr)	AFC Decision	W	W	AA	Counseling	N/A	Counseling; 84 H/S; Reprimand; 12 H/S	8/25/16
U-16-205	271	2016	OPS	W	M	Conduct unbecoming	AFC Decision	W	W	AA	Counseling	N/A	None	11/22/16
U-16-206	272	2016	OPS	AA	M	MVA	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	8/3/16
U-16-207	273	2016	OPS	AA	M	Failed to report arrest	Pending Resolution							
U-16-208	274	2016	OPS	AA	M	AWOL (8 hrs)	DPM Chap. 8	W	W	AA	Reprimand	N/A	None	7/14/16
U-16-209	275	2016	OPS	AA	M	Failed to report to Urgent Care	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Counseling; Reprimand; 12 H/S	8/29/16
U-16-210	276	2016	OPS	AA	M	MVA	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	9/30/16
U-16-211	277	2016	OPS	AA	M	Missed Run	Pending BFC Decision							
U-16-212	278	2016	OPS	W		Arrested - DUI	Pending Final Decision							
U-16-213	279	2016	OPS	AA	M	AWOL (3 Hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Counseling (2); 84 H/S; Reprimand; 12 H/S	8/9/16
U-16-214	280	2016	OPS	AA	M	AWOL (4 Hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	60 H/S; Counseling; Reprimand	7/21/16
U-16-215	281	2016	OPS	AA	M	Lost Metro Knox Box Keys	Awaiting LSR 07/27/2016	W	AA	AA	Not Guilty	N/A	None	12/1/16
U-16-216	282	2016	OPS	AA	M	Lost Metro Knox Box Keys	BFC Conference	W	W	AA	Reprimand	N/A	None	8/1/16
U-16-217	283	2016	OPS	W	M	Lost Metro Knox Box Keys	BFC Conference	W	W	AA	Reprimand	N/A	None	12/5/16
U-16-218	284	2016	OPS	W	M	MVA	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Reprimand	10/3/16
U-16-219	285	2016	OPS	AA	F	AWOL (1 Hr)	AFC Decision	W	W	AA	No further action	N/A	Counseling	10/25/16
U-16-220	286	2016	OPS	AA	F	Falsifying Documents/False Statements	Pending Final Decision							
U-16-221	287	2016	OPS	AA	M	MVA	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Counseling; Reprimand (2); 192 H/S	9/30/16
U-16-222	288	2016	OPS	AA	M	Failure to spot a driver while reversing	BFC Conference	W	W	AA	Reprimand	N/A	None	12/6/16

No.	Count	FY Occurred	Div or Unit	Race	Gender	Infraction Details	Dept Process	Proposing Officer Race	Deciding Officer Race	Fire Chief Race	Type of Penalty	Hours	Prior Case History Details	Date of Penalty or Action
U-16-223	289	2016	OPS	AA	M	MVA - Hit stationary vehicle	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Suspension of MIP for 1 year	9/26/16
U-16-224	290	2016	OPS	AA	M	MVA - Hit stationary vehicle	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	36 H/S; 119 H/S	8/31/16
U-16-225	291	2016	OPS	AA	M	Failed to update contact info	Pending BFC Decision							
U-16-226	292	2016	OPS	AA	M	AWOL (Failed to report for OT)	AFC Decision	W	W	AA	No further action	N/A	Reprimand (2); 12 H/S (2)	7/25/16
U-16-227	293	2016	OPS	AA	M	AWOL (8 hrs)	DPM Chap. 8	W	W	AA	Reprimand	N/A	None	8/9/16
U-16-228	294	2016	OPS	W	M	AWOL (24 hrs)	Pending Final Decision							
U-16-229	295	2016	OPS	AA	M	AWOL (3 Days)	DPM Chap. 8	W	W	AA	Termination	N/A	Reprimand	7/14/16
U-16-230	296	2016	OPS	AA	M	Failed to return to service	BFC Decision	W	W	AA	Reprimand	N/A	Reprimand	12/5/16
U-16-231	297	2016	OPS	AA	F	Failed the National EMT Exam	DPM Chap. 8	W	W	AA	Termination	N/A	None	7/18/16
U-16-232	298	2016	OPS	AA	AA	Missed a total of 10 days from Recruit Class	DPM Chap. 8	W	W	AA	Termination	N/A	None	7/18/16
U-16-233	299	2016	OPS	AA	F	AWOL (8 hrs)	DPM Chap. 8	W	W	AA	Termination	N/A	None	7/18/16
U-16-234	300	2016	OPS	AA	F	AWOL (5 Hrs)	DPM Chap. 8	W	W	AA	Termination	N/A	None	7/18/16
U-16-235	301	2016	OPS	W	M	Failed to return to service	BFC Conference	W	W	AA	Reprimand	N/A	None	12/6/16
U-16-236	302	2016	OPS	AA	M	AWOL (3 Hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	8/3/16
U-16-237	303	2016	OPS	AA	M	AWOL (3 Hrs)	Accepted Proposed Penalty	W	W	AA	Suspension	12	2 Reprimands & 12 H/S	10/4/16
U-16-238	304	2016	OPS	AA	M	AWOL	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	9/30/16
U-16-239	305	2016	OPS	AA	M	AWOL (1 hr)	Accepted Proposed Penalty	W	W	AA	Suspension	12	12 H/S (2); Reprimand; Counseling	8/19/16
U-16-240	306	2016	OPS	AA		Failed to pass fire portion exam	DPM Chap. 8	W	W	AA	Termination	N/A	None	8/19/16
U-16-241	307	2016	OPS	W	M	AWOL (3 hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	10/12/16
U-16-242	308	2016	OPS	AA	M	MVA	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	10/8/16
U-16-243	309	2016	OPS	AA	M	MVA	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	10/19/16
U-16-244	310	2016	OPS	W	M	MVA	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	10/21/16
U-16-245	311	2016	OPS	AA	F	Failed to report to Urgent Care Facility (UCF)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	48 H/S	11/18/16
U-16-246	312	2016	OPS	AA	M	Failed to report to Urgent Care Facility (UCF)	DPM Chap. 8	W	W	AA	Extended Prob. Period	N/A	Reprimand (2); 12 H/S (2)	12/28/16
U-16-247	313	2016	OPS	W	M	MVA	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	10/5/16
U-16-248	314	2016	OPS	AA	F	Abandoned post - left without being relieved	Accepted Proposed Penalty	W	W	AA	Suspension	12	48 H/S; Reprimand	10/18/16
U-16-249	315	2016	OPS	AA	M	Lost Property	Charge unsubstantiated	W	W	AA	No further action	N/A	N/A	8/31/16
U-16-250	316	2016	OPS	AA	M	Lost Property	Charge unsubstantiated	W	W	AA	No further action	N/A	Reprimand, 12 H/S (x3)	8/31/16
U-16-251	317	2016	OPS	AA	M	MVA	AFC Decision	W	W	AA	Counseling	N/A	None	9/7/16
U-16-252	318	2016	OPS	AA	M	Convicted of Reckless driving	Pending Trial Board							
U-16-253	319	2016	OPS	His	M	AWOL (12 hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	12 H/S & 24 H/S	10/5/16
U-16-254	320	2016	OPS	W	M	MVA	AFC Decision	W	W	AA	Counseling	N/A	None	9/28/16
U-16-255	321	2016	OPS	W	M	DUI Arrest	Accepted Proposed Penalty	W	W	AA	Suspension	120	None	12/20/16
U-16-256	322	2016	OPS	W	M	Failure to Maintain Equipment ready for immediate use	AFC Decision	W	W	AA	Counseling	N/A	None	9/6/16
U-16-257	323	2016	OPS	W	M	Failure to Maintain Equipment ready for immediate use	AFC Decision	W	W	AA	Counseling	N/A	Counseling	9/6/16
U-16-258	324	2016	OPS	AA	M	Failure to report to urgent care	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	12 H/S & 24 H/S	10/7/16
U-16-259	325	2016	OPS	AA	M	Verbal altercation w/ EMT	AFC Decision	W	W	AA	Counseling	N/A	None	10/27/16
U-16-260	326	2016	OPS	AA	M	Insubordination / delayed transport of patient / refused to transport	Pending BFC Decision							
U-16-261	327	2016	OPS	AA		Insubordination / delayed transport of patient / refused to transport	Pending BFC Decision							
U-16-262	328	2016	OPS	AA	F	Missed Labor Market Survey Appointment	BFC Decision	W	W	AA	Not Guilty	N/A	None	11/3/16
U-16-263	329	2016	OPS	AA	M	Ethics Violation	Charge unsubstantiated	W	W	AA	No further action	N/A	None	12/1/16
U-16-264	330	2016	OPS	AA	M	Suspended Driver's License	Pending Final Decision							
U-16-265	331	2016	OPS	AA	M	Failure to properly inspect complainant's request for fire inspection	Charge unsubstantiated	W	W	AA	No further action	N/A	None	10/3/16
U-16-266	332	2016	OPS	W	M	Failed to inspect fire hydrant - Dishonest about repair	AFC Decision	W	W	AA	Counseling	N/A	None	11/6/16
U-16-267	333	2016	OPS	W	M	MVA - Hit Stationary Object	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	None	10/10/16
U-16-268	334	2016	OPS	AA	M	Missed Run	Pending BFC Decision							
U-16-269	335	2016	OPS	AA	M	Positive Alcohol Test	Enrolled in SAP	W	W	AA	No further action	N/A	None	10/18/16
U-16-270	336	2016	OPS	W	F	1st, 2nd Degree Assault, Child Abuse	Pending OIA Investigation							
U-16-271	337	2016	OPS	AA	M	MVA - struck parked car	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Counseling	10/5/16
U-16-272	338	2016	OPS	AA	F	MVA	Pending BFC Decision							
U-16-273	339	2016	OPS	W	F	AWOL (1 hr)	AFC Decision	W	W	AA	Counseling	N/A	Reprimand (2); Counseling	12/2/16
U-16-274	340	2016	OPS	W	M	AWOL (2 hrs)	Accepted Proposed Penalty	W	W	AA	Reprimand	N/A	Reprimand (2)	11/21/16
U-16-275	341	2016	OPS	AA	M	Parked vehicle illegally	Accepted Proposed Penalty	W	W	AA	Reprimand	None	None	1/10/17
U-16-276	342	2016	OPS	AA	M	Responded without lights/misleading statements/failed to listen to radio	Pending BFC Conference							

No.	Count	FY Occurred	Div or Unit	Race	Gender	Infraction Details	Dept Process	Proposing Officer Race	Deciding Officer Race	Fire Chief Race	Type of Penalty	Hours	Prior Case History Details	Date of Penalty or Action
U-16-277	343	2016	OPS	AA	M	Responded without lights/misleading statements/failed to listen to radio	Pending BFC Conference							
U-16-278	344	2016	OPS	AA	M	AWOL	Accepted Proposed Penalty	W	W	AA	Reprimand	None	Reprimand (2)	10/11/16
U-16-279	345	2016	OPS	W	M	MVA	Pending Final Decision							
U-16-280	346	2016	OPS	AA	M	Worked OT while on administrative duties	Accepted Proposed Penalty	W	W	AA	Reprimand	None	Reprimand (2); Counseling	12/15/16
U-16-281	347	2016	OPS	AA	M	MVA - backing accident	Accepted Proposed Penalty	W	W	AA	Reprimand	None	Reprimand	10/26/16
U-16-282	348	2016	OPS	W	M	AWOL (Denied EAL)	Pending Final Decision							
U-16-283	349	2016	OPS	AA	M	AWOL (1 hr)	Pending Final Decision	W	W	AA	Reprimand	N/A	None	12/23/16
U-16-284	350	2016	OPS	W	M	AWOL (12 hrs)	BFC Decision	AA	AA	AA	Withdrawn	N/A	Reprimand	11/2/16
U-16-285	351	2016	OPS	W	M	Arrest - DUI	Pending OIA Report							
U-16-286	352	2016	OPS	AA	M	Lost key fob - Failed to report	AFC Decision	W	W	AA	Counseling	N/A	Counseling (2); Reprimand (2)	11/16/16
U-16-287	353	2016	OPS	AA	M	Lost Equipment	Accepted Final Decision	W	W	AA	Reprimand	N/A	None	11/18/16
U-16-288	354	2016	OPS	His	M	AWOL (Failed to report for WDO)	AfC Decision	W	W	AA	Counseling	N/A	88 H/S; Reprimand; Counseling	10/22/15
U-16-289	355	2016	OPS	AA	M	Missed clinic appointment	Pending Final Endorsement							
U-16-290	356	2016	OPS	AA	M	Failed to report sick call	AFC Decision	W	W	AA	Extended Prob. Period	N/A	Reprimand (2); 12 H/S (2)	12/28/16
U-16-291	357	2016	OPS	AA	M	Missed clinic appointment	AFC Decision	W	W	AA	Extended Prob. Period	N/A	Reprimand (2); 12 H/S (2)	12/28/16

Data Source: Office of Compliance Case Files through 1/11/2017.

DC Fire and EMS Department

Grievance Report FY 2016 - October 1, 2015 through September 30, 2016

GROUP 1 EMPLOYEES

NOTE: Highlights in YELLOW are open cases.

Date Filed	Grievance Description	Ruling	Open/Closed	Step	Request Arbitration?	Date Response Sent
04/11/2013	Alleged violation CBA provisions on compensation for overtime	Denied	Closed	3	Yes	06/07/2013
07/20/2015	Removal for inability to return to full duty status*	N/A	N/A	N/A	N/A	N/A
07/27/2015	Alleged Violation of Power Shift Memo of Agreement	Settled	Closed	2	No	07/13/2016
12/03/2015	Disciplinary grievance challenging suspension	Granted	Closed	3	No	07/06/2016
01/16/2016	Failure to provide annual evaluation, create a performance incentive pilot program, or create a career track	Denied	Closed	3	No	03/18/2016
03/07/2016	Failure to issue sick leave incentive days	Denied	Closed	3	No	05/06/2016
04/08/2016	Disciplinary grievance challenging suspension	Granted	Closed	2	No	04/27/2016

Data Source: Executive Officer Case Files through 9/30/2016.

\* Investigation into this claim supports the conclusion that no formal written grievance was filed as the removal notice was never served on the subject individual. Therefore, this entry should not have been included on the FY15 report.



DC Fire and EMS Department

Grievance Report FY 2016 - October 1, 2015 through September 30, 2016

GROUP 2 EMPLOYEES

NOTE: Highlights in YELLOW are open cases.

Date Filed	Grievance Description	Ruling	Open/Closed	Step	Request Arbitration?	Date Response Sent
5/11/2012	Challenge of denial of Administrative Leave	Denied	Closed	3	Yes	5/18/2012
7/10/2012	Challenge of Technician selection Process (Displaced)	Denied	Closed	3	Yes	07/27/2012
8/31/2012	EMS Captain Paramedic Pay (Class)	Denied	Withdrawn	3	Yes	09/19/2012
2/27/2013	Appealed Denial of reason for transfer to another position	Denied	Withdrawn	2	Yes	02/25/2013
2/27/2013	Ambulance Detail	Denied	Withdrawn	2	Yes	04/03/2013
5/29/2014	Challenge appt. of EMS Battalion Supervisors to Trial Board	Denied	Arbitration pending	2	Yes	06/12/2014
6/26/2014	Challenging promotion process due to issue with Lt. assessment	N/A	Closed	2	No	N/A
8/21/2015	Disciplinary grievance challenging an official reprimand	Granted	Closed	2	No	07/06/2016
10/1/2015	Disciplinary grievance challenging demotion	Pending	Open	2	Yes	Settlement pending
4/14/2016	Fire investigator vacancy	Granted	Closed	3	No	05/19/2016
5/24/2016	Failure to compensate members acting in higher ranking position	Granted	Closed	3	No	07/13/2016
5/27/2016	Fire boat candidate swim test	Granted-in-part	Closed	2	No	08/19/2016
6/7/2016	Fire boat candidate swim test	Granted	Closed	2	No	08/17/2016
6/15/2016	Promotional exam assessment center process	Pending as of 09/30/2016	Open	3	No	Pending as of 09/30/2016

Data Source: Executive Officer Case Files through 9/30/2016.

# **ATTACHMENT**

## **QUESTION 24**

**(\$100K EARNERS)**

**FIRE AND EMERGENCY MEDICAL SERVICES (FB0)  
FY 2016 LIST OF EMPLOYEE(S) SALARY OF \$100,000 OR MORE**

Agency Code	Fiscal Year	Program Number	Activity Number	Employee Name	Position Number	Position Title	Salary	Fringe	Overtime Pay	Bounus Pay
FB0	16	3000 - FIELD OPERATIONS	3207 - ADVANCED LIFE SUPPORT SVC	Mount Varner,Geoffrey G	00082461	INTERIM MEDICAL DIRECTOR - Excepted	235,612.00	41,232.10	-	\$0.00
FB0	16	3000 - FIELD OPERATIONS	3207 - ADVANCED LIFE SUPPORT SVC	Saussy,Juliette M	00036105	MEDICAL DIRECTOR - Excepted Service	225,000.00	39,375.00	-	\$0.00
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Dean,Gregory	00024474	FIRE CHIEF	197,500.00	34,562.50	-	\$0.00
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Baker,Craig S	00008248	ACTING ASST FIRE CHIEF OF OPERATIONS	192,077.00	33,613.48	-	\$0.00
FB0	16	3000 - FIELD OPERATIONS	3207 - ADVANCED LIFE SUPPORT SVC	Puppala,Neha	00082461	ASSISTANT MEDICAL DIRECTOR - Excepted	187,998.72	32,899.78	-	
FB0	16	100F - AGENCY FINANCIAL OPERATIONS	103F - ASSOCIATE CFO OPERATIONS	Hayes Rice,Angelique	00005199	ASSOC CHIEF FINANCIAL OFFICER	186,464.00	32,631.20	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Douglas Jr.,Milton E	00015456	ACTING ASST FIRE CHIEF - Technical Services	184,898.00	32,357.15	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER		00006384	DEPUTY FIRE CHIEF	177,690.00	31,095.75	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Callahan,Robert J	00016365	DEPUTY FIRE CHIEF	177,690.00	31,095.75	\$26,575.82	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Crosswhite,Kenneth L	00001605	DEPUTY FIRE CHIEF	171,411.00	29,996.93	\$31,197.77	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Pearson,Edward M	00021831	DEPUTY FIRE CHIEF	171,411.00	29,996.93	\$22,446.70	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	060B - GENERGAL COUNSEL SUPPORT	Alexander,Marceline Denise	00042402	SUPERVISORY ATTORNEY ADVISOR	165,132.27	28,898.15	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Foust,David M	00038617	ACTING ASST FIRE CHIEF SRVS	165,126.00	28,897.05	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Moore,Kenneth R	00028744	DEPUTY FIRE CHIEF	161,830.00	28,320.25	\$22,207.29	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Welsh III,Henry E	00015967	DEPUTY FIRE CHIEF - PSO	159,129.00	27,847.58	\$7,763.83	
FB0	16	100F - AGENCY FINANCIAL OPERATIONS	103F - ASSOCIATE CFO OPERATIONS	Graham,Shelly Robinson	00002353	BUDGET DIRECTOR	158,850.00	27,798.75	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Morris Jr.,Fred D	00001605	DEPUTY FIRE CHIEF	154,494.00	27,036.45	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Lee,Brian K	00015967	DEPUTY FIRE CHIEF	154,494.00	27,036.45	\$459.03	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Sa'adah,Rafael	00020027	DEPUTY FIRE CHIEF - TA	152,849.00	26,748.58	\$12,416.06	
FB0	16	3000 - FIELD OPERATIONS	3207 - ADVANCED LIFE SUPPORT SVC	Thomas,Sherrrod L	00028748	DEPUTY FIRE CHIEF (EMS)	152,849.00	26,748.58	\$3,049.63	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Mills III,Edward R	00006884	ASST FIRE CHIEF EMERGENCY MEDICAL SERVICES	150,767.00	26,384.23	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Wynn,Mark J	00022634	DEPUTY FIRE CHIEF - Fire Marshall	148,397.00	25,969.48	\$7,935.88	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Mack,Charles A	00020670	DEPUTY FIRE CHIEF	148,397.00	25,969.48	\$2,792.43	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	060A - LEGAL SERVICES	Jefferson,Dwayne C.	00046148	SUPERVISORY ATTORNEY ADVISOR	147,340.34	25,784.56	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION		00003849	BATTALION FIRE CHIEF	146,006.00	25,551.05	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Hull,Jeffrey L	00007874	BATTALION FIRE CHIEF	146,006.00	25,551.05	\$43,852.84	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Schaefer,Paul M	00003300	BATTALION FIRE CHIEF	146,006.00	25,551.05	\$14,388.23	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Conway,Michael P	00011785	BATTALION FIRE CHIEF	146,006.00	25,551.05	\$12,097.91	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER		00004627	DEPUTY FIRE CHIEF - IA	143,588.00	25,127.90	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Donnelly,John A	00038978	DEPUTY FIRE CHIEF	142,300.00	24,902.50	\$2,706.46	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Cade Jr.,Leroy B	00025448	BATTALION FIRE CHIEF	141,753.00	24,806.78	\$48,986.35	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Baltimore Jr.,William J	00024252	BATTALION FIRE CHIEF	141,753.00	24,806.78	\$33,224.38	
FB0	16	2000 - FIRE PREVENTION AND EDUCATION	2107 - INSPECTIONS	Leonard,Stephen V	00005243	BATTALION FIRE CHIEF	141,753.00	24,806.78	\$29,372.90	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Mclain,David	00007302	BATTALION FIRE CHIEF	141,753.00	24,806.78	\$13,174.49	
FB0	16	4000 - EMPLOYEE PREPAREDNESS	4207 - SPECIALIZED TRAINING	Sterne Jr.,Richard G	00004717	BATTALION FIRE CHIEF	141,753.00	24,806.78	\$1,270.20	
FB0	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Sollers Jr.,John J	00032452	BATTALION FIRE CHIEF - SO	141,753.00	24,806.78	\$145.72	
FB0	16	100F - AGENCY FINANCIAL OPERATIONS	101F - AGENCY FISCAL OFFICER OPERATIONS	Staats,Daryl	00032829	AGENCY FISCAL OFFICER	141,328.00	24,732.40	-	
FB0	16	100F - AGENCY FINANCIAL OPERATIONS	101F - AGENCY FISCAL OFFICER OPERATIONS	Proudfoot,Daniel	00032829	AGENCY FISCAL OFFICER	141,056.00	24,684.80	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Mauro,Amy Constance	00077844	Chief Of Staff - Excepted	141,000.00	24,675.00	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Greene,Sean M	00000208	BATTALION FIRE CHIEF	140,654.00	24,614.45	\$54,138.65	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Carter,Sean	00007851	BATTALION FIRE CHIEF	140,654.00	24,614.45	\$49,705.55	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Graham,James K	00024390	BATTALION FIRE CHIEF	140,654.00	24,614.45	\$40,228.74	
FB0	16	6000 - POLICY AND PLANNING	6409 - EMERGENCY COMMUNICATIONS	Stowe,Reginald	00007253	BATTALION FIRE CHIEF	140,654.00	24,614.45	\$17,781.47	
FB0	16	3000 - FIELD OPERATIONS	3207 - ADVANCED LIFE SUPPORT SVC	Smith,Patrick C	00016505	BATTALION FIRE CHIEF - EMS	140,654.00	24,614.45	\$8,475.20	
FB0	16	100F - AGENCY FINANCIAL OPERATIONS	103F - ASSOCIATE CFO OPERATIONS	Gilchrist,Sharon	00005241	CHIEF MGMT OPERATIONS	140,352.00	24,561.60	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Lewis,Turna R	00026502	Senior Advisor- Excepted Service	140,295.53	24,551.72	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	080A - COMMUNICATIONS		00013238	COMMUNICATIONS DIRECTOR - Excepted	136,591.00	23,903.43	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Dipietro,Lawrence J	00004581	BATTALION FIRE CHIEF	136,558.00	23,897.65	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Battle,Charles E	00006030	BATTALION FIRE CHIEF	136,558.00	23,897.65	\$51,711.72	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Reynolds,Terry L	00000578	BATTALION FIRE CHIEF	136,558.00	23,897.65	\$45,435.62	

Agency Code	Fiscal Year	Program Number	Activity Number	Employee Name	Position Number	Position Title	Salary	Fringe	Overtime Pay	Bonus Pay
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Donlon,Michael S	00006439	BATTALION FIRE CHIEF	136,558.00	23,897.65	\$33,756.96	
FB0	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Jeffery,Timothy A	00017451	BATTALION FIRE CHIEF	136,558.00	23,897.65	\$24,221.38	
FB0	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Mullikin,Robert P	00001834	BATTALION FIRE CHIEF - SO	136,558.00	23,897.65	\$11,276.34	
FB0	16	6000 - POLICY AND PLANNING	6309 - OFFICE OF EQUITY & DIVERSITY	McDaniel,Kim T.	00039144	Diversity Program Manager	135,458.00	23,705.15	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Skursky,Alan J	00000347	BATTALION FIRE CHIEF	135,303.00	23,678.03	\$54,726.57	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Gretz,Raymond C	00005243	BATTALION FIRE CHIEF	135,303.00	23,678.03	\$5,351.09	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	080A - COMMUNICATIONS	Buchanan,Douglas J.	00013238	CHIEF COMMUNICATIONS OFFICER - Excepted	135,000.00	23,625.00	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Hawkins,Derron T	00003795	DEPUTY FIRE CHIEF	134,130.00	23,472.75	\$8,737.83	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Egan,Sean M	00004581	BATTALION FIRE CHIEF	133,991.00	23,448.43	\$6,380.52	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Foster,Antonio B	00004717	BATTALION FIRE CHIEF	133,991.00	23,448.43	\$3,576.60	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Dean,Thomas P	00024454	BATTALION FIRE CHIEF	131,362.00	22,988.35	\$56,144.89	
FB0	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Bashore,James M	00001952	BATTALION FIRE CHIEF	131,362.00	22,988.35	\$51,386.13	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Sefton,Christopher	00009301	BATTALION FIRE CHIEF	131,362.00	22,988.35	\$25,697.85	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Ceglie,Victor A	00028864	BATTALION FIRE CHIEF	131,362.00	22,988.35	\$7,929.83	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Thornhill,Thomas B	00022181	BATTALION FIRE CHIEF	131,362.00	22,988.35	\$1,207.54	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER	Falwell,Tony	00025812	BATTALION FIRE CHIEF	130,576.00	22,850.80	\$4,979.71	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Carter,Juan T	00004263	BATTALION FIRE CHIEF	128,640.00	22,512.00	\$5,432.53	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Pearson,Robert V	00006016	BATTALION FIRE CHIEF	128,640.00	22,512.00	\$2,768.35	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Nunn,Adrian	00011183	BATTALION EMS SUPVR CAPTAIN - OMD Aqua Program Mana	127,013.00	22,227.28	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Stewart,Eugene	00003830	CAPTAIN	127,013.00	22,227.28	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION		00007306	CAPTAIN	127,013.00	22,227.28	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Dupree Jr.,Graydon L	00017077	CAPTAIN	127,013.00	22,227.28	\$29,190.80	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Hoffman,Kurt C	00022542	BATTALION EMS SUPVR CAPTAIN	127,013.00	22,227.28	\$17,449.03	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Haupt,Calvin H	00016103	BATTALION EMS SUPVR CAPTAIN	127,013.00	22,227.28	\$14,701.13	
FB0	16	7000 - STATE SAFETY OVERSIGHT PROGRAM	7010 - RAIL SAFETY	Ellerbe,Kelton B	00075470	CAPTAIN - RAIL SAFETY	127,013.00	22,227.28	\$10,625.12	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Gryskewicz,Paul M	00025318	CAPTAIN	127,013.00	22,227.28	\$2,835.11	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Troxell,Daniel M	00003289	CAPTAIN	127,013.00	22,227.28	\$1,439.36	
FB0	16	4000 - EMPLOYEE PREPAREDNESS	4207 - SPECIALIZED TRAINING	Knight,Michael	00026200	BATTALION FIRE CHIEF	125,381.00	21,941.68	\$13,599.69	
FB0	16	6000 - POLICY AND PLANNING	6409 - EMERGENCY COMMUNICATIONS	Watson,Johnetta E	00025258	BATTALION EMS SUPVR CAPTAIN - OMD Quality Managemen	124,494.00	21,786.45	\$114,423.74	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Washington,John N	00017740	BATTALION EMS SUPVR CAPTAIN	124,494.00	21,786.45	\$69,204.00	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	St Laurent,Roger	00002580	BATTALION EMS SUPVR CAPTAIN	124,494.00	21,786.45	\$40,080.05	
FB0	16	6000 - POLICY AND PLANNING	6409 - EMERGENCY COMMUNICATIONS	Carter,Rodney	00016984	BATTALION EMS SUPVR CAPTAIN - ELO1-1	124,494.00	21,786.45	\$30,204.35	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Kurland,Ellen S	00011885	BATTALION EMS SUPVR CAPTAIN	124,494.00	21,786.45	\$24,610.91	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lipton,Jeffrey	00007366	BATTALION EMS SUPVR CAPTAIN	124,494.00	21,786.45	\$21,119.52	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Panek,Brent W	00001740	BATTALION EMS SUPVR CAPTAIN	124,494.00	21,786.45	\$8,935.17	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Anunay,Queen Angelique	00028865	BATTALION EMS SUPVR CAPTAIN	124,494.00	21,786.45	\$2,308.61	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Long,Keith T	00021334	CAPTAIN PARAMEDIC	124,135.00	21,723.63	\$12,703.37	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	060A - LEGAL SERVICES	Henline,Joshua Lee	00039583	ATTORNEY ADVISOR	123,360.00	21,588.00	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Gans,Kyle L	00016505	CAPTAIN	121,721.00	21,301.18	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION		00019033	CAPTAIN	121,721.00	21,301.18	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Smith,Scott A	00014274	CAPTAIN	121,721.00	21,301.18	\$48,780.46	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	055A - RISK MANAGEMENT	Fraleigh,Gerald	00003019	CAPTAIN - SAFO-4	121,721.00	21,301.18	\$32,771.09	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Brown,David R	00025318	CAPTAIN	121,721.00	21,301.18	\$26,190.71	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Westfield,Angelo T	00016126	CAPTAIN	121,721.00	21,301.18	\$25,456.13	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Gobantes,Dennis O	00035398	CAPTAIN	121,721.00	21,301.18	\$23,324.34	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Dugan,Daniel	00019033	CAPTAIN	121,721.00	21,301.18	\$22,655.56	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lord,Douglas A	00003830	CAPTAIN	121,721.00	21,301.18	\$21,621.43	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Partridge,James L	00012380	CAPTAIN	121,721.00	21,301.18	\$20,569.15	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Leland,Robert S	00014136	CAPTAIN	121,721.00	21,301.18	\$17,018.01	
FB0	16	5000 - OPERATIONS SUPPORT	5105 - FIELD INFRASTRUCTURE	Settle,Larry W	00017845	CAPTAIN	121,721.00	21,301.18	\$11,759.70	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Sackey,Seth O	00025347	CAPTAIN	121,721.00	21,301.18	\$11,703.96	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Baker,Mark S	00013740	BATTALION EMS SUPVR CAPTAIN	121,721.00	21,301.18	\$6,771.58	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Follin,James E	00016047	BATTALION EMS SUPVR CAPTAIN - OMD Training Division Liai	121,721.00	21,301.18	\$4,472.59	

Agency Code	Fiscal Year	Program Number	Activity Number	Employee Name	Position Number	Position Title	Salary	Fringe	Overtime Pay	Bonus Pay
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Brinkley,Roy S	00009510	CAPTAIN	121,721.00	21,301.18	\$3,998.85	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Baker,Michael S	00013739	BATTALION EMS SUPVR CAPTAIN	121,721.00	21,301.18	\$2,509.81	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	David,Brian P	00006122	CAPTAIN	121,721.00	21,301.18	\$2,006.39	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	055A - RISK MANAGEMENT	Zegowitz Jr.,Richard J	00005619	CAPTAIN - SAFO-2	121,721.00	21,301.18	\$1,003.20	
FB0	16	6000 - POLICY AND PLANNING	6109 - OFFICE OF STANDARDS	Noznesky,Alan J	00003378	CAPTAIN - Regulations Officer	121,721.00	21,301.18	\$879.61	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Seavey,James P	00006130	CAPTAIN	121,721.00	21,301.18	\$83.60	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	040A - INFORMATION TECHNOLOGY-MASTER	Leonard,Edward J	00077772	SUPERVISORY IT SPECIALIST	121,592.93	21,278.76	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Washington,Robert A	00017773	CAPTAIN	120,733.00	21,128.28	\$8,118.38	
FB0	16	3000 - FIELD OPERATIONS	3207 - ADVANCED LIFE SUPPORT SVC	Holman,Robert P.	00036105	Interim MEDICAL DIRECTOR - Excepted Service	120,000.00	21,000.00	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	060A - LEGAL SERVICES	Blivess,Steven N.	00039583	ATTORNEY ADVISOR	119,116.00	20,845.30	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	090A - PERFORMANCE MANAGEMENT-MASTER		00026502	Senior Advisor - Labor Relations - Excepted Service	118,993.00	20,823.78	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	010A - PERSONNEL-MASTER	Bishop,Kevette	00023106	HUMAN RESOURCES OFFICER II	118,965.00	20,818.88	\$16,389.38	
FB0	16	3000 - FIELD OPERATIONS	3207 - ADVANCED LIFE SUPPORT SVC	Timmons,Michael D	00020969	BATTALION EMS SUPV CAPTAIN - OMD Street Calls	118,835.00	20,796.13	\$43,751.07	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Baker,Timothy J	00034962	BATTALION EMS SUPVR CAPTAIN	118,835.00	20,796.13	\$9,922.35	
FB0	16	3000 - FIELD OPERATIONS	3307 - MARINE FIRE FIGHTING	Wright,Robert E	00003110	MARINE ENGINEER	117,464.00	20,556.20	\$3,791.76	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Barber,Donald L	00035158	BATTALION EMS SUPVR CAPTAIN	116,429.00	20,375.08	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Hamm,Spencer A	00035462	CAPTAIN	116,429.00	20,375.08	-	
FB0	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Smith,Edward C	00018356	CAPTAIN	116,429.00	20,375.08	-	
FB0	16	6000 - POLICY AND PLANNING	6109 - OFFICE OF STANDARDS		00025910	CAPTAIN - Recruitment Officer	116,429.00	20,375.08	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lewis,Angel M	00014798	BATTALION EMS SUPVR CAPTAIN	116,429.00	20,375.08	\$67,410.47	
FB0	16	6000 - POLICY AND PLANNING	6409 - EMERGENCY COMMUNICATIONS	Bouknight,Anthony J	00017273	BATTALION EMS SUPVR CAPTAIN - ELO1-2	116,429.00	20,375.08	\$51,805.72	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Poust,Daniel L	00007936	CAPTAIN	116,429.00	20,375.08	\$38,443.14	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Mills,Steven D	00001606	CAPTAIN	116,429.00	20,375.08	\$33,012.21	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Thomas Jr.,Willis L	00005139	CAPTAIN	116,429.00	20,375.08	\$32,389.44	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Stewart,Charles	00026750	CAPTAIN	116,429.00	20,375.08	\$28,631.48	
FB0	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Carter Jr.,Louis H	00023718	CAPTAIN	116,429.00	20,375.08	\$26,324.50	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Roberts,Kwame Q	00023681	CAPTAIN	116,429.00	20,375.08	\$25,668.75	
FB0	16	2000 - FIRE PREVENTION AND EDUCATION	2107 - INSPECTIONS	Young,Jerome A	00022591	CAPTAIN - Operations	116,429.00	20,375.08	\$23,629.65	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Chapman III,Lawrence Y	00003895	CAPTAIN	116,429.00	20,375.08	\$21,048.96	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Basinger Jr.,Cecil M	00024632	CAPTAIN	116,429.00	20,375.08	\$20,511.02	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	055A - RISK MANAGEMENT	Carroll,Gerald A	00017306	CAPTAIN - SAFO-3	116,429.00	20,375.08	\$12,354.59	
FB0	16	4000 - EMPLOYEE PREPAREDNESS	4207 - SPECIALIZED TRAINING	Dolby Sr.,Michael A	00035428	CAPTAIN	116,429.00	20,375.08	\$12,114.69	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Banks,Patrick	00022550	CAPTAIN	116,429.00	20,375.08	\$11,128.45	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	055A - RISK MANAGEMENT	Alston,Brian L	00027096	CAPTAIN - SAFO-1	116,429.00	20,375.08	\$7,956.50	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Truesdel,Michael B	00005176	CAPTAIN	116,429.00	20,375.08	\$4,398.07	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Robinson,Sylvester A	00018872	CAPTAIN	116,429.00	20,375.08	\$471.21	
FB0	16	3000 - FIELD OPERATIONS	3207 - ADVANCED LIFE SUPPORT SVC	Beaton,Andrew R.	00018926	MGMT PROGRAM ANALYST	116,325.56	20,356.97	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Meachum,Michael A	00034959	BATTALION EMS SUPVR CAPTAIN	115,703.00	20,248.03	\$6,550.00	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Mayhew,Donald N	00025347	CAPTAIN	115,703.00	20,248.03	\$5,806.15	
FB0	16	4000 - EMPLOYEE PREPAREDNESS	4207 - SPECIALIZED TRAINING	Stroman,Randell S	00035470	CAPTAIN - Operations	115,703.00	20,248.03	\$4,196.58	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Kemp,Ronald M	00001606	CAPTAIN	115,703.00	20,248.03	\$2,867.24	
FB0	16	4000 - EMPLOYEE PREPAREDNESS	4207 - SPECIALIZED TRAINING	Rosich-Capo,Marie A	00006882	BATTALION EMS SUPVR CAPTAIN	114,765.00	20,083.88	\$1,218.94	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Prout,Dion M	00004323	LIEUTENANT	113,855.00	19,924.63	-	
FB0	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Johnson,Ricky	00006830	LIEUTENANT	113,855.00	19,924.63	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Young Jr.,Adam	00007861	LIEUTENANT - FIU	113,855.00	19,924.63	\$51,508.47	
FB0	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Kuhn,Stephen	00006447	LIEUTENANT	113,855.00	19,924.63	\$33,937.59	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Sneed,Johnathan	00025786	LIEUTENANT	113,855.00	19,924.63	\$33,295.17	
FB0	16	6000 - POLICY AND PLANNING	6409 - EMERGENCY COMMUNICATIONS	Boone,Teres C	00021768	LIEUTENANT - EMS - ELO1	113,855.00	19,924.63	\$30,047.26	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Sneed,Terry D	00026241	LIEUTENANT	113,855.00	19,924.63	\$18,141.75	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lancaster,Alan M	00018379	LIEUTENANT	113,855.00	19,924.63	\$17,516.18	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Chism,Carl D	00023144	LIEUTENANT	113,855.00	19,924.63	\$10,673.92	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Best,Michael E	00020861	LIEUTENANT	113,855.00	19,924.63	\$9,852.85	
FB0	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Dypsky,Greg C	00007772	LIEUTENANT	113,855.00	19,924.63	\$9,383.67	

Agency Code	Fiscal Year	Program Number	Activity Number	Employee Name	Position Number	Position Title	Salary	Fringe	Overtime Pay	Bonus Pay
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Wilson,Checharna	00017283	BATTALION EMS SUPVR CAPTAIN	113,176.00	19,805.80	-	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Liriano,Nicole M.	00035069	BATTALION EMS SUPVR CAPTAIN	113,176.00	19,805.80	\$17,774.45	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Zink,Frederick L	00003609	BATTALION EMS SUPVR CAPTAIN	113,176.00	19,805.80	\$1,142.64	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lato,John	00011370	BATTALION EMS SUPVR CAPTAIN - OMD Aqua Program Mana	113,176.00	19,805.80	\$816.17	
FBO	16	1000 - ADMINISTRATIVE SUPPORT	010A - PERSONNEL-MASTER		00023106	HUMAN RESOURCES OFFICER II	112,725.00	19,726.88	-	
FBO	16	3000 - FIELD OPERATIONS	3307 - MARINE FIRE FIGHTING	Dipietro,David J	00008978	MARINE ENGINEER	112,570.00	19,699.75	\$63,286.86	
FBO	16	3000 - FIELD OPERATIONS	3307 - MARINE FIRE FIGHTING	Romero,Henry A	00007335	MARINE ENGINEER	112,570.00	19,699.75	\$44,339.85	
FBO	16	3000 - FIELD OPERATIONS	3309 - HIGH ARIEL RESCUE	Whiting,Darrell L	00007344	MARINE PILOT	112,570.00	19,699.75	\$3,711.10	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Boling Jr.,Joseph D	00001729	LIEUTENANT PARAMEDIC	112,432.00	19,675.60	\$36,524.96	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Brooks,Sean P	00005489	BATTALION FIRE CHIEF	112,373.00	19,665.28	\$8,026.64	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Hanson,James D.	00001694	BATTALION FIRE CHIEF	112,373.00	19,665.28	\$6,714.60	
FBO	16	3000 - FIELD OPERATIONS	3207 - ADVANCED LIFE SUPPORT SVC	Roque,Sarah	00028762	SUPV PUBLIC HEALTH ANALYST	111,650.00	19,538.75	\$2,294.47	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION		00028790	BATTALION EMS SUPVR CAPTAIN	111,137.00	19,448.98	-	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Rice Jr.,Edward C	00035396	CAPTAIN	111,137.00	19,448.98	\$39,329.23	
FBO	16	7000 - STATE SAFETY OVERSIGHT PROGRAM	7010 - RAIL SAFETY	Walko,Michael E.	00075470	CAPTAIN - RAIL SAFETY	111,137.00	19,448.98	\$34,812.00	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Barnes,Melonie C	00028865	BATTALION EMS SUPVR CAPTAIN	111,137.00	19,448.98	\$29,883.32	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Brown,Melonie C	00028790	BATTALION EMS SUPVR CAPTAIN	111,137.00	19,448.98	\$29,883.32	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Grover II,Jon C	00002478	CAPTAIN	111,137.00	19,448.98	\$18,071.18	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Cole,David M	00035292	BATTALION EMS SUPVR CAPTAIN	111,137.00	19,448.98	\$3,911.41	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Smith,Betty E	00021908	BATTALION EMS SUPVR CAPTAIN	111,137.00	19,448.98	\$954.13	
FBO	16	6000 - POLICY AND PLANNING	6309 - OFFICE OF EQUITY & DIVERSITY	Stewart-Ponder,Gitana Y	00039144	Diversity Program Manager	110,787.00	19,387.73	-	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Streat,Jonathan E	00024932	BATTALION EMS SUPVR CAPTAIN	110,672.00	19,367.60	\$58,873.29	
FBO	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Mcguire,Eric G	00016827	CAPTAIN	110,672.00	19,367.60	\$37,894.17	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Steen,Gary W	00003496	CAPTAIN	110,672.00	19,367.60	\$26,634.23	
FBO	16	6000 - POLICY AND PLANNING	6109 - OFFICE OF STANDARDS	Nickens,Keith D	00021292	CAPTAIN - Special Projects	110,672.00	19,367.60	\$16,517.97	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Gooding III,Wallace E	00021063	CAPTAIN	110,672.00	19,367.60	\$4,730.93	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Wilhelm,Jerry D	00025114	CAPTAIN	110,672.00	19,367.60	\$4,408.63	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Gordon,James E	00006130	CAPTAIN	110,672.00	19,367.60	\$3,245.92	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Washington,Robert	00017590	CAPTAIN	110,672.00	19,367.60	\$38.01	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lehan,Edwin M	00004254	SERGEANT PARAMEDIC	110,474.00	19,332.95	\$64,266.11	
FBO	16	1000 - ADMINISTRATIVE SUPPORT	010A - PERSONNEL-MASTER	Sullivan,Kevette	00014448	HUMAN RESOURCES OFFICER II	110,000.00	19,250.00	\$16,389.38	
FBO	16	4000 - EMPLOYEE PREPAREDNESS	4207 - SPECIALIZED TRAINING		00077746	Rail Safety & Facility Management	109,273.00	19,122.78	-	
FBO	16	2000 - FIRE PREVENTION AND EDUCATION	2401 - TECHNICAL INSPECTIONS		00006878	LIEUTENANT - Geographical	109,111.00	19,094.43	-	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Burton,Gerald E	00035463	LIEUTENANT	109,111.00	19,094.43	-	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Kelly,Patrick J	00035403	LIEUTENANT	109,111.00	19,094.43	-	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	King,Terry A	00025532	LIEUTENANT	109,111.00	19,094.43	-	
FBO	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Green,Kevin	00002498	LIEUTENANT	109,111.00	19,094.43	\$46,199.82	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Turner,Christopher John f	00016599	LIEUTENANT	109,111.00	19,094.43	\$38,762.16	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lehan,Richard K	00006083	LIEUTENANT	109,111.00	19,094.43	\$38,756.93	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Pitter,Leighton G	00006927	LIEUTENANT	109,111.00	19,094.43	\$37,275.05	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Forrester,Thomas K	00018459	LIEUTENANT	109,111.00	19,094.43	\$36,907.59	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lewis,Larry E	00005636	LIEUTENANT	109,111.00	19,094.43	\$36,651.89	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Gray Jr.,James L	00000744	LIEUTENANT	109,111.00	19,094.43	\$31,174.58	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Baker III,Jake W	00003861	LIEUTENANT	109,111.00	19,094.43	\$30,770.59	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Hoover,Edgar J	00023159	LIEUTENANT	109,111.00	19,094.43	\$30,158.08	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Carter,James E	00020028	LIEUTENANT	109,111.00	19,094.43	\$29,975.57	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Delahanty,Robert T	00006095	LIEUTENANT	109,111.00	19,094.43	\$28,027.15	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Humphries,Clifton D	00019050	LIEUTENANT	109,111.00	19,094.43	\$26,753.18	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Waby,Michael C	00004400	LIEUTENANT	109,111.00	19,094.43	\$26,709.25	
FBO	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Turnell,Gregory G	00005217	LIEUTENANT	109,111.00	19,094.43	\$25,498.80	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Hibben,David R	00022367	LIEUTENANT	109,111.00	19,094.43	\$20,070.59	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Bernard,Greig A	00026041	LIEUTENANT	109,111.00	19,094.43	\$20,008.68	
FBO	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lucas,Mark P	00004325	LIEUTENANT	109,111.00	19,094.43	\$19,187.65	



Agency Code	Fiscal Year	Program Number	Activity Number	Employee Name	Position Number	Position Title	Salary	Fringe	Overtime Pay	Bonus Pay
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lytton,Anthony G	00005163	LIEUTENANT	109,111.00	19,094.43	\$17,198.46	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	White,Joseph L	00014140	LIEUTENANT	109,111.00	19,094.43	\$17,086.07	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Robey Jr.,George A	00008051	LIEUTENANT	109,111.00	19,094.43	\$14,896.59	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Mcclure,Walter F	00004754	LIEUTENANT	109,111.00	19,094.43	\$13,863.70	
FB0	16	6000 - POLICY AND PLANNING	6109 - OFFICE OF STANDARDS	Spalding,David S	00002692	LIEUTENANT	109,111.00	19,094.43	\$13,376.56	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Hickerson,Calvin N	00027019	LIEUTENANT	109,111.00	19,094.43	\$13,039.40	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Carroll,Jamal D	00018686	LIEUTENANT	109,111.00	19,094.43	\$11,147.18	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Barksdale,Timothy M	00004665	LIEUTENANT	109,111.00	19,094.43	\$8,093.42	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Thomas,John E	00002740	LIEUTENANT - EMS	109,111.00	19,094.43	\$6,399.09	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	White,Daniel J	00006443	LIEUTENANT	109,111.00	19,094.43	\$6,138.49	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Sefton,Scott A	00028749	CAPTAIN	109,111.00	19,094.43	\$5,034.42	
FB0	16	2000 - FIRE PREVENTION AND EDUCATION	2401 - TECHNICAL INSPECTIONS	Davis,Mark S	00021487	LIEUTENANT - Technical	109,111.00	19,094.43	\$4,543.66	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Glaze,Charles M	00008613	LIEUTENANT	109,111.00	19,094.43	\$3,841.44	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lacore,Michael D	00023102	LIEUTENANT	109,111.00	19,094.43	\$3,597.07	
FB0	16	6000 - POLICY AND PLANNING	6409 - EMERGENCY COMMUNICATIONS	Rogers,Timothy	00028867	LIEUTENANT - EMS	109,111.00	19,094.43	\$3,559.60	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lewis,Todd O	00004749	LIEUTENANT	109,111.00	19,094.43	\$3,545.71	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Roach,Bernard T	00000852	LIEUTENANT	109,111.00	19,094.43	\$2,203.20	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Wiggins,Garry W	00005499	LIEUTENANT	109,111.00	19,094.43	\$1,498.78	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Rinker,Thomas G	00005631	LIEUTENANT	109,111.00	19,094.43	\$674.45	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Costello,Craig B	00027465	BATTALION EMS SUPVR CAPTAIN	108,118.00	18,920.65	\$33,840.92	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Johnson,Tracie R	00006117	BATTALION EMS SUPVR CAPTAIN	108,118.00	18,920.65	\$20,049.35	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Pratt,LaVerne C	00035070	BATTALION EMS SUPVR CAPTAIN	108,118.00	18,920.65	\$12,326.64	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Della-Camera,Susie L	00011183	BATTALION EMS SUPVR CAPTAIN - OMD Aqua Program Mana	108,118.00	18,920.65	\$10,837.82	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Nelson,Wayne R	00009140	LIEUTENANT	108,024.00	18,904.20	\$1,038.69	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Steptoe,Charles Y.	00000069	BATTALION EMS SUPVR CAPTAIN	107,943.00	18,890.03	\$24,774.01	
FB0	16	3000 - FIELD OPERATIONS	3309 - HIGH ARIEL RESCUE	Schaffer,Richard D	00004183	MARINE PILOT	107,676.00	18,843.30	\$61,381.26	
FB0	16	3000 - FIELD OPERATIONS	3207 - ADVANCED LIFE SUPPORT SVC		00004254	BATTALION FIRE CHIEF - EMS	107,022.00	18,728.85	-	
FB0	16	2000 - FIRE PREVENTION AND EDUCATION	2307 - PUBLIC OUTREACH	Taylor,Aleazor A	00023586	Juvenile Fire Setters Counselor	106,468.00	18,631.90	\$3,854.43	
FB0	16	3000 - FIELD OPERATIONS	3207 - ADVANCED LIFE SUPPORT SVC	Adeleye,John A	00022815	QUALITY ASSURANCE MANAGER	106,000.00	18,550.00	\$12,650.18	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Smith,Victor A	00026840	SERGEANT PARAMEDIC AIDE	105,871.00	18,527.43	\$32,246.87	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Kauffman,Edward F.	00003960	CAPTAIN	105,642.00	18,487.35	\$34,032.69	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Mccoy,Daniel W	00000925	CAPTAIN	105,642.00	18,487.35	\$12,915.06	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Grace,Brian M.	00021334	CAPTAIN	105,642.00	18,487.35	\$11,391.38	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Rudy,Brian	00003068	CAPTAIN	105,642.00	18,487.35	\$10,157.90	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Shymansky,Mychael S	00011731	CAPTAIN	105,642.00	18,487.35	\$9,022.09	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	White,Michael G	00002751	CAPTAIN	105,642.00	18,487.35	\$6,632.15	
FB0	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Griffin,William C	00023718	CAPTAIN	105,642.00	18,487.35	\$4,105.34	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Matthews Jr.,James R	00002944	CAPTAIN	105,201.00	18,410.18	\$23,868.31	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Patton,Jeffrey L	00017590	CAPTAIN	105,201.00	18,410.18	\$3,612.67	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Ellerbe,Robert A	00026013	LIEUTENANT	104,367.00	18,264.23	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Marconi,Ronnie	00005634	LIEUTENANT	104,367.00	18,264.23	-	
FB0	16	4000 - EMPLOYEE PREPAREDNESS	4207 - SPECIALIZED TRAINING	Aceto,Joseph M	00027598	LIEUTENANT	104,367.00	18,264.23	-	
FB0	16	4000 - EMPLOYEE PREPAREDNESS	4207 - SPECIALIZED TRAINING		00002062	LIEUTENANT - In Service Training Coordinator	104,367.00	18,264.23	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Thorpe,Anthony D	00017633	LIEUTENANT	104,367.00	18,264.23	\$62,519.85	
FB0	16	3000 - FIELD OPERATIONS	3206 - BASIC LIFE SUPPORT SVC	Williams,Adrian C	00004668	LIEUTENANT	104,367.00	18,264.23	\$37,058.94	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Shine,Richard B	00022160	LIEUTENANT	104,367.00	18,264.23	\$32,394.80	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Robertson,Dion X	00004340	LIEUTENANT	104,367.00	18,264.23	\$29,108.89	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lorentz,Michael S	00004718	LIEUTENANT	104,367.00	18,264.23	\$28,779.83	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Clark,Lawrence L	00025677	LIEUTENANT	104,367.00	18,264.23	\$25,192.66	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Thorne,Jeffrey D	00018982	LIEUTENANT	104,367.00	18,264.23	\$22,149.38	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Charron Jr.,Edward J	00006023	LIEUTENANT	104,367.00	18,264.23	\$21,468.41	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	McCloskey,Walter W	00022632	LIEUTENANT	104,367.00	18,264.23	\$19,651.24	
FB0	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Wright,Alfred Jr	00006041	LIEUTENANT	104,367.00	18,264.23	\$19,633.46	

Agency Code	Fiscal Year	Program Number	Activity Number	Employee Name	Position Number	Position Title	Salary	Fringe	Overtime Pay	Bounus Pay
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Adams,Jack M	00017824	LIEUTENANT	104,367.00	18,264.23	\$19,282.13	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Cooper,Robert W	00004715	LIEUTENANT	104,367.00	18,264.23	\$18,783.61	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Hicks,Keith A	00023689	LIEUTENANT	104,367.00	18,264.23	\$17,490.13	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Spotts,Andrew L	00003523	LIEUTENANT	104,367.00	18,264.23	\$16,629.95	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Copeland,Richard A	00017902	LIEUTENANT	104,367.00	18,264.23	\$16,080.39	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Walker,Earl G	00006437	LIEUTENANT	104,367.00	18,264.23	\$14,407.82	
FB0	16	6000 - POLICY AND PLANNING	6109 - OFFICE OF STANDARDS	Johnson,Gregory M	00025731	LIEUTENANT - Recruiting	104,367.00	18,264.23	\$13,717.84	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Waddy,Eric A	00000852	LIEUTENANT	104,367.00	18,264.23	\$13,153.42	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Carey,Michael G	00003807	LIEUTENANT	104,367.00	18,264.23	\$11,299.49	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Darmstead,Wayne V	00025859	LIEUTENANT	104,367.00	18,264.23	\$10,713.87	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Morris,Richard D	00004397	LIEUTENANT	104,367.00	18,264.23	\$9,497.67	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Sadowski,Mark R	00007954	LIEUTENANT	104,367.00	18,264.23	\$9,461.87	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Reynolds,Vanzago	00004774	LIEUTENANT	104,367.00	18,264.23	\$8,601.70	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Thornton,John C	00017948	LIEUTENANT	104,367.00	18,264.23	\$8,028.25	
FB0	16	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Ward,James V	00002734	LIEUTENANT	104,367.00	18,264.23	\$7,956.56	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Sampson,Hosea L	00003359	LIEUTENANT	104,367.00	18,264.23	\$6,092.87	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Jenkins,Tyrone A	00023188	LIEUTENANT	104,367.00	18,264.23	\$2,736.40	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Clemencia,Kishia T	00002766	LIEUTENANT	104,367.00	18,264.23	\$2,432.35	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Wright,Robert	00027446	LIEUTENANT	104,367.00	18,264.23	\$860.17	
FB0	16	6000 - POLICY AND PLANNING	6109 - OFFICE OF STANDARDS	Frazier,Troy L	00025731	LIEUTENANT - Recruiting	104,367.00	18,264.23	\$451.59	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Kavlick,Craig M	00035402	LIEUTENANT	104,367.00	18,264.23	\$358.40	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Capps,Michael T	00007075	LIEUTENANT	104,367.00	18,264.23	\$143.36	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION		00004263	BATTALION FIRE CHIEF	103,905.00	18,183.38	-	
FB0	16	1000 - ADMINISTRATIVE SUPPORT	060A - LEGAL SERVICES	Washington,Angela Y.	00024516	INFORMATION & PRIVACY OFFICER	103,602.55	18,130.45	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lee Jr.,Cranston V	00004284	LIEUTENANT	103,523.00	18,116.53	\$28,432.28	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Troy,Donnell D	00005204	LIEUTENANT	103,523.00	18,116.53	\$18,516.15	
FB0	16	2000 - FIRE PREVENTION AND EDUCATION	2107 - INSPECTIONS	Hazel,Aaron C	00016286	LIEUTENANT - Adminstrative Officer	103,523.00	18,116.53	\$14,352.61	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Valentine,Guy A	00017113	LIEUTENANT	103,523.00	18,116.53	\$2,630.73	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Dickey,Jeffrey L	00005631	LIEUTENANT	103,523.00	18,116.53	\$1,990.82	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lacey,La'kisha L	00022804	BATTALION EMS SUPVR CAPTAIN	102,969.00	18,019.58	\$24,259.08	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Moulton,Sharon P.	00007684	BATTALION EMS SUPVR CAPTAIN	102,969.00	18,019.58	\$14,957.40	
FB0	16	6000 - POLICY AND PLANNING	6409 - EMERGENCY COMMUNICATIONS	Bianchi,Todd	00028792	BATTALION EMS SUPVR CAPTAIN - ELO-4	102,969.00	18,019.58	\$7,008.83	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Weinroth,Derek A.	00023691	BATTALION EMS SUPVR CAPTAIN	102,969.00	18,019.58	\$3,055.65	
FB0	16	3000 - FIELD OPERATIONS	3307 - MARINE FIRE FIGHTING	Smith Jr.,Marvin L	00006106	MARINE ENGINEER	102,781.00	17,986.68	\$18,424.36	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Simpson,Donald R	00017096	SERGEANT	101,675.00	17,793.13	\$5,027.88	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Martin,Dwayne A	00012725	SERGEANT PARAMEDIC AIDE	101,267.00	17,721.73	\$13,353.92	
FB0	16	2000 - FIRE PREVENTION AND EDUCATION	2107 - INSPECTIONS	Hicks,Stanley M	00021459	SERGEANT PARAMEDIC AIDE	101,267.00	17,721.73	\$3,338.48	
FB0	16	100F - AGENCY FINANCIAL OPERATIONS	103F - ASSOCIATE CFO OPERATIONS	Penn,Milissa U	00009227	EXECUTIVE ASST	101,171.00	17,704.93	-	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Bowers,Eric M.	00026011	CAPTAIN	100,611.00	17,606.93	\$4,284.34	
FB0	16	100F - AGENCY FINANCIAL OPERATIONS	101F - AGENCY FISCAL OFFICER OPERATIONS		00090604	BUDGET OFFICER	100,585.00	17,602.38	-	
FB0	16	4000 - EMPLOYEE PREPAREDNESS	4207 - SPECIALIZED TRAINING	Robinson,Karl H	00002063	BATTALION EMS SUPVR CAPTAIN	100,419.00	17,573.33	\$38,801.27	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Auth,Jason C.	00003021	CAPTAIN	100,419.00	17,573.33	\$26,307.55	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Bell Sr.,Renaldo D	00005160	BATTALION EMS SUPVR CAPTAIN	100,419.00	17,573.33	\$20,549.85	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Palmer,Jason L	00016277	CAPTAIN	100,419.00	17,573.33	\$9,000.47	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Cormicle,Matthew C.	00009204	CAPTAIN	100,419.00	17,573.33	\$6,362.40	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Spencer,Jack M	00012380	CAPTAIN	100,419.00	17,573.33	\$5,552.02	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Simister,William	00017694	CAPTAIN	100,419.00	17,573.33	\$4,517.48	
FB0	16	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Paramore,Reginald K	00017283	BATTALION EMS SUPVR CAPTAIN	100,000.00	17,500.00	\$6,755.28	
AGENCY GRAND TOTAL							\$37,202,140.90	\$6,510,374.66	\$4,697,842.41	\$0.00



# **ATTACHMENT**

QUESTION 25

(OVERTIME)

**FIRE AND EMERGENCY MEDICAL SERVICES (FB0)**  
**TOP 25 - FY 2016 OVERTIME EARNERS BY EMPLOYEE**

Agency Code	Fiscal Year	Program Number	Activity Number	Employee Name	Position Number	Position Title	Salary	Fringe	Overtime Pay	Worker's Comp
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Bell,Ricardo A	00019174	FIREFIGHTER PARAMEDIC	83,661.00	14,640.68	114,746.70	
FB0	FB0	6000 - POLICY AND PLANNING	6409 - EMERGENCY COMMUNICATIONS	Watson,Johnetta E	00025258	BATTALION EMS SUPVR CAPTAIN - OMD Quality Management	124,494.00	21,786.45	114,423.74	
FB0	FB0	2000 - FIRE PREVENTION AND EDUCATION	2204 - INVESTIGATIONS	Ford,Scott C	00002997	FIRE ARSON INVESTIGATOR ARMED	86,458.00	15,130.15	91,386.58	
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Robinson,Wayne P	00026152	FIREFIGHTERTECH	89,747.00	15,705.73	75,939.77	
FB0	FB0	3000 - FIELD OPERATIONS	3206 - BASIC LIFE SUPPORT SVC	Lyles,Aretha G	00010556	PARAMEDIC	67,727.00	11,852.23	74,125.36	
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Turner,Stephen J	00028884	FIREFIGHTER PARAMEDIC	91,629.00	16,035.08	72,686.44	
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Washington,John N	00017740	BATTALION EMS SUPVR CAPTAIN	124,494.00	21,786.45	69,204.00	
FB0	FB0	3000 - FIELD OPERATIONS	3207 - ADVANCED LIFE SUPPORT SVC	Ibrahim,Jane N	00036620	PARAMEDIC	64,593.00	11,303.78	67,586.79	
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lewis,Angel M	00014798	BATTALION EMS SUPVR CAPTAIN	116,429.00	20,375.08	67,410.47	
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lehan,Edwin M	00004254	SERGEANT PARAMEDIC	110,474.00	19,332.95	64,266.11	
FB0	FB0	3000 - FIELD OPERATIONS	3307 - MARINE FIRE FIGHTING	Dipietro,David J	00008978	MARINE ENGINEER	112,570.00	19,699.75	63,286.86	
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Thorpe,Anthony D	00017633	LIEUTENANT	104,367.00	18,264.23	62,519.85	
FB0	FB0	3000 - FIELD OPERATIONS	3309 - HIGH ARIEL RESCUE	Schaffer,Richard D	00004183	MARINE PILOT	107,676.00	18,843.30	61,381.26	
FB0	FB0	2000 - FIRE PREVENTION AND EDUCATION	2204 - INVESTIGATIONS	Wilson,Lawrence S	00011595	FIRE ARSON INVESTIGATOR ARMED - K9	86,458.00	15,130.15	60,053.43	
FB0	FB0	2000 - FIRE PREVENTION AND EDUCATION	2204 - INVESTIGATIONS	Rucker,Tomi	00023142	FIRE ARSON INVESTIGATOR ARMED	86,458.00	15,130.15	59,014.32	
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Streat,Jonathan E	00024932	BATTALION EMS SUPVR CAPTAIN	110,672.00	19,367.60	58,873.29	
FB0	FB0	3000 - FIELD OPERATIONS	3206 - BASIC LIFE SUPPORT SVC	Lantz,Larry E	00035284	EMS Preceptor	76,062.00	13,310.85	58,769.00	
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Dean,Thomas P	00024454	BATTALION FIRE CHIEF	131,362.00	22,988.35	56,144.89	
FB0	FB0	4000 - EMPLOYEE PREPAREDNESS	4207 - SPECIALIZED TRAINING	Gee,Dana D	00035037	FIREFIGHTER PARAMEDIC	91,629.00	16,035.08	55,763.02	
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Skursky,Alan J	00000347	BATTALION FIRE CHIEF	135,303.00	23,678.03	54,726.57	
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Greene,Sean M	00000208	BATTALION FIRE CHIEF	140,654.00	24,614.45	54,138.65	
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Taylor,Rodney L	00014641	FIRE ARSON INVESTIGATOR ARMED - K9	94,692.00	16,571.10	53,752.03	
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Holmes,Christopher Y.	00006102	LIEUTENANT - K9	94,521.00	16,541.18	52,042.77	
FB0	FB0	2000 - FIRE PREVENTION AND EDUCATION	2204 - INVESTIGATIONS	Bouknight,Anthony J	00017273	BATTALION EMS SUPVR CAPTAIN - ELO1-2	116,429.00	20,375.08	51,805.72	
FB0	FB0	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Battle,Charles E	00006030	BATTALION FIRE CHIEF	136,558.00	23,897.65	51,711.72	
<b>AGENCY GRAND TOTAL</b>							<b>\$2,585,117.00</b>	<b>\$452,395.48</b>	<b>\$1,665,759.34</b>	<b>\$0.00</b>

**FIRE AND EMERGENCY MEDICAL SERVICES (FB0)**  
**TOP 25 - FY 2017 OVERTIME EARNERS BY EMPLOYEE**

Agency Code	Fiscal Year	Program Number	Activity Number	Employee Name	Position Number	Position Title	Salary	Fringe	Overtime Pay	Worker's Comp
FB0	17	6000 - POLICY AND PLANNING	6409 - EMERGENCY COMMUNICATIONS	Watson,Johnetta E	00025258	BATTALION EMS SUPVR CAPTAIN - ELO-3-2	124,494.00	22,994.04	68,681.19	
FB0	17	3000 - FIELD OPERATIONS	3206 - BASIC LIFE SUPPORT SVC	Lyles,Aretha G	00010556	PARAMEDIC	73,512.00	13,577.67	41,261.21	
FB0	17	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Bell,Ricardo A	00019174	FIREFIGHTER PARAMEDIC	87,645.00	16,188.03	34,808.19	
FB0	17	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lewis,Angel M	00014798	BATTALION EMS SUPVR CAPTAIN	116,429.00	21,504.44	30,086.83	
FB0	17	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Lehan,Edwin M	00023569	SERGEANT PARAMEDIC AIDE	110,474.00	20,404.55	30,046.50	
FB0	17	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Costello,Craig B	00027465	BATTALION EMS SUPVR CAPTAIN	113,340.00	20,933.90	29,502.65	
FB0	17	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Thorpe,Anthony D	00017633	LIEUTENANT - Telestaff Officer - 3	104,367.00	19,276.58	28,978.68	
FB0	17	2000 - FIRE PREVENTION AND EDUCATION	2204 - INVESTIGATIONS	Rucker,Tomi	00023142	FIRE ARSON INVESTIGATOR ARMED	90,575.00	16,729.20	28,694.90	
FB0	17	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Streat,Jonathan E	00024932	BATTALION EMS SUPVR CAPTAIN	121,721.00	22,481.87	28,632.88	
FB0	17	6000 - POLICY AND PLANNING	6409 - EMERGENCY COMMUNICATIONS	Bouknight,Anthony J	00017273	BATTALION EMS SUPVR CAPTAIN - ELO-4-1	121,721.00	22,481.87	28,089.48	
FB0	17	3000 - FIELD OPERATIONS	3309 - HIGH ARIEL RESCUE	Schaffer,Richard D	00004183	MARINE PILOT	107,676.00	19,887.76	27,991.34	
FB0	17	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Elborne,Ryan J	00035158	BATTALION EMS SUPVR CAPTAIN	102,969.00	19,018.37	27,827.65	
FB0	17	3000 - FIELD OPERATIONS	3307 - MARINE FIRE FIGHTING	Dipietro,David J	00008978	MARINE ENGINEER	117,464.00	21,695.60	27,429.79	
FB0	17	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Robinson,Wayne P	00026152	FIREFIGHTER TECH	89,747.00	16,576.27	27,429.54	
FB0	17	4000 - EMPLOYEE PREPAREDNESS	4207 - SPECIALIZED TRAINING	Gee,Dana D	00035037	FIREFIGHTER PARAMEDIC	91,629.00	16,923.88	26,840.52	
FB0	17	3000 - FIELD OPERATIONS	3207 - ADVANCED LIFE SUPPORT SVC	Ibrahim,Jane N	00036620	PARAMEDIC	68,526.00	12,656.75	26,092.78	
FB0	17	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Gomez,Andres A	00015947	FIREFIGHTER EMT	68,919.00	12,729.34	24,471.91	
FB0	17	2000 - FIRE PREVENTION AND EDUCATION	2204 - INVESTIGATIONS	Ford,Scott C	00002997	FIRE ARSON INVESTIGATOR ARMED	86,458.00	15,968.79	24,390.53	
FB0	17	3000 - FIELD OPERATIONS	3304 - SPECIAL OPERATIONS TRAINING	Burton,Edgar O	00005078	FIREFIGHTER TECH	86,008.00	15,885.68	24,160.21	
FB0	17	5000 - OPERATIONS SUPPORT	5105 - FIELD INFRASTRUCTURE	Ellerbe,Runako	00016166	HEAVY MOBILE EQUIP MECH FORMAN	77,833.60	14,375.87	23,858.30	
FB0	17	5000 - OPERATIONS SUPPORT	5105 - FIELD INFRASTRUCTURE	Alatishe,Moshood	00004143	HEAVY MOBILE EQUIP MECH	66,913.60	12,358.94	23,573.53	
FB0	17	3000 - FIELD OPERATIONS	3206 - BASIC LIFE SUPPORT SVC	Gale,Tyrone M	00003909	EMERGENCY MEDICAL TECH - Aqua Program	59,128.00	10,920.94	23,333.36	
FB0	17	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Gay,Kevin L.	00009833	FIREFIGHTER PARAMEDIC	69,412.00	12,820.40	22,620.86	
FB0	17	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Washington,John N	00017740	BATTALION EMS SUPVR CAPTAIN	130,153.00	24,039.26	22,615.87	
FB0	17	3000 - FIELD OPERATIONS	3201 - FIRE SUPPRESSION	Turner,Stephen J	00033867	FIREFIGHTER EMT	91,629.00	16,923.88	22,356.61	
<b>AGENCY GRAND TOTAL</b>							<b>\$2,378,743.20</b>	<b>\$439,353.87</b>	<b>\$723,775.31</b>	<b>\$0.00</b>

# **ATTACHMENT**

## **QUESTION 27**

**(CBA)**

COLLECTIVE  
BARGAINING AGREEMENT

*Between*



D.C. FIRE FIGHTERS ASSOCIATION  
LOCAL #36  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
AFL- CIO

*And*

DISTRICT OF COLUMBIA  
FIRE & EMS DEPARTMENT

For Fiscal Years  
2011 - 12 - 13 - 14

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE DISTRICT OF COLUMBIA GOVERNMENT  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 36, AFL-CIO, MWC



Fiscal Years 2011-2014

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## **PREAMBLE**

### **Section A:**

This Agreement is entered into between the District of Columbia Government and the Fire and Emergency Medical Services Department (the "Department"), (jointly referred to as the "Employer") and International Association of Fire Fighters, Local 36, AFL-CIO (the "Union").

### **Section B:**

The Employer and the Union recognize the need to provide efficient service to the public and to maintain the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith and both parties agree that this Agreement expresses the results of their negotiations.

## **ARTICLE 1 RECOGNITION**

The Union is the exclusive bargaining representative for a bargaining unit defined as:

All sworn employees of  
the D.C. Fire and  
Emergency Medical  
Services Department  
through the rank of  
Captain.

## **ARTICLE2**

### **UNION RIGHTS**

#### **Section A - Union Membership:**

Pursuant to D.C. Official Code §1-617.06, all employees shall have the right to organize or refrain from organizing, a labor organization free from interference, restraint, or coercion; to form, join, or assist any labor organization or to refrain from such activity; and, to bargain collectively through representatives of their own choosing as provided in this subchapter or to refrain from such activity. The Employer and the Union recognize the right of any employee to refrain from joining the Union. Any employee choosing to do so shall be free from coercion, restraint, or discrimination.

#### **Section B - Release of Information:**

Upon request, the Employer shall provide to the Union, within a reasonable period of time, reasonable information, statistics and records reasonably related to the Union's performance of its functions in negotiating, administering, and enforcing this collective bargaining agreement or legislative and regulatory information reasonably related to bargaining unit employees; provided, such information is not restricted by law or is not confidential.

**ARTICLE3**  
**UNION REPRESENTATION AND DUES**  
**CHECKOFF**

**Section A - Union Representation:**

Pursuant to D.C. Official Code§ 1-617.11(a), the Union shall have the right to act for and negotiate agreements covering all employees in the unit and shall be responsible for representing the interest of all such employees without discrimination and without regard to membership in the labor organization: Provided, however, that the employee pays dues or service fees consistent with law.

**Section B - Dues Checkoff:**

With respect to each employee who has already executed an appropriate Union dues authorization form along with the required D.C. official form (currently a D.C. Form 277) authorizing deduction of dues for the Union and each employee who after the execution of this Agreement voluntarily executes an appropriate Union dues authorization form and D.C. Form 277 (or other appropriate form) authorizing dues deduction for the Union, the District of Columbia Government shall deduct his/her dues each pay period and remit the dues to the Union. A charge of \$0.10 per deduction per pay period payable to the Office of Labor Relations and Collective Bargaining (OLRCB) will be imposed upon the Union for providing such check-off service. This charge shall increase to\$ 0.15 per deduction per pay period starting October 1,2005. A copy of each executed form for cancellation of voluntary Union dues shall be forwarded to OLRCB.

**Section C - Service Fee:**

(1) Upon written proof that sixty percent (60%) of the employees in the bargaining unit are members of the Union, the Employer shall, as soon as practicable, begin bi-weekly deduction of a service fee from the pay of non-union members. The service fee, to be established by the Union in an amount equal to or less than Union dues, shall be subject to the same processing charge applicable to Union dues as described in Section B above (again, payable to OLRCB), and will be remitted to the Union at the same time and in the same manner as Union dues.

(2) Any dispute concerning the amount, propriety or method of collection of the service fee shall be solely between the affected bargaining unit members and the Union. The Union will provide an internal review procedure for non-members regarding the amount of the service fee.

**Section D - Hold Harmless:**

The Union shall indemnify, defend and otherwise hold the Employer harmless for mistakes, omissions, timely deductions made or not made, etc. Should any employee pursue a claim for recovery of any monies under this Article, it shall be a matter solely between the Union and the employee.

**ARTICLE4**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**Section A - Policy:** It is the continuing policy of the Employer that all employees are assured equal opportunity in employment matters. In accordance with

the D.C. Human Rights Act of 1977, as amended, D.C. Official Code § 2-1401.01 et seq., the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of this act will not be tolerated and violators will be subject to disciplinary action. The Union agrees to cooperate with and assist the Employer in achieving these objectives.

**Section B - Advisory Committee:**

In furtherance of this policy a joint Equal Opportunity Advisory Committee shall be established and shall meet at least quarterly. The Committee shall consist of five (5) employees of the Fire Department, three (3) to be selected by the Fire Chief, and two (2) to be selected by the Union from the bargaining unit. A suitable number of alternates shall be selected by both the Employer and the Union. It is understood that the Committee shall meet with no more than five (5) members present, three (3) for the Employer and two (2) for the Union.

**Section C - Advisory Committee Functions:**

The Advisory Committee will perform the following functions:

- (1) Assist in continuing the development of affirmative action programs, recommending

programs that foster the equitable treatment of members of minority groups, including the recommendation of policies that promote (a) the encouragement to seek employment; (b) the assurance of receiving consideration for initial employment and subsequent promotion based on merit; and (c) the enjoyment of equal opportunities for career development.

- (2) Identify possible problem areas in equal employment opportunities and suggest corrective action.
- (3) Develop specific and realistic plans (including both short and long range objectives) for achieving definite and measurable progress with regard to equality of treatment and opportunity.
- (4) Promote understanding and support of the Equal Employment Opportunity (EEO) Program.
- (5) Report progress made relative to the objectives which have been established.

**Section D - Miscellaneous:**

- (1) Allegations of discrimination based on statutorily protected individual employment rights including but not limited to the D.C. Human Rights Act may not be grieved under this Agreement and shall be filed with the appropriate agency or court as provided by the relevant statute.



- (2) Members of the Fire Department selected as EEO Counselors shall receive appropriate training to be defined by Management before assuming that position so they can effectively carry out their responsibilities as Counselors.
- (3a) During the course of conducting an investigation into the merits of any EEO complaint, the Counselor shall interview all principal parties, including any member of the Department alleged to have engaged in a discriminatory act.
- (3b) Before a final decision with respect to an EEO complaint is made by the Fire Chief, or his designee, the individual member(s) of the Department alleged to have engaged in any discriminatory act(s) shall be afforded a reasonable opportunity to be heard by the official responsible for making such final decision. A copy of any such final decision shall be promptly transmitted to the individual member(s) alleged to have engaged in any discriminatory act(s).
- (4) Any person accused of having engaged in any discriminatory action or having violated EEO regulations shall be afforded the opportunity of having a representative of his/her choice present for advisory purposes only at each stage of the EEO investigatory process.

**ARTICLES**  
**MANAGEMENT RIGHTS**

The provisions of the D.C. Official Code Section 1-617.8 (2001 Ed.) prescribe the management rights and as such are beyond the scope of negotiations.

**ARTICLE 6**  
**EXISTING RIGHTS AND BENEFITS**

All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the Employer's direction and control; provided, however, that if the Employer desires to institute a change that impacts upon a term(s) or condition(s) of employment of the entire bargaining unit or any group of employees, the following procedure shall apply:

- (1) The Employer shall provide the Union advance notice if possible;
- (2) Upon request of the Union, the parties shall promptly negotiate about the impact of such change;
- (3) If the parties reach impasse, the parties may jointly request the assistance of a third-party to resolve the impasse, through mediation, fact-finding or other mutually agreeable process. Either party may invoke "last best offer" item by item interest arbitration within a reasonable period after reaching impasse.

- (4) Should an arbitrator's award issue pursuant to the terms of this Article, the arbitrator's award shall be final and binding on both parties, and, at the arbitrator's direction, may be retroactive.

## **ARTICLE 7**

### **NO STRIKE OR LOCK OUT**

#### **Section A - Authority:**

Under the provisions of D.C. Official Code, Section 1-617.5 (2001 ed.), it is unlawful to participate in, authorize or ratify a strike.

#### **Section B - Strikes:**

The term "strike" as used herein means a concerted refusal to perform duties or any unauthorized concerted work stoppage or slowdown. At no time shall employees be required to act as strike breakers; nor shall employees be required to go through picket lines; except to perform their duties as required at fires or other scenes of emergency, and to perform duties that are essential to the operation of the Fire Department; provided, however, that nothing in this section shall be construed to authorize conduct in violation of § 1-617.05.

#### **Section C - Lockouts:**

No lockout of employees shall be instituted by the Employer during the term of this Agreement, except that the Fire Department in a strike situation retains the right to close down any facilities to provide for the safety of employees, equipment or the public.

**ARTICLES**  
**INVESTIGATIONS AND SUPERVISORY**  
**QUESTIONING**

**Section A - Policy:**

This Agreement recognizes that the employee is granted certain constitutional rights and privileges and duly respects these liberties. However, the Employer and the Union also agree that certain circumstances will arise which will lead to an investigation or questioning of employees for a violation of applicable rules and regulations. It is in this context that the following sections will apply.

**Section B - Definitions:**

To accomplish the objective of Employee Rights, the following definitions are applicable:

- (1) **Investigation** - A duly authorized investigation as delegated from the Fire Chief, when there is reason to believe a disciplinary action will probably be taken.
- (2) **Questioning** - Questions asked by an immediate supervisor regarding a violation of the Rules and Regulations, Order Book, or other applicable regulation or law. Questioning may or could lead to a duly authorized investigation.

**Section C - Employee Rights:**

- (1) In the course of an investigation, if the employee is to be interrogated, he/she shall be notified verbally of his/her right to remain silent only in

the event that information provided may subject the employee to criminal prosecution.

- (2) If an employee can reasonably expect discipline to result from an investigatory interview, at the request of the employee, questioning shall be delayed for no longer than twenty-four (24) hours in order to give the employee an opportunity to consult with a Union representative.
  - (a) An employee's Union representative may be present at all investigatory questioning sessions that may result in the interviewed employee's discipline under this Article, but may not answer questions on behalf of the employee nor shall the Union representative or the employee be permitted to disrupt the interview process. In no event, however, may a Union representative be present in any criminal questioning session conducted by any law enforcement agency. If the questioning session is of an administrative nature that may result in discipline, a Union representative may be present.
  - (b) In no case shall a Union representative be permitted to represent an employee subject to any form of questioning if the Union representative is himself/herself implicated in the investigation. In any situation in which a Union representative is disqualified for that reason, the employee to be questioned shall have the right to select an alternate Union representative to be present during the

investigatory interview. Union representatives who attend questioning sessions shall be bound by the same confidentiality restrictions as the person being questioned.

- (3) Prior to commencement of any such questioning described in this Section, the member being questioned shall be informed of the name, rank and assignment of the official in charge of the questioning and the name, rank and assignment of persons to be present during the questioning.
- (4) The questioning will take place at a reasonable time, unless the exigencies of the situation require otherwise in the judgment of the official in charge of the investigation.
- (5) Polygraph Examinations:
  - (a) Polygraph tests shall be administered only with the consent of the employee, except where in the context of an investigation, the Department reasonably believes the test is necessary to discover or alleviate an immediate threat to the integrity of government operations or an immediate hazard to the Agency, to other District employees or to the employee himself or herself or to public health, safety or welfare. The Department shall promptly notify the Union whenever a polygraph test is administered without employee consent.

- (b) Except in those limited exigent circumstances identified in Section (a) where a polygraph examination may be necessary, any person who refuses to submit to a polygraph test shall not be subject to discipline or other adverse action as a result of that refusal.
- (6) Caucuses between the Union representative and the employee must be completed before the start of the investigatory questioning. With the understanding in Section 2(a), above, that neither the employee nor the Union representative may disrupt the interview process, the Union representative may confer privately with the employee in the interview room during questioning.

**Section D:**

- (1) The member being questioned shall be informed as to the nature of the investigation and the name of complainants, if known. Any other information that would jeopardize the security of the investigation need not be disclosed.
- (2) If the matter under investigation involves a possible violation of criminal law, at the point the investigation focuses upon the member being questioned as a possible suspect, that person shall be advised of his/her right to remain silent.

**Section E:**

If a questioning session is recorded, all portions of the session shall be recorded with proper notations as to when breaks and off-the-record discussions began and

ended. If a recording device is used, the individual being interviewed shall be notified. Upon written request from the individual being interviewed or from the Union (with permission from the employee), copies of tapes will be made available at the requesting party's own expense.

**Section F - Preclusions:**

This Agreement does not preclude the normal day-to-day supervision involving the exchange of questions and answers between supervisor and employee.

**Section G - Employee Refusal:**

In either case, investigation or questioning, the willful refusal of an employee to answer such questions may be considered adequate grounds for recommending dismissal of such employee.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

**Section A - Definition:**

A grievance means a complaint by a party or parties that:

- (1) There has been a violation, misapplication or misinterpretation of the Agreement, and/or
- (2) There has been a violation, misapplication or misinterpretation of a Department rule, regulation or order which affects a term(s) or condition(s) of employment. No complaint of a violation of Article 4 (Equal Employment Opportunity) of this Agreement may be asserted as a grievance under this procedure. Appeals/complaints concerning Equal Employment Opportunity



matters shall be handled exclusively by the appropriate legal authority having jurisdiction over such appeals/complaints.

**Section B - Procedure:**

- (1) An individual grievance may be raised by the affected employee with or without Union representation; provided, however, that the Union may, upon the employee's request, associate itself therewith at any time in the grievance/arbitration process. If a grievance is common to all members of a Division or all bargaining unit members, it may be filed by the Union as a class grievance directly at Step 3 of the grievance procedure.
- (2) In the case where an employee is initially represented in a grievance by a representative other than the Union representative and then desires Union representation in the same grievance, the acceptance of such representation shall be at the sole option of the Union.
- (3) Grievances shall be settled as follows:

**Step 1** - A discussion between the employee or employees and the official at the lowest level capable of resolving the grievance who is not a member of the certified bargaining unit.

At the employee's option, there may be present at such discussion a representative of the Union or any other representation selected by the aggrieved employee.

**Step 2** - If the dispute is not settled at Step 1 within ten (10) days, then within five (5) days thereafter, the matter shall be reduced to writing, and submitted to the official referred to in step 1, and again considered. An individual grievance common to all members of a Division or to all members of the bargaining unit must be signed by the Union President or his/her authorized designee.

**Step 3** - If the dispute is not settled at Step 2 within ten (10) days after reduction to writing, then the dispute shall be submitted in writing within another five (5) days to the Fire Chief. The Fire Chief or designee, and those he/she may further name, shall meet with the persons referred to in Step 1 within twenty (20) days of the submission if either party requests a meeting. The Fire Chief or designee shall render a decision on the grievance in writing within twenty (20) days of that meeting or, if no meeting is held, within twenty (20) days of the submission.

**Step 4** - If the Union is dissatisfied with such decision, it may submit the dispute to arbitration by notifying the Fire Chief and the OLR CB in writing within ten (10) days.

**Section C - Procedure for Arbitration:**

- (1) Within ten (10) days from the OLR CB's receipt of the request to arbitrate, both parties shall request the Federal Mediation and Conciliation Service (FMCS) to refer a panel of seven (7)

impartial arbitrators. The request shall require FMCS to refer only arbitrators (a) who are on the roster of labor arbitrators maintained by the American Arbitration Association (AAA), and (b) whose primary offices are located in the District of Columbia or a contiguous jurisdiction in Virginia (Alexandria, Arlington or Fairfax Counties, or wholly incorporated municipalities within those counties) or Maryland (Montgomery or Prince George's Counties, or wholly incorporated municipalities within those counties). Upon receipt of the panel, the parties will select one of the names on the panel as mutually agreeable or, if there is no mutually agreeable arbitrator, each party alternately strikes a name from the submitted panel until one remains. If, upon receipt of the first list, the parties agree that none of the submitted arbitrators are acceptable, the parties shall jointly request a new panel whose members meet the same requirements as listed above.

- (2) The Arbitration hearing shall be informal and the rules of evidence shall not strictly apply.
- (3) The hearing shall not be open to the public or persons not immediately involved, except those persons present on behalf of the respective parties.
- (4) Witnesses (other than the parties) shall be sequestered upon the request of either party.

- (5) Either party has the right to have a verbatim stenographic record made at its own expense. The expense shall be shared upon mutual agreement.
- (6) The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning and conclusions within thirty (30) days after the hearing or after the arbitrator receives the parties' briefs, if any, whichever is later.
- (7) The arbitrator's award shall be final and binding upon both parties, however, either party may exercise its right to obtain review of the arbitrator's award in an appropriate forum or forums.
- (8) The arbitrator shall not have the power to add to, subtract from or modify the provisions of this agreement through the award.
- (9) A statement of the arbitrator's fee and expenses shall accompany the award. The fee and expenses of the arbitrator shall be borne equally by the parties.

**Section D - General:**

- (1) No matter shall be entertained as a grievance unless it is raised within thirty (30) days of the occurrence of the event giving rise to the grievance or within thirty (30) days of the employee's (in the case of individual employee grievances brought by an individual or by the Union) or Union's (in the case of a class grievance filed by the Union on behalf of all

members of a division or on behalf of the entire bargaining unit) knowledge of the occurrence of the event giving rise to the grievance, whichever occurs later.

- (2) Any grievance not advanced to the next Step by the employee or the Union representative within the time limit specified in that Step shall be deemed dropped. If the department does not respond within the time limit specified in any Step, the employee or the Union may invoke the next Step, treating the lack of response as a denial of the grievance.
- (3) All time limits shall be strictly observed unless the parties mutually agree to extend said time limits. "Days" means calendar days.
- (4) The presentation and discussion of grievances shall be conducted at a time and place which will afford a fair and reasonable opportunity for both parties and witnesses to attend. When discussions and hearings required under this procedure are held during work hours of the participants, all unit employees entitled to be present (i.e., the grievant, witnesses, and the grievant's representative) shall be excused with pay for that purpose. The Union shall present to the Fire Chief or his designee a list of all persons who need to be released to participate in an arbitration hearing within a reasonable period of time prior to the hearing date to permit the Employer to arrange appropriate releases from duty for the participants. Participants shall only

be released for the length of time necessary for that participant to take part in the arbitration proceedings.

- (5) If the Union is not a party to a proceeding under this Article, then the disposition of the dispute shall not be a precedent with respect to the Union.
- (6) The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in an employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall any employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.

## **ARTICLE 10 EMPLOYEE INFORMATION**

The Employer shall timely notify the Union of any changes to the District of Columbia Official Code (Code), the District Personnel Manual (DPM), or any other law, regulation, or policy having an impact on members of the bargaining unit, and shall provide the Union, at no cost, with copies of such changes.

## **ARTICLE 11 CORRESPONDENCE**

Two (2) copies of all Special Orders, General Orders, Memoranda, Assistant Fire Chief Orders, Deputy Fire

Chief Orders, and any other Order or directive issued during the term of this Contract that affects Fire Department Policy or which will have an impact on members of the bargaining unit will be provided to the Union when posted or made available to members of the Department by facsimile, hand-delivery, or electronic mail.

**ARTICLE 12**  
**REPRESENTATION ON BOARDS AND**  
**COMMITTEES**

**Section A - Non-Voting Participants:**

It is agreed that the Union may appoint a non-voting participant to the following permanent Boards and Committees: Advisory Board of Awards, Suitability Board, Casualty Investigation Committee, and Accident Investigation Board.

**Section B - Observer:**

It is further agreed that the Union may appoint an observer to the: (a) Rating Panel considering Merit Promotion, and (b) Regular Fire Trial Board and Special Fire Trial Board unless there is objection by the defendant:

**Section C - Ad Hoc Committees:**

The Employer will consult with the Union whenever ad hoc committees are formed to determine whether or not Union representation would be appropriate. If it is mutually agreed that Union representation would be appropriate, the Union may appoint a participant.

**Section D - Benefits Committee:**

The Union may appoint one member to any city-wide joint labor-management benefits committee, if such a committee is established during the term of this agreement. The Union's delegate to this committee shall have the same rights and privileges while serving on the committee as any other union representative

**Section E - Information:**

Union participants, observers or representatives serving on the committees identified in this Article shall not have a right to receive or review confidential information or information that the Employer is prohibited by law from disclosing to them.

**Section F - Notification:**

The Department shall make every reasonable effort to provide the Union advance notice of board and committee meetings on which they participate to facilitate notification of their representatives.

**ARTICLE 13**

**LABOR-MANAGEMENT CONFERENCES**

**Section A - Scope:**

There shall be established a joint labor management committee which shall meet at least monthly unless the parties, by mutual consent, waive the meeting. The parties are under no obligation to reach agreement related to Departmental policy; however, to the extent the parties agree to modify Departmental policy during the term of this Agreement, such Agreements shall be effective.



**Section B - Request For Meetings or Conferences:**

Requests for meetings or conferences may be initiated by the Employer or the Union. Such requests may be made orally or in writing. The person requesting or arranging the conferences shall arrange for mutually agreeable dates, times, and location of meeting, and explain the nature of the subject(s) to be discussed. In either case, all meetings shall be held during working hours except under unusual circumstances. Attendance at such meetings will be limited to a representative group directly concerned with the subject(s) of discussion.

**Section C - Purpose:**

Meetings or conferences may be held for such purposes as:

- (1) dissemination of information;
- (2) the submission of suggestions for improving efficiency, economy of operation, working conditions, employee services;
- (3) proposing revisions of existing regulations, policies, and procedures;
- (4) to resolve other problems of any groups of employees;
- (5) to avoid future grievances; or
- (6) to further promote harmonious relations between the Employer and the Union.

**Section D - Limitations:**

Appeals, grievances or problems of individual employees are not subject to discussion at any meetings under the provisions of this Article.

**Section E-Labor-Management Partnerships:**

(1) Consistent with the principles of the D.C. Labor-Management Partnership Council (LMPC), the parties agree to establish and support appropriate partnerships.

(2) Membership on the Department's LMPC shall be open to designated high-level union officials and management, as determined by the LMPC, who will meet regularly to consider such issues as they choose to discuss. The Union's delegate to the LMPC shall have the same rights and privileges as any other representative. Decisions by the LMPC are by consensus only.

**ARTICLE 14**  
**LEAVE FOR CONVENTIONS**

It is agreed that all duly authorized delegates or alternate delegates (maximum of seven (7)), to the I.A.F.F. Convention will be granted annual leave to whatever extent necessary for their travel to, attendance at, and return from the site of the Convention. The Union shall provide the Employer with reasonable notice of the participants requiring leave to attend.

**ARTICLE 15**  
**OFFICIAL TIME: LABOR-MANAGEMENT**  
**ACTIVITIES**

**Section A - Application:**

It is agreed that the principal officers of Local 36, the current elected members of the Board of Directors of Local 36, and others delegated by the President of Local 36, may be granted leave to attend meetings, seminars, or conferences which are of mutual interest, benefit, or concern to the Department and Local 36, and/or for the purpose of participating in bona fide labor relations activities, provided that the request is made with two (2) days notice or, if the Union has less than (2) days notice of the event for which leave is requested, with reasonable notice and approval is granted by the Deputy Fire Chief- Executive Officer.

**Section B - Meetings Specified:**

The above-mentioned members shall be excused without charge to annual leave for the following purposes:

- (1) Meetings with officials of the District Government or Federal Government and/or the Congress of the United States -maximum two (2) members;
- (2) Meetings of the Public Protection Committee (for the purposes of determining service awards) – maximum of two (2) members;
- (3) Meetings of the Federation of Citizens Associations (one meeting per year)- maximum of two (2) members;

- (4) Any meetings which are jointly attended by labor and management representatives;
- (5) Participating in bona fide labor relations activities.

**Section C - Requests For Leave:**

All requests for leave under the provisions of this Article shall be made by the President of Local 36 or his/her delegate, to the Deputy Fire Chief-Executive Officer. Reasonable notice shall be provided to the Deputy Chief, Operations, or the member's Division Head, in Divisions other than Operations, to participate in activities described in Section B of this Article..Union representatives who engage in labor management activities during working hours shall indicate on the "Official Time Report" the activity performed and the employee involved where appropriate. The President of Local 36 will prepare quarterly reports showing the use of Official time, reasons for the use and the individuals who used official time under this article. The President will submit these reports to the Deputy Fire Chief-Executive Officer on January 15, and July 15, of each year.

**ARTICLE 16**  
**FUNERAL LEAVE**

**Section A:**

Employees in the Operations Division are entitled to twenty-four (24) hours, and employees assigned to a day work schedule to three (3) working days, of leave, without loss of pay, leave, or service credit to make

arrangements for or to attend the funeral or memorial service for an immediate relative. In addition, the Employer shall grant an employee's request for annual or compensatory time up to twenty-four (24) hours, for employees in the Operations Division, or three (3) working days for employees assigned to a day work schedule, upon the death of an immediate relative. Approval of additional time shall be at the Employer's discretion. However, requests for leave shall be granted unless the Department's ability to accomplish its work would be seriously impaired.

**Section B:**

For the purpose of this section, "immediate relative" means the following relatives of the employee: spouse (including a person identified by an employee as his/her "domestic partner" as defined in Title 32, Chapter 7 of the D.C. Official Code, and related laws), and parents thereof, children (including adopted and foster children and children of whom the employee is legal guardian) and spouses thereof, parents, grandparents, grandchildren, brothers, sisters, and spouses thereof. For the purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from a funeral professional or a death certificate upon the Employer's request.

**Section C:**

An employee in the Operations Division is entitled to not more than twenty-four (24) hours of leave, and an employee assigned to a day work schedule is entitled to not more than three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for a family

member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code §1-612.03(n)(2001 Edition).

**ARTICLE 17**  
**FUNERAL EXPENSE**

If death results from an injury/illness sustained in the performance of duty, the District of Columbia government shall pay, to the spouse or other appropriate personal representative of the deceased, funeral and burial expenses in the sum of five thousand dollars (\$5,000).

**ARTICLE 18**  
**OVERTIME**

**Section A – Overtime:**

It is agreed that, to the extent permitted by law, all overtime worked by employees in Salary Classes 1 through 7 shall be paid 1-112 times the regular hourly rate.

To the extent permitted by law, overtime shall apply to all call back, work on assigned days off, court appearances on off duty time which results from an employee's official duty, and continuation of duty. Members whose duties include fire suppression shall be paid overtime for all hours worked in excess of 42 hours averaged over a four-week period.

**Section B - Distribution:**

The Employer will make every effort to ensure that the opportunity for overtime shall be distributed and rotated equally among employees. The Employer also agrees to maintain a roster for all employees, indicating overtime worked and overtime refused, and such roster will be made available to the Union. The Union may consult with the Employer concerning the administration of this provision.

**Section C - Minimum Pay:**

To the extent permitted by law, all employees shall be entitled to a minimum of four (4) hours overtime pay for call backs, unless an employee's regularly scheduled tour of duty intervenes, in which case an employee shall be paid overtime from the time he/she assumed duty until the start of the regularly scheduled tour of duty.

**Section D - Employee Option:**

At the Employee's option, he/she may choose compensatory time instead of overtime; such compensatory time will be earned on a time and a half basis. If not used within four pay periods, all accrued FLSA compensatory time shall be paid to the employee at the applicable rate.

**ARTICLE 19**

**TRANSFERS, REASSIGNMENTS, AND DETAILS**

For the purposes of this agreement the terms: 'Transfer' shall mean any action by the employer that assigns an employee to an agency within the District of Columbia Government other than the agency where the employee was originally employed. "Reassignment" shall define

the movement of members from assignment to assignment within the Fire and Emergency Medical Services Department. "Detail" shall define the temporary movement of members where it is expected that a member will return to his/her original assignment.

**Section A: Employer Rights:**

It is recognized that the Employer has the right to transfer, reassign or detail employees, however, (i) transfers, reassignments and details shall not be used as a form of reprisal or discipline except where permitted by the parties' agreements with respect to disciplinary procedures, and (ii) transfers, reassignments and details shall not be made in a manner that is arbitrary, capricious or inconsistent with Article 4 (Equal Employment Opportunity) of the Agreement.

**Section B: Procedures:**

(1) Notification

- a. The Department shall provide six (6) days advance notification to any bargaining unit member who is to be transferred or reassigned.
- b. Quarterly, the Department will advise the Union in writing of any transfers, details or reassignments which became effective in the preceding quarter.

(2) Involuntary Transfers and Reassignment

When an employee is transferred or reassigned other than at his or her request, and the employee believes that the transfer or reassignment may be illegal or improper under the terms of this Article, the employee shall, upon written request, be informed by a superior of the reason for the



transfer or reassignment. An explanation will be provided to the requesting employee and, if the explanation is "efficiency of the service," further explanation shall be provided by the Department upon request of the requesting employee.

(3) Voluntary Reassignments

It is recognized by the Employer and the Union that employees have the right to request reassignment from one assignment to another. The Union also recognizes Management's rights under Article 5 of this Agreement. In view of the aforementioned, the following criteria are established regarding voluntary reassignment requests:

- (a) Requests may be made for positions or assignments which are available or become available in the near future.
- (b) Requests shall be in writing on Department Form 10 to the designated Departmental official(s).

The request shall contain the following information:

- i) reasons for the request;
- ii) time in grade;
- iii) any educational qualifications relevant to the position;
- iv) current and previous assignments; and
- v) any other qualifications of the member relevant to the position.

- (c) Requests shall be endorsed and forwarded in a timely manner.
- (d) Requests shall remain valid for the calendar year submitted.
  - i) When more than one employee has requested to be reassigned to a particular position, in determining which request will be granted the Employer shall consider the criteria identified in Section (3)(b) of this Article.
  - ii) Mutual exchanges of assignment between members of the same salary class shall be permitted upon a determination that the employees are qualified for the assignments requested and concurrence of the appropriate bureau head.
  - iii) Form 10 shall be returned to the member within thirty (30) days of its submission with all endorsements and attachments.

## **ARTICLE 20 PROMOTIONS**

### **Section A - Promotional Process:**

The Promotional Process shall be as follows:

- (1) To be eligible for promotion to the positions of Sergeant, Lieutenant and Captain, employees shall complete the following:
  - (a) Application as specified in the examination announcement;
  - (b) Qualifying job related examination;
  - (c) Evaluation by an assessment center panel;
  - (d) Physical examination.
- (2) Notification and Exam Dates
  - (a) **2004 Examination.** Notification for the 2004 promotional examination will be issued in January 2004. The promotional exam will be given in June 2004. For the purpose of determining length of service eligibility, service date computations shall be made as of June 15, 2004. All service and educational point computations are to be made using a June 15, 2004 date.
  - (b) **2006 Examination.** Notification for the 2006 promotional year will be issued six months before the examination. The regular qualifying examination for 2006 shall be held during the month of April 2006. For the purpose of determining length of service eligibility for this examination only, the service requirement shall be reduced by two

months. All service and educational point computations are to be made using a June 15, 2006 date.

- (c) **Subsequent Examinations.** Notification for subsequent promotional exams will be issued six months before the examination. The regular qualifying examination shall be held during the month of April. For the purpose of determining length of service eligibility, service date computations shall be made as of April 15<sup>th</sup> of the exam year. All service and educational point computations are to be made using an April 15 date.
- (d) In certain circumstances, a "special exam" may be required to meet the needs of the Department. The notification for any special examination shall be two months prior to the date of the special examination.
- (3) In the notices of examination, the Fire Chief shall set forth the relative weight that shall be given to the written examination score and the assessment center score in compiling the relative standing lists for each qualifying examination.
- (4) Notice of any text and reference materials that may be used for study purposes will be given to members of the Fire Department at least six (6) months in advance of an impending qualifying examination, unless extraordinary circumstances exist, or unless the Union agrees to a later date.
- (5) A closing date shall be set for the receipt of applications for each qualifying examination.

Applications received after such date will not be considered.

- (6) Tie breaker procedures: In accordance with District Personnel Manual (DPM) Instruction No. 3-4, dated September 19, 2000, Section 4, Application of Residency Preference in the Merit Staffing Process, Subsection b., Assembled Examinations (e.g., Police Officers, Correctional Officers, and Firefighters), Residency Preference is applied in the promotion process by listing preference candidates ahead of non-preference candidates with the same score, solely to break numerical ties. In the case of residency preference candidates with identical numerical scores or non-residency preference candidates with identical numerical scores, ties will be broken in descending order beginning with the candidate whose Social Security Number has the highest last digit.
- (7) After the scores from a promotional qualifying examination and assessment center evaluation are determined by the Department, the Department shall add points to each candidate's scores as follows:
  - (a) Points for Service: 1112 point, but never more than five (5) points in all, for each completed month ending on the qualifying date of service eligibility over the applicable length of service prerequisite, computed on the basis of the individual's record.
  - (a) Points for Education: 1/30 point, but never more than four (4) points in all, for each semester hour of a course relevant to Fire

Science and Fire Administration which has been successfully completed at a recognized institution of higher learning on or before June 15 of the examination year. Points for credit earned on a quarterly basis shall be computed at 2/3 of value of courses completed on a semester basis. A joint Labor-Management Board shall be established by the Fire Chief to determine course relevancy and whether the credits were earned at a recognized institution of higher learning.

- (b) Application procedures for points for education shall be issued by the department and must be strictly adhered to.
- (8) When the final relative standing qualifying lists are completed, each candidate will be notified in writing of his/her final score and his/her relative standing. Reasonable efforts will be made to promptly notify the candidates.
- (9) The period of eligibility on the relative standing promotion list shall be for two (2) years commencing October 16 of the examination year and the expiration date of eligibility shall be on the October 15th two (2) years subsequent to such qualifying examination.
- (10) The promotion of any candidate will be subject to a physical examination to determine his/her physical fitness for the new position, provided that the candidate has not had an annual physical within 120 days preceding his/her promotion. In the case of a candidate with a performance of duty (POD) illness or injury, the candidate shall be promoted, but shall not be eligible to

participate in additional promotional examinations until that employee has returned to full duty.

- (11) Employees with disciplinary charges pending before a Trial Board shall be conditionally promoted. A conditional promotion may only be terminated, and the employee returned to his/her previous rank, upon recommendation of a Trial Board.

**Section B - General Principles:**

The foregoing promotion procedure implements the following general principles:

- (1) Assurance of a fair evaluation of the qualification of candidates;
- (2) Establishment of clear procedures and adequate records so that it may be readily determined that promotion actions are taken in accordance with established policies and procedures;
- (3) Promotions shall be made on a rank order, non-discriminatory basis;
- (4) Promotions within the unit will be made consistent with the equal employment opportunity laws and any affirmative action plan of the District.

**Section C -Acting in a Higher Salary Class:**

Any unit member who is to be promoted to a higher salary class in the unit may be reassigned by the Department on an acting basis to the position to which

he/she is to be promoted but at his/her existing rate of basic compensation and then promoted at a later date to the higher salary class.

## **ARTICLE 21**

### **SELECTION OF TECHNICIANS**

#### **Section A - General:**

- (1) Whenever previous service in the Fire Fighting Division is a requirement for selection as technician, temporary technician and/or temporary additional technician, time spent in the Training Academy as defined under the Article of this Agreement entitled Training New Employees, shall constitute service in the Fire Fighting Division.
- (2) Whenever length of service in the Department and/or in a unit is a requirement or a factor to be considered in selecting technicians, temporary technicians, and/or temporary additional technicians, such service shall be computed up to, but not beyond, the date the position in question actually becomes vacant.
- (3) For purposes of this Article, days shall be interpreted to mean calendar days.
- (4) Any reference to any officer shall be interpreted to include acting officers as well.
- (5) Whenever this Article assigns responsibilities to Captains, persons acting as company commanders, or those acting in their stead, those terms shall be interpreted to refer to Captains or Acting Captains. In the event that a Captain or



Acting Captain is absent during the period when any of the responsibilities assigned to him or her by this Article are to be performed, those responsibilities shall fall to the senior Lieutenant or senior Acting Lieutenant. In the unlikely event that the only officers assigned or detailed to a company during the relevant period are Sergeants and/or Acting Sergeants, the Battalion Chiefs concerned shall, in concert and with notification to the Deputy Fire Chiefs concerned, determine whether the selection process shall proceed or be held in abeyance until an officer of higher rank than Sergeant or Acting Sergeant is assigned or detailed to the company; provided, however, that in no case shall the process be held in abeyance for more than thirty (30) days.

(6) Timely Filing of Vacancies:

- (a) A position as technician, temporary technician, and/or temporary additional technician is considered vacant whenever it is anticipated that the incumbent will not be performing the duties of a technician for a period of thirty (30) or more days, exclusive of annual leave, including but not limited to the following circumstances: promotion, transfer/assignment, resignation, retirement, extended detail, and sick leave anticipated to exceed thirty (30) days (i.e., where there has not been a determination by the Police and Fire Clinic that the individual will be able to return to the performance of his duties within thirty (30) days).

- (b) i) Except as provided in (ii) below, the selection of technicians, temporary technicians and temporary additional technicians shall be completed not later than sixty (60) days after the position becomes vacant.
- ii) For positions in the Hazardous Materials Unit, Air Units and Foam Unit the requirement in (i) above shall not apply. However, the time limits set forth in Sections C(1) and C(2) for providing notification to members of actual or anticipated vacancies in these units, and for receiving applications, shall apply; and the position shall be filled immediately upon completion of the selection process described in Section G, Hazardous Materials Unit.
- (c) In order to assure the timely filing of vacancies, the selection process may proceed in the case of anticipated vacancies as well as actual vacancies.
- (d) All time limits set forth in this Article shall be strictly observed, unless extended by mutual consent of the Employer and the Union.
- (e) Compensation for members selected in accordance with this Article shall commence the first full pay period following the effective date of this action.

**Section B - Selection of Aides to Chief Officers:**

- (1) In general, those Chief Officers who have aides shall select their aides from among the eligible list of sergeants.
- (2) Factors to be considered shall be:
  - (a) Recommendations of officers with whom the member is presently serving;
  - (b) Length of service in the Department; and
  - (c) Any other job-related factors the Chief concerned deems appropriate.

**Section C - Selection of Other Technicians, Temporary Technicians, and Temporary Additional Technicians:**

- (1) Notice of Vacancies:
  - (a) Except as provided in subparts (b) and (c) of this paragraph, the Captain or officer acting as company commander shall, as soon as the definite need therefor is determined, but not later than ten (10) days after the position actually becomes vacant, post on the station/division bulletin board anticipated technician vacancies.
  - (b) For technician vacancies in the Hazardous Materials Unit, Air Units, and Foam Unit, the Captain or officer acting as company commander shall, as soon as the definite need therefor is determined, but not later than ten (10) days after the position actually becomes vacant, notify the Assistant Fire Chief of

Operations of the vacancy. Within seven (7) days after the Assistant Fire Chief is notified, but not later than fourteen (14) days after the position actually becomes vacant, the Assistant Fire Chief shall by Department memorandum notify all members of the Department of the vacancy.

- (c) If a list of eligible applicants to the position is in effect pursuant to paragraph 4(a)(iv) below at the time the vacancy arises, and if the vacancy is filled by offering the position to the eligibles on that list, the notice provisions of (a) and (b) above shall not apply.

(2) Applications:

- (a) For positions covered by paragraph 1(a) above, all eligible members shall, within fourteen (14) days after the notice of vacancy is posted, indicate in writing whether they wish to be considered for the vacancy, or whether they decline to be considered. This fourteen (14) day deadline shall be stated in the notice of vacancy.
- (b) For positions covered by paragraph 1(b) above, any member who wishes to be considered must apply in writing within twenty-one (21) days after the memorandum announcing the vacancy is issued. This deadline shall be stated in the memorandum announcing the vacancy.

(3) Eligibility:

- (a) General: To be eligible for consideration for any technician, temporary technician or

temporary additional technician position, except as provided for in (3)(b), below, a member must have at least three (3) years service (continuous or cumulative) in the Fire Fighting Division.

(b) Fire Prevention Division:

- i) For positions in the Fire Prevention Division, a member must have at least five (5) years service (continuous or cumulative) in the Department and have been assigned to the Fire Prevention Division for at least one (1) year (continuously or cumulatively). Furthermore, the member must be assigned to the Fire Prevention Division at the time the vacancy occurs; provided, however, that the member need not be so assigned at the time the vacancy occurs if he/ she was so assigned within two (2) years immediately preceding the vacancy and was involuntarily transferred from the Division.
- ii) The requirements for technician positions in the Fire Investigation Unit, which require police powers, shall be outlined by Fire Department Memorandum.

(c) Fireboat Operator: For the Fireboat Operator position, a member must, in addition to the provisions of 3(a), above, satisfy the following prerequisites:

- i) Have been assigned to the fireboat for at least one (1) year (continuously or cumulatively);
  - ii) Be assigned to the fireboat at the time the vacancy occurs; provided, however, that the member need not be so assigned at the time the vacancy occurs if he/she was so assigned within two (2) years immediately preceding the vacancy and was involuntarily transferred from the fireboat;
  - iii) Possess a United States Coast Guard license as "Operator, Uninspected Passenger Vessel";
  - iv) Meet all other requirements for assignment at the Fireboat;
  - v) Have performed successfully as a fill-in operator.
- (d) Positions in an Engine Company, Truck Company or Rescue Squad:  
For positions in an engine company, truck company, or rescue squad, a member must, in addition to the provisions of 3(a) above, be assigned to the unit in which the vacancy occurs at the time the vacancy occurs; provided, however, that the member need not be so assigned at the time the vacancy occurs if he/she was so assigned within two (2) years immediately preceding the vacancy and was involuntarily transferred from the unit.

(4) Selection Process:

(a) Competitive Ratings:

- i) All technicians shall be selected on the basis of scores on a competitive rating system, as provided in this paragraph 4.
- ii) In each case, the selection panel or officer conducting the process shall select the eligible candidate with the highest rating, as determined pursuant to the procedures set forth herein, and shall submit a memorandum to the appropriate Deputy Fire Chief recommending that the member so selected be designated as technician, temporary technician or temporary additional technician. Upon receipt of the memorandum, the Deputy Fire Chief shall so designate the member who has been thus recommended.
- iii) All eligibles shall have their ratings made available to them upon request. The completed rating shall not become part of the member's personnel file at the company, division or department level.
- iv) The ratings established by the technician selection procedures shall be maintained for a period of six (6) months after the first vacancy is filled through those procedures. The applicants shall be listed by their final scores in descending numerical order, and the list may be used for other vacancies in the same unit or division which come open during the six

(6) month period; provided, however, that the responsible officer may, at his option, commence the selection process anew after giving notice of the vacancy in accordance with paragraph 1 above.

- v) Whenever the procedures set forth in this paragraph 4 involve the administration of any written and/or practical examination, a candidate must receive a grade of at least seventy percent (70%) on each such examination in order to remain eligible for the position. After such examinations have been graded, candidates shall be entitled to review their examination pages and grading sheets.

(b) Candidate's Unavailability:

- i) Any member who applies for a technician vacancy must, at the time he or she applies, indicate any periods of absence of annual leave that are anticipated to occur at any time during the selection process, so that planning adjustments, if possible, may be made. Any member who decides to absent himself or herself without the aforementioned notification shall be ineligible to compete for the position.
- ii) Any member who is on leave without pay, suspension, or absent without leave during the application period set forth in Section C, paragraph 2(a) or (b), or who is in such status on a date when any portion of the selection process is to be



administered to applicants, shall be ineligible for the position in question; provided, however, that if a member is on leave without pay because his/her paid leave has been exhausted for medical reasons, he/she shall be eligible for the position if he/she has obtained the approval of his/her Clinic physician and the Clinic Liaison Officer, and has obtained certification that he/she will be placed in a full duty status prior to the date the vacancy is to be filled or the date the training portion of the selection process applicable to the position in question, if any, will begin, whichever date is earlier.

- iii) Any member who is in a sick leave, administrative leave-sick, or light duty status, will be eligible for the position only if he/she has obtained the approval of his/her Clinic physician and the Clinic Liaison Officer, and has obtained certification that he/she will be placed in a full duty status prior to the date the vacancy is to be filled or the date the training portion of the selection process applicable to the position in question, if any, will begin, whichever date is earlier.
- iv) Any member who is in the substance abuse program will be ineligible to participate in the selection process unless he or she is in a full duty status.

(c) Procedure When All Candidates Are Disqualified:

- i) If, at any point in the selection process, all candidates for a position became ineligible due to failure to attain the passing score required by paragraph 4(a)(v) above, or for any other reason, the responsible officer shall promptly post the vacancy again.
- ii) The sixty (60) day time limit for filling the vacancy, as provided in Section A, paragraph 6(b), shall begin to run anew when the vacancy is reposted.
- iii) If the vacancy in question was one for which only the members of a particular company were eligible, the responsible officer shall have the option to:
  - (a) Re-open the process to all eligible company members; and/or
  - (b) Open the eligibility to all companies in the house; and/or
  - (c) Open the eligibility to the entire battalion; and/or
  - (d) Request that the eligibility service requirement set forth in Section C, paragraph 3(a) of this Article be reduced to less than three (3) years, but not less than one (1) year in the Department.

**Section D - Selection Criteria: Driver, Tillerman and Platform Operator:**

The following criteria shall be applied in selecting among eligible candidates for positions as Driver, Tillerman, or Platform Operator.

(1) Examinations:

- (a) Candidates shall be examined on their knowledge of the box alarm district and their knowledge of hydraulics and operation and maintenance of apparatus and equipment, as provided herein, utilizing the requirements and guidelines set forth in Fire Department Bulletin 32 and 56.
- (b) Knowledge of Box Alarm District:
  - i) This examination shall be prepared and administered by the Captain and the Lieutenants of the unit concerned, or those acting in their stead, acting jointly, using guidelines established by the Training Academy. The examination shall make use of material in the unit's quarters that is available to all applicants. Any on-duty members and/or administering officers shall be excused from duty to participate in the examination. Two officers shall be present to administer the examination.
  - ii) In engine companies, the responsible officer shall administer a single joint examination for Wagon Driver and in truck companies the responsible officers shall administer a single joint examination for Truck Driver, Tillerman and Platform Operator positions.

(c) Knowledge of Hydraulics and Operation and Maintenance of Apparatus and Equipment:

- (i) This examination shall be administered by the Training Division at the Training Academy, using material and procedures developed by the Training Academy and the Apparatus Division.
- (ii) Apparatus used for the examination shall be the apparatus to which the candidates will be assigned if selected. If such apparatus is unavailable, relevant apparatus with which all participants are familiar may be substituted.
- (iii) The Training Academy shall administer a single joint examination for Truck Driver, Tillerman and Platform Operator positions, provided that the examination encompasses operations and maintenance for each position.

(2) Ratings:

All eligible candidates will be rated on a scale, with the points to be determined as follows:

- (a) Knowledge of Box Alarm District, as determined by the examination administered pursuant to part (1)(b) of this Section: 0-40 points.
- (b) Knowledge of Hydraulics and Operation and Maintenance of Apparatus and Equipment, as determined by the examination administered pursuant to part 1(c) of this Section: 0-35 points.

- (c) Seniority in the Department: 1/12 point for each month of service (continuous or cumulative) in the Department, up to a maximum of 15 points.
- (d) Seniority in the Unit: 1/12 point for each month of service (continuous or cumulative) in the Department, up to a maximum of 10 points. In applying this provision:
  - i) An applicant shall only be allowed credit for service in a unit if he/she is currently assigned to that unit, except that any member who has been involuntarily transferred from one unit to another shall be entitled, at his/her option, for a period of two (2) years after the transfer, to receive credit for service in either the unit to which he/she is currently assigned or the unit from which he/she was involuntarily transferred, but not both. The Captains of companies, or those acting in their stead, shall be responsible for keeping an ongoing list of members who have been involuntarily transferred from the unit within the past two (2) years; and
  - ii) The period of time served by members of the Fire Fighting Division in an assignment as a technician in the Emergency Medical Service shall be credited to seniority in the unit, either at the unit from which the member entered his/her assignment as a technician or at the unit to which the member is assigned

immediately upon leaving the Emergency Medical Service, at the option of the member concerned. Once an election is made and the time is credited, it cannot be shifted toward credit in another unit.

iii) The period of time served by members, whose positions have been eliminated as a result of action undertaken by the District of Columbia Fire and Emergency Medical Services Department, shall be credited to seniority in the unit, either at the unit to which the member is re-assigned or at the former unit, should it be re-established, at the option of the member concerned. Once an election is made and the time is credited, it cannot be shifted toward credit in another unit.

(e) Prior Satisfactory Service as a Technician, Temporary Technician and/or Temporary Additional Technician in any Unit: 5/12 point per month (continuous or cumulative), up to a maximum of 5 points.

**Section E - Selection Criteria: Technicians in Fire Prevention Division:**

All eligible candidates for technician positions in the Fire Prevention Division will be rated on a one-hundred (100)-point scale, with the points to be determined as follows:

(1) Seniority in the Department: 11/12 point for each month of service (continuous or cumulative) in the Department up to a maximum of 15 points

- (2) Seniority in the Division: 1/6 point for each month of service (continuous or cumulative) in the Division up to a maximum of 15 points.
- (3) Prior Satisfactory Service as a Technician, Temporary Technician and/or Temporary Additional Technician in any Unit: 1/12 point per month (continuous or cumulative) up to a maximum of 5 points.
- (4) Completed courses in an Accredited Institution of Higher Learning Which are Job-Related or Necessary for a Job-Related Degree: 1/12 point per semester hour, up to a maximum of 15 points.
- (5) Division Examination: A written examination comprised of matter relevant to the position where the vacancy exists shall be prepared jointly by the Division head and the BFC/FPD, or those Supervisors/Officers above the rank of Sergeant as delegated by the Division Head. Grades on the examination shall count for 0-50 points on the overall rating scale.

**Section F - Selection Criteria: Fireboat Operator:**

All eligible candidates for the Fireboat Operator position will be rated on a one-hundred (100)-point scale, with the points to be determined as follows:

- (a) Seniority in the Department: 1/12 point for each month of service (continuous or cumulative) in the Department, up to a maximum of 5 points.
- (b) Seniority in the Unit: 1/12 point for each month of service (continuous or cumulative)

in the Fireboat unit, up to a maximum of 10 points.

- (c) Prior Satisfactory Service as a Technician, Temporary Technician and/or Temporary Additional Technician in a unit: 5/12 point per month (continuous or cumulative) in the Department, up to a maximum of 5 points.
- (d) Written Practical Examinations: Written and practical examinations comprised of matter relevant to the position shall be prepared by the Captain and Lieutenants of the unit, or those acting in their stead. Grades on each of the two examinations shall count for 0-40 points on the overall rating scale.

**Section G - Selection Criteria: Hazardous Materials Unit, Air Units, Foam Unit:**

- (1) Rating Panels: The rating and ranking of applicants for technician positions in the Hazardous Materials Unit, Air Units and Foam Unit shall be by rating panels consisting of:
  - (a) the Captain(s) and the three lieutenants of the station to which the unit is assigned;
  - (b) a representative of the Training Division
  - (c) a representative designated by the Fire Chief;
  - (d) an observer designated by Local 36; and
  - (e) (for the Air Units only) a representative of the Apparatus Division



(2) Selection of Candidates:

- (a) Each eligible applicant shall be required to submit a written statement listing his/her qualifications relevant to the position, including length of service in the Department and in the relevant unit, job-related education, specific relevant experience, and any additional information which would lead to the selection of the best qualified person for the assignment.
- (b) No later than fourteen (14) days after the deadline for filing applications the panel shall review the applications and shall select candidates whom they deem most qualified from among the eligible applicants.
- (c) The panel shall select at least as many candidates as there are anticipated vacancies; and in the case of the Foam Unit or Air Units, the panel shall, whenever possible, select at least two (2) more candidates than the number of anticipated vacancies.
- (d) The selection shall be based upon the statement submitted by the applicant, previous experience in the Department, previous job-related education, and any other job-related criteria that the panel deems appropriate.
- (e) If the panel deems it necessary, the panel may interview eligibles to assist the panel in making its selections.

(3) Training and Final Selection:

(a) Hazardous Materials Unit:

- i) Not later than fourteen (14) days after the candidate(s) has/have been chosen by the selection panel, he/she/they shall be detailed to the Hazardous Materials Unit for a period of ninety (90) days for training, during which time he/she/they will be required to become proficient in the use of tools, appliances, equipment and other pertinent materials of the unit.
- ii) Upon the completion of the 90-day training period, the candidates shall be rated on one-hundred (100)-point scale, with the points to be determined as follows:
  - (a.) Prior Satisfactory Service as a Technician, Temporary Technician and/or Temporary Additional Technician in Any Unit: 5/12 point per month (continuous or cumulative), up to a maximum of 5 points;
  - (b.) Written and Practical Examinations: written and practical examinations comprised of matter relevant to the position shall be prepared by the Captain and Lieutenants of the unit, or those acting in their stead. Grades on the written examination shall

count for 0-45 points on the overall rating scale, and grades on the practical examination shall count for 0-50 points.

- iii) The candidate(s) with the highest point rating(s) shall be assigned to the Hazardous Materials Unit. The candidate(s) so assigned shall then be required to complete successfully a minimum eighty (80) hour Hazardous Materials resident program at the National Fire Academy or other nationally recognized Hazardous Materials Training Facility. If a candidate successfully completes the prescribed Hazardous Materials training course, he/she shall be designated as Technician Hazardous Materials Unit.

(b) Air Units and Foam Unit:

- i) After candidates have been chosen by the selection panel, they shall be detailed to the Training Academy for a prescribed course of instruction.
- ii) Once the training course has commenced, if, for any reason, a candidate is unable to complete the course, the process shall continue with the remaining candidates.
- iii) Candidates shall be notified in advance of appropriate study material to assist preparation for the course.

- iv) Upon the completion of the prescribed course, the candidates shall be rated on a one-hundred (100)-point scale, with the points to be determined as follows:
- (a.) Seniority in the Department: 1/12 point for each month of service (continuous or cumulative), in the Department up to a maximum of 20 points in the case of the Air Units and 10 points in the case of the Foam Unit;
  - (b.) Satisfactory Service as Technician, Temporary Technician and/or Temporary Additional Technician in any Unit: 5/12 point per month (continuous or cumulative), up to a maximum of 5 points;
  - (c.) Written and Practical Examinations:  
Written and practical examinations comprised of matter relevant to the position shall be prepared by the Training Academy. Grades on the written examination shall count for 0-35 points on the overall rating scale in the case of the Air Units, and 0-40 points in the case of the Foam Unit. Grades on the practical examination shall count for 0-40 points in the case of the Air Units and 0-45 points in the case of the Foam Unit.

**Section H - Temporary Technician/Temponrv**  
**Additional Technician:**

(1) Definitioos:

- (a) Temporary Technician: An individual who fills the position of an incumbent Technician when the incumbent is transferred, reassigned or detailed to another salary class. He/she shall receive Technician compensation on a temporary basis. The Temporary Technician position will be converted to a permanent assignment in the event the incumbent does not return.
- (b) Temporary Additional Technician: An individual who performs the duties of Technician/Temporary Technician while the incumbent Technician/Temporary Technician is on sick leave, light duty, leave without pay, or suspension, or while a Technician/Temporary Technician position is otherwise temporarily vacant. He/she shall receive Technician compensation on a temporary basis. The Temporary Additional Technician position will be converted to a permanent assignment in the event the incumbent does not return.
- (c) At no time can any Technician/Temporary Technician/Temporary Additional Technician hold more than one **(1)** technician position at one time except as provided for in this section.

(2) Eligibility :

- (a) Except as provided in subpart (b) of this section, to be eligible for assignment as a Temporary Technician or Temporary Additional Technician, a member shall be selected in accordance with the provisions for selection of Technicians set forth in this Article.
- (b) Temporary vacancies for Technicians in the Hazardous Materials Unit, Air Units, Foam Unit and the Fireboat shall be filled at the direction of the Assistant Chief of Operations; provided, however, that in filling such vacancies the Assistant Chief of Operations shall adhere, to the extent feasible, to the criteria and procedures for selection of Technicians in these units that are set forth in this Article.

(3) Position Cancelled:

- (a) Should the incumbent Technician be returned to his/her original position, the Temporary Technician/Temporary Additional Technician position will be canceled and the member assigned to his/her former position, and to the salary he/she would be receiving had he/she never left that position.
- (b) Whenever a Temporary Technician or Temporary Additional Technician position is canceled, the Captain of the company shall submit a Special Report to the Assistant Fire Chief, Operations.

(4) Position Rights:

- (a) Rights to Non-Temporary Assignments: If, while a member is serving as a Temporary Technician or Temporary Additional Technician, or within six (6) months after his/her position as Temporary Technician or Temporary Additional Technician has been canceled, non-temporary assignment becomes available in a Technician position for which the member has qualified, he/she shall have the option of moving into the non-temporary assignment. If more than one such member has qualified for the non-temporary assignment, the assignment will be offered to these members in turn, in order of the dates on which they first began to serve as a Temporary Technician or Temporary Additional Technician.
- (b) Rights to Temporary Assignments: If, within six (6) months after a Temporary Technician or Temporary Additional Technician position held by a member has been canceled, a Temporary Technician or Temporary Additional Technician assignment for which the member is qualified becomes available, he/she shall have the right to that assignment. If more than one such member has qualified for the assignment, the assignment will be offered to these members in turn in order of the dates on which they first began to serve as a Temporary Technician or Temporary Additional Technician.

(c) Technicians Moving to Temporary Positions:

- i) If a Technician begins to serve in another technician assignment in the same unit (for example, if Truck Driver begins to tiller), even on what is expected to be a temporary basis, the position to which he/she has previously been assigned shall be considered vacant once the Technician has worked in the new assignment for a period of more than ten (10) days (continuous or cumulative), and the vacant position shall be filled in accordance with the provision of this Article.
  - ii) After said ten (10) days, the Technician's new assignment (in the example above, Tillerman) shall be considered his/her permanent assignment.
- (5) When a Temporary Additional Technician is unable to perform his/her duties because of sick leave, light duty, leave without pay, or suspension, the position shall be filled by another Temporary Additional Technician. However, the incumbent Temporary Additional Technician shall relinquish all Technician compensation until his/her return to full duty. The Temporary Additional Technician performing the duties shall receive the compensation until the incumbent returns, at which time the incumbent shall resume the duties and receive the compensation.
- (6) (a) In all cases where a member is selected as a Technician or Temporary Additional



Technician, the Captain of the unit concerned shall submit a Special Report to the Deputy Fire Chief giving all particulars. Whenever a Temporary Technician or Temporary Additional Technician position is canceled, the Captain of the company shall submit a Special Report to the Assistant Fire Chief, Operations.

- (b) Whenever a Temporary Technician or Temporary Additional Technician position is reassigned or canceled, the member will be officially notified by the Administrative Division.
- (7) In order to administer the foregoing provisions, each officer who is responsible for the selection of Technicians, Temporary Technicians and/or Temporary Additional Technicians shall maintain a file listing each member who has been assigned or detailed as a Temporary Technician and/or Temporary Additional Technician, which will include the individual's final ranking on the list of eligibles and the date(s) he/she was assigned or detailed to such position(s). The list shall also include the date that any position to which the member was assigned or detailed was canceled.

#### **Section I- Special Rules Regarding Technicians:**

##### **(1) Reassignment of Technicians:**

- (a) When in the judgment of the Captain of the unit concerned or those acting in his/her stead, the best interests of the Department would be served, the Captain may (with or without the consent of the members

concerned) reassign drivers of wagons or trucks to vacancies in that position on other platoons. When this type of reassignment is undertaken, seniority of the members available for such reassignment shall be given due consideration.

- (b) A tillerman/platform operator may be moved to the position of truck driver or vice versa upon request and subject to the approval of the Captain when a vacancy or temporary vacancy exists.
- (c) When, in the opinion of the Battalion Fire Chiefs and Captains of the companies involved, acting jointly and with the approval of the Deputy Fire Chiefs, factors, such as length of service, physical condition or other sufficient reasons dictate that a technician should be removed from a very active unit to a less active unit, then the Battalion Chiefs shall recommend that a technician's vacancy in a less active unit be filled by such transfer and this may be ordered by the Fire Chief.
- (d) When a technician is reassigned or moved as provided in subparagraphs (1)(a), (b) or (c) of this Section, the resulting vacancy shall be filled in accordance with the procedures set forth in this article.
- (e) The provisions of subparagraphs (1)(a) - (d) above shall apply to temporary technicians

and temporary additional technicians as well as to technicians.

(2) Removal of Technicians:

- (a) Removal of Technician. When the Captain of a company, or those acting in his/her stead, has evidence that job related deficiencies or misconduct, such as a serious accident(s) in which the member may have been charged, multiple minor accidents, failure to properly maintain the apparatus, inefficient performance while responding to or on the scene of an emergency, habitual violations of articles of the Order Book or traffic regulations or failure to maintain necessary certifications or licenses, dictate that a technician should be removed, the Captain shall recommend to the Battalion Fire Chief that the technician be removed from his/her position with loss of pay for the position.
  - i) Utilizing F.D. Form 140R, the Captain of the company concerned shall notify the affected member in writing, at least 30 days in advance, of his intention to remove him/her from his/her technician position.
  - ii) Thirty (30) days after the submission of the Form 140(R), the Captain shall prepare a detailed report outlining the reasons for the proposed removal

and shall forward the report through the chain of command to the Fire Chief, who shall issue a final decision within 30 days of receiving the report; provided, however, that if, in the 30-day period following submission of the Form 140R, the technician demonstrates to the Captain sufficient improvement in his/her performance, the Captain shall not recommend removal and no further action shall be taken; provided further that, in the event that the Captain does not recommend removal because of improvement in the technician's performance, and the Captain deems the technician's performance to be unacceptable at any point during the succeeding one-year period, the Captain may then prepare a report proposing removal without submitting a new Form 140R, in which case the 30-day periods specified in subsection (i) and in this subsection (ii) shall not apply.

- iii) All forms and reports shall be retained in the technician's personnel folder for one year from final action and shall be referred

to if subsequent actions are initiated.

- iv) Any technician removed from his/her position shall be ineligible for a technician position of the same type for a period of one **(1)** year after the loss of that position.

#### **Section J -Technicians Displaced:**

- (1) Whenever any action is undertaken that results in the elimination of Technician positions in the Department, the following shall apply:
  - (a) Any person who has earned a position in accordance with this Article shall not lose any compensation due to the elimination of Technician positions within the Department and shall continue to be subject to assignment as a technician within the Department. Should the employee-technician refuse reassignment to another technician position within the Department, he/she will forfeit continuation of technician pay.
  - (b) The elimination of a technician position which results in a member being displaced from his/her company of assignment shall be treated as an involuntary transfer.
  - (c) The Department shall grant the assignment request of any employee, who must be displaced from his/her company or assignment, if a vacancy exists or is anticipated in the requested assignment.

- (d) After an assignment has been made, any subsequent request for voluntary transfer out of the assignment shall include a statement that the member will forfeit his/her technician's compensation should the request be approved.
- (2) Re-establishment of previously eliminated positions: Unit re-established: Any technician displaced under (1) above will be offered an available technician position in the re-established unit. Any displaced technician who refuses to accept the position offered will forfeit any technician compensation which he/she currently receives as a result of the position elimination as outlined in (1) above.

**Section K - Miscellaneous Provisions:**

- (1) The Labor Relations Officer and Local 36 shall meet to attempt to resolve any problems concerning the administration of this Article as they occur.
- (2) If at any time the Department determines that the criteria for selection or removal of technicians, or of any category or categories of technicians, set forth in this Article should be changed, the Department shall have the right, subject to the procedures of Article 6 of this Agreement (Existing Rights and Benefits), to institute such a change; provided, however, that nothing in this section shall authorize the Department to institute changes in any provisions of this Article other than those establishing substantive criteria for selection or removal of technicians, unless the Union so agrees.

**ARTICLE 22**  
**EMERGENCY MEDICAL SERVICES**  
**PROVISIONS**

**Section A - Technician Status:**

The parties agree that members serving in the Emergency Medical Service (EMS) under the provisions of this article shall be designated Technicians and shall be compensated in accordance with the article related to Technician's Pay in this agreement.

**Section B - Selection:**

The postings of Technicians in the EMS shall be filled by selection from among firefighters within the Fire Department. Final selection in every case shall be made by the Deputy Fire Chiefs of the Fire Fighting Division. Disapproval shall be in writing and shall state the reasons therefore.

- (1) Voluntary Service  
Members who have served a minimum of twelve (12) months in the Fire Fighting Division may volunteer for assignment with the EMS and as such shall be granted priority over those who are to be "drafted."
- (2) Involuntary Service  
Where the number of volunteers does not provide a sufficient complement for the effective functioning of the EMS, mandatory service may be required. In such cases, the following process shall be instituted as the system for determining who shall serve:

- (a) To assist the needs of the Department in providing an effective complement, the Assistant Chief, Operations, shall maintain a list of those members of the Department who:
  - (i) Have at least 12 months service;
  - (ii) Are not assigned as a Technician in any division, and
  - (iii) Have not yet served as a Technician within the EMS.
- (b) As the needs of the EMS dictate, the Deputy Fire Chiefs, Fire Fighting Division, may:
  - (i) Commence with the junior member on said list and, proceeding in a chronological order, select an appropriate number of candidates.
  - (ii) Review the personnel file record of each member so selected.
  - (iii) Notify the appropriate company and battalion officials through the office of the Deputy Fire Chief, that the member concerned is being considered for assignment to the EMS, and invite their comments regarding any adverse effect that the proposed assignment would have on the company or battalion.



- (3) Assignment
- (a) At the time a member who volunteers for service in the EMS is transferred from a company to the EMS, he/she may make a written request that, upon completion of the assignment or minimum period of service as specified in paragraph 4, he/she will be returned to that company. This request is to receive consideration and every effort will be made to return the member to that company upon completion of the assignment or the minimum period of service, whichever occurs first.
  - (b) Any member who is drafted for service in the EMS may request that, upon completion of the assignment or minimum period of service, he/she will be returned to his/her former company. This request is to receive consideration when a vacancy exists in that company following completion of the assignment or the minimum period of service, whichever occurs first.
  - (c) Any member, whether volunteer or drafted, shall be considered in accordance with the "Selection of Technicians" Article of this agreement for filling technician vacancies, during the period of his/her service in the EMS, for any technician vacancy that may occur in the

company to which the member was assigned immediately prior to his/her service in the EMS or for which other members of that company are eligible. For the Fire Fighting Division, the member shall accrue points for seniority in the unit as if he/she were still a member of the unit from which he/she left for an assignment in the EMS. If he/she is selected to fill the technician position, the provisions regarding minimum service in the EMS will be waived.

- (d) Any member who possess specialized training shall be given the opportunity to maintain his/her certification(s) to the extent possible.

- (4) Termination  
The normal minimum period of service in the EMS shall be 12 months. Requests for transfers away from EMS prior to normal periods will not receive consideration unless some exceptional factor exists. Except in extraordinary circumstances, all such cases requests shall be submitted 60 days prior to the desired date of release.

**Section C - Dual Role/Cross Training:**

Upon approval of the Fire Chief or his designee and pursuant to Department rules, any nationally certified paramedic who is a member of the District of Columbia Fire and Emergency Medical Services Department may

participate in a Dual Role/Cross Training Program as a Firefighter/Paramedic provided that he/she completes the full training course of instruction and probationary skill requirements that are required of new hires in the Fire Service. Should the Department offer Advance Life Support (ALS) training, members of the bargaining unit shall be offered the opportunity to participate in such training.

## **ARTICLE23 TRAVEL**

### **Section A - Relief on Fireground:**

When an employee is required by the Employer to report to or from a fireground location in order to relieve or be relieved respectively, the employee will be provided with transportation by the Employer, unless conditions preclude such action.

### **Section B - Temporary Assignment:**

When an employee is directed by the Employer to work temporarily at other than the station that he/she is assigned for that tour, and he/she does not have his/her own transportation and public transportation is unavailable, he/she shall be furnished transportation by the Employer.

## **ARTICLE 24 LIABILITY**

### **Section A:**

The Employer shall provide legal representation through the Office of the Corporation Counsel to any employee who is named as a defendant in a civil action arising out

of acts committed by the employee within the scope of his/her employment; provided, however, that such representation is requested by the employee no more than five (5) calendar days after the service of process and that such representation would not pose a conflict of interest or potential conflict of interest.

**Section B:**

An employee (who has been sued in his/her personal capacity for duty related activity) seeking representation shall contact the General Counsel of the Fire and Emergency Medical Services Department and provide all documentation of the suit or action as soon as the employee has been made aware of the suit or action. The employee will be required to complete a form(s) provided by the General Counsel and may be required to complete additional forms provided by the Office of the Corporation Counsel.

**Section C:**

If the employee has not been contacted by an attorney from the Office of the Corporation Counsel ten (10) calendar days prior to a deadline for an initial pleading response, the employee may contact the General Counsel of the Fire and Emergency Medical Services Department. The General Counsel shall provide the employee with a response within two (2) business days of that contact, advising the employee as to the status of the matter and the next appropriate action.

**Section D:**

The decision of the Corporation Counsel on whether to represent an employee shall be final. Should the Corporation Counsel decline to represent the employee

because of a conflict of interest or potential conflict, the employee may be represented by any private attorney of his/her choice. The employer will reimburse the employee for reasonable attorney's fees.

**Section E:**

Neither representation nor attorney fee reimbursement will generally be provided where the employee has been found to have engaged in willful misconduct that has resulted in disciplinary action against him/her as a result of his/her conduct with respect to the matter in question.

**ARTICLE25  
SAFETY**

**Section A - Scope:**

The Employer and the Union mutually recognize the need for protection of employees from assault and intimidation by third parties and will work cooperatively to attain this protection.

**Section B - Employer Responsibility:**

- (1) The Employer shall use best efforts to furnish, clean, and maintain two (2) sets of the best available personal protective equipment ("PPE") necessary for employees to carry out their assigned duties, within reasonable cost limitations. A set of PPE shall include the following: helmet, hood, gloves, coat, pants, boots, suspenders, and face piece. The PPE shall be approved by nationally recognized testing authorities, where applicable. Employees shall have the right to furnish their own PPE, so long

as such items are compliant with the same standards required of Department-issued PPE. All non-Department issued PPE items will be inspected under the same terms and conditions applied to PPE items issued by the Department. Unserviceable Department-issued PPE and work uniforms shall be replaced by the Employer. To the extent practicable the Department shall implement the recommendation of the joint labor-management uniforms committee concerning complying with NFPA uniform standards. Upon hire, the Department shall also provide at least three (3) sets of NFPA compliant station wear (work uniforms).

- (2) The employer shall develop and administer a comprehensive certified driver's training program for the purpose of ensuring the safe operation of all Fire Department apparatus and EMS vehicles. Instructors shall be independently certified in providing such training for the various apparatus types.

#### Section C - Safety Committee:

There shall be a joint labor-management Safety Committee which shall meet monthly or as mutually agreed upon to facilitate compliance with this Article. The Employer's Risk Manager shall be a member of the Safety Committee. Among its functions, the Committee shall prepare and make available to all bargaining unit personnel a form which can be used by individuals to provide written notice to the Department that they have not been issued certain necessary item(s) of PPE or work uniforms or that the items they have are in need of repair

or replacement. A copy of any such written notice to the Fire Department shall be sent to the Union.

**Section D - Union Representation:**

It is agreed that the Union may appoint a voting participant (if applicable to that committee) to the Apparatus Selection Committee and Uniform Committee for the purpose of representing the firefighters' safety concerns.

**Section E - Joint Committees/Initiatives:**

- (1) The Department will continue the installation, maintenance and upkeep of diesel exhaust systems in each facility where diesel-powered equipment is housed indoors.
- (2) The Department and the Union agree to establish a joint committee to research arrangements to contract for the provision and the regular maintenance, cleaning, and replacement of NFPA compliant stationwear (work uniforms), and shall issue a report making recommendations to the Department regarding the same.

**ARTICLE 26**  
**FOOD AT ALARMS OR SPECIAL**  
**ASSIGNMENTS**

It is agreed that when unusual conditions of service or weather make it necessary, or when an employee is required to work significantly beyond his/her regular scheduled tour at alarms or special assignments, the Department shall provide appropriate food, beverages and/or meals to employees.

## **ARTICLE 27**

### **PARKING**

#### **Section A:**

It is agreed that the Employer will attempt to make parking available, for those unit members who are in a duty status, without charge.

#### **Section B:**

Those arrangements are intended solely as a convenience for employees. The Employer assumes no liability which might arise as a consequence of said parking facilities.

#### **Section C:**

A joint labor/management committee shall consider any parking or security problems that may exist at any Department facility.

## **ARTICLE 28**

### **UNIFORMS**

An employee having a uniform in his/her company quarters will be considered as meeting the requirements of having a uniform available as required in Article XXI, Section 4, of the Fire Department Order Book.

## **ARTICLE 29**

### **IDENTIFICATION DEVICES**

The official IAFF Identification Pin indicating Union membership may be worn on the uniform of bargaining unit employees.



ARTICLE30  
HOSTILE SITUATIONS/CIVIL  
DISTURBANCE

Section A:

During periods of civil disturbance and/or situations involving imminent danger of physical harm to firefighters, the Employer will act to ensure that the Fire Department is notified immediately of all conditions that would have an effect on Fire Department operations.

Section B:

In the event that Fire Department Headquarters is notified that Police Units are withheld or withdrawn from an area due to civil disturbance or other hostile situation as described above, no Fire Department units shall enter the area until it has been determined, by the Chief Officer of the Fire Department, that such entry should be made.

ARTICLE31  
GEAR LOCKERS

At Fire Stations where gear lockers are not available, the members shall not be held responsible for the theft of protective clothing and equipment which they have properly stored. If gear lockers are available, members should utilize the lockers to protect their equipment.

**ARTICLE32**  
**DISCIPLINARY PROCEDURES**

**Section A - Governing Rules and Regulations:**

Disciplinary procedures are governed by applicable provisions of Chapter 16 of the District Personnel Manual, and the Department's Rules and Regulations and Order Book, except as amended/abridged by this Article. Disciplinary procedures are also governed by applicable sections of the District of Columbia Official Code, of which such sections shall supercede the provisions of this Article.

**Section B-Notice of Charge(s):**

(1) .An employee shall be notified of the alleged infraction or complaint filed against him/her in writing within seventy-five (75) days after the alleged infraction or complaint or such time as the employer becomes aware of the alleged infraction or complaint. This notification shall be referred to as the "Initial Written Notification."

(2) Where the alleged infraction or complaint is based on a criminal charge, the 75-day period shall run from the date such charge is issued. In such a case, all other time limits under this Article shall be tolled until disposition of the criminal charge.

(3) Within 60 days of the receipt of the Initial Written Notification, the employee shall be notified of the type of Departmental action which will be pursued. This notification shall be

referred to as the "Proposed Action." The Proposed Action shall provide for the range of discipline being considered by stating the type of Conference or Trial Board available to the employee.

(4) An employee may elect to challenge the Proposed Action by notifying the Fire Chief, in writing within ten (10) days of the Department's issuance of the Proposed Action. This challenge shall initiate a Battalion or Deputy Chief's Conference or a Trial Board, as applicable to the proposed discipline.

(5) If the case is to be heard by a Trial Board, the hearing shall begin within 180 days of the employee's receipt of Initial Written Notification. When the employee requests a postponement or continuance of a scheduled hearing, the 180-day time limit shall automatically be extended by the length of the postponement or continuance granted by the Department.

#### **Section C - Penalties:**

All penalties involving loss of time or pay shall be expressed in terms of the number of duty hours involved.

#### **Section D - Battalion Chief's Conference:**

(1) Challenges of Proposed Actions in which the maximum penalty that may be imposed does not exceed a 72 hour suspension shall be submitted to a Battalion Chief's Conference. Upon a finding of guilt, the minimum penalty to be imposed for an infraction shall be an Official

Reprimand. Such cases shall include, but shall not be limited to charges of the following infractions:

Late for duty up to 3 times;  
Discourteous to other members or to citizens;  
Uniform infractions;  
AWOL not exceeding 12 hours;  
Missing a run;  
At fault for a minor accident;  
Other minor violations of duties and responsibilities, e.g., missing a clinic appointment or training class.

(2) The procedures to be followed in such cases are as follows:

- (a) Nontraditional penalties including transfer, reassignment and change of days off are specifically permitted under this Section if the affected employee agrees to the penalty.
- (b) The affected employee may be represented in the conference, if he/she wishes to be so represented and the representative so agrees to represent the employee.
- (c) Any statements made in the conference (including but not limited to any proposed penalty, settlement or resolution of the matter) shall not be used as a precedent in that case or any other.

- (d) The affected employee may appeal the Battalion Chiefs decision to the Assistant Fire Chief who may approve the action, reduce the penalty or dismiss the case.
- (e) The affected employee may appeal the Assistant Fire Chiefs decision to the Fire Chief, who may adopt either the Battalion Chief or Assistant Fire Chiefs action, reduce the penalty issued by the Assistant Chief or dismiss the case.

**Section E - Deputy Chiers Conference:**

- (1) Challenges of Proposed Actions in which the maximum penalty that may be imposed is greater than a 72 hour suspension but less than a 120 hour suspension shall be submitted to a Deputy Chiefs Conference. Upon a finding of guilt, the minimum penalty to be imposed for an in fraction shall be 24 hours. Such cases shall include, but shall not be limited to charges of the following infractions (except where the alleged violation is of such severity that the Department is proposing termination, demotion, or a suspension of 120 hours or greater, in which case a Trial Board shall be convened):

Late for duty more than 3 times;  
Conduct unbecoming an officer;  
AWOL for more than 12 hours;  
At fault for a major accident;  
Insubordination;  
Other serious violations of duties and responsibilities;

More than 3 infractions of the same offense within a 3-year period.

(2) The procedures to be followed in such cases are as follows:

- (a) Nontraditional penalties including transfer, reassignment and change of days off are specifically permitted under this Section.
- (b) The affected employee may be represented in the conference, if he/she wishes to be so represented and the representative so agrees to represent the employee.
- (c) Any statements made in the conference (including but not limited to any proposed penalty, settlement or resolution of the matter) shall not be used as a precedent in future cases.
- (d) The affected employee may appeal the Deputy Chief's decision to a Trial Board constituted in accordance with Section F of this Article, which may recommend approval of the Deputy Chief's decision, modification (but not an increase) of the penalty or dismissal of the case. The Trial Board shall not be required to conduct a hearing.

**Section F - Trial Board:**

All cases in which an employee is charged with an infraction for which the penalty that may be imposed is termination, demotion or a 120-hour suspension or

greater shall be submitted to a Trial Board. The previously established procedures applicable to Trial Boards shall continue to be followed, with the following amendments:

- (1) The Trial Board shall be appointed by the Fire Chief and shall consist of two (2) Captains and two (2) Battalion Fire Chiefs.
- (2) Except as otherwise provided in this Section, the Fire Chief shall have complete discretion in selecting the members of the Trial Board and in determining the length of time that appointees serve on Trial Boards, subject to the right of an affected employee to challenge any member of the Trial Board pursuant to Article VII, Section 12 of the Department Rules and Regulations. A member must show cause to disqualify a Trial Board member from serving; no challenge shall automatically result in disqualification of the Trial Board member.
- (3) Captains appointed to the Trial Board shall be selected and shall rotate in accordance with the previously established procedures, except that no Captain who is a member of the Executive Board of Local 36 shall serve on a Trial Board.
- (4) Nontraditional penalties including transfer, reassignment and change of days off are specifically permitted under this Section.
- (5) When a case is brought before the Trial Board, the Trial Board shall make a determination as to

the guilt or innocence of the employee(s) and recommend an appropriate penalty. Where the Trial Board's determination, as to either guilt or innocence or as to the appropriate penalty, is not unanimous, the majority decision must note the dissenting opinion and the basis for it. There will be no identification of the dissenting Trial Board member. The Trial Board's recommendation is then sent to the Fire Chief for review. Upon receipt of the Trial Board's recommendation, the Fire Chief shall either adopt the penalty (if any) recommended by the Trial Board, modify (but not increase) the penalty, or dismiss the case.

- (6) The Parties recognize that the case may arise when the Trial Board cannot reach a consensus or majority decision and is unable to render a decision. In such case, the Trial Board will notify the Assistant Fire Chief (AFC) (non-proposing), who will intervene to facilitate and after deliberation with the AFC, the Trial Board shall render a decision, adopting the AFC's recommendation if a dispute continues to exist. Upon receipt of the Board's recommendation, the Fire Chief shall either adopt the penalty (if any) recommended by the Board, modify (but not increase) the penalty, or dismiss the case. In cases of termination so resolved through the intervention of the AFC, upon a final decision by the Fire Chief, if the individual or the Union is dissatisfied with such decision, it may elect to pursue appeal before either the Office of Employee Appeals or to submit the dispute to arbitration by notifying the Fire Chief pursuant to



the grievance and arbitration provisions in this Agreement. In such arbitration, the Department shall be required to establish that the termination was for cause.

- (7) Except as provided in subsection (6) above, the affected employee may appeal the Fire Chief's decision only to the District of Columbia Office of Employee Appeals, as permissible and in accordance with that Office's Rules and Regulations. Appeals of decisions premised upon Trial Board recommendations shall be based solely on the record established in the Trial Board hearing. The filing of an appeal shall not stay the implementation of the Fire Chief's decision.

#### **Section G - Fire Chief's Authority**

(1) In case in which the administrative charges against the employee involve any criminal conviction (including a plea of nolo contendere, deferment of a charge, a placement on probation before judgment, or a placement of the case upon the set docket, or a finding of not guilty by reason of insanity) of one of the following felony offenses (or their equivalent in another state or territory), a Trial Board need not be held. The Fire Chief will assess the penalty, and the only right of appeal shall be to the Office of Employee Appeals:

- a. Murder, attempted murder, manslaughter, or arson;
- b. Assault, battery, assault and battery, assault with a dangerous weapon, mayhem, or threats to do bodily harm;
- c. Burglary;

- d. Robbery;
- e. Kidnapping;
- f. Theft, fraud, forgery, extortion, or blackmail;
- g. Illegal use or possession of a firearm;
- h. Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape, sexual assault; sexual battery; or sexual abuse;
- i. Child abuse or cruelty to children;
- j. Unlawful distribution of, or possession with intent to distribute, a controlled substance.

(2) A criminal conviction shall estop the convicted party from denying the facts underlying the conviction.

### **ARTICLE 33 SICK LEAVE ADMINISTRATION**

#### **Section A:**

(1) Employees shall be charged sick leave for time spent while on duty seeking diagnosis and/or treatment for non-duty related illnesses or injuries.

(2) Employees shall not be charged any type of sick or personal leave for reporting to the Police and Fire Clinic or an urgent care facility when required by the Department to report.

**Section B - EKG and Stress Test Leave Program**

Members placed on sick leave by the Police and Fire Clinic following administration of an EKG or stress test shall promptly schedule and report to an appointment with a certified cardiologist. After the member has been examined by a cardiologist, the member shall promptly return to the Clinic and provide to the Clinic the medical documentation and report of the cardiologist. If the Clinic determines, based on the cardiologist's examination of the member and the medical documentation provided by the cardiologist, that the original decision by the Clinic was in error, or was the result of erroneous information, and the member is returned to full duty at his/her return visit to the Clinic, all sick leave hours used by the member pending his/her return to work shall be restored. The Clinic's determination shall be promptly issued.

**ARTICLE 34**  
**EDUCATION AND TRAINING**

**Section A-Policy:**

Education, training and development of employees with the Department are matters of great importance. Within the budgetary and staffing discretion of the Employer, the Employer will attempt to provide job related development opportunities for employees and notify the employees and the Union concerning policies and procedures designed to accomplish this purpose and the mission of the Department.

**Section B:**

The Employer will use its best efforts to continue to offer a subsidized program of higher education in fire

EMS, and emergency management related subject areas for employees.

**Section C - Administrative Leave:**

The Employer has the prerogative to grant administrative leave to send members to certain schools or courses which are of benefit to the Department.

**Section D - Recertification/Continuing Education:**

It is to the parties' mutual benefit that employees maintain any and all qualifications required to perform their duties, many of which require certification, refresher and/or continuing education, such as Emergency Medical Technician, Paramedic, Hazardous Materials, Confined Space Entry, High Angle Rescue, and other job related courses.. In order to maintain qualified personnel, the employer agrees that all such original training, recertification and/or continuing education shall be accomplished while the employee is on duty, where practicable. An employee shall make every effort to notify the Department ninety (90) days in advance of the expiration of his/her required certification. If an employee's required certification is to expire within ninety (90) days, and the Department is unable to provide the required training, and the employee is willing to obtain his/her certification on off-duty time, he/she shall apply in advance of participating in off-duty training for permission, in writing, to (1) obtain the certification on off-duty time and (2) receive approval for use of a designated training source. If approved in writing, the employee shall receive overtime pay for all off-duty time actually spent in the training activity as well as the cost for the course, if any. The individual participating in such training must provide

proof of successful completion of the course with a passing grade, attendance records and a bill or receipt for the cost of the course. Any individual who does not successfully complete the course with a passing grade who has not completed all the required work shall reimburse the Department for the cost of the course.

**Section E -Training Following Promotion to Supervisory Position**

The Department shall use its best efforts to initiate a member's training within three (3) months before, but no later than nine (9) months after, the member's promotion date.

**ARTICLE JS**  
**TRAINING NEW EMPLOYEES**

The Employer and the Union agree that all newly appointed members shall, prior to assignment to regular duty with the Fire Fighting Division, be detailed to the Training Division for the purpose of undergoing a minimum of a five (5) day indoctrination course in the rudiments of firefighting.

**ARTICLE36**  
**USE OF OFFICIAL FACILITIES**

**Section A - Bulletin Boards:**

Bulletin Boards to be furnished by the Union will be permitted in each firehouse, division, and section for the exclusive use of Local 36. The Property Officer in each of the above locations shall select a prominent place for the Bulletin Board. This Bulletin Board shall only be used for the posting of such material that is directly related to the activities or interests of the Union.

**Section B - Official Space:**

The Union may be granted permission to use official space for meetings.

**Section C - Internal Mail:**

The Union may distribute literature through the Official Fire Department Mail Service. The mail delivery person shall ensure that Local 36 is on his/her daily route.

**Section D - Vocalarm Messages:**

The Union may be granted permission to have unofficial messages transmitted over the Fire Department Vocalarm system with approval of one of the following: Fire Chief, Assistant Fire Chief or Deputy Fire Chiefs.

**ARTICLE37**  
**NEW EMPLOYEES**

The Employer will make time available to the Union during the initial training of new employees. Such time is not to exceed one (1) hour for the purpose of explaining the Union organization. The material the

Union distributes will be subject to review by the Employer.

### **ARTICLE38 WATCH DETAIL**

It is agreed that upon completion of the installation of the CAD system, the communications division will alert and tum out companies to alarms. Further, as of the date of the announced implementation of the CAD system, employees will not normally be required to stand watch at the watch desk. For the purposes of this article an officer or employee assigned to stand watch shall meet the requirement of the Department's orders on standing watches if he/she is on the same floor level of quarters as the watch desk and is able to hear the tone alert system and the ringing of the official phone, is able to greet the public or representatives of the Government and is able to tum out the company (s) on an alarm ifneed be.

### **ARTICLE39 DISTRIBUTION OF CONTRACT**

#### **Section A:**

Local 36 shall print and make available to the Department enough copies of the Agreement so that the Department can distribute one (1) copy to each individual presently in the bargaining unit and, as well, to each new hire during the term of this Agreement.

#### **Section B:**

The Department shall issue the approved contract as F.D. Bulletin No. 1 and shall further issue any

modifications/addendums thereto via General Order to the Department for inclusion in the Bulletin.

## **ARTICLE40 HEALTH**

### **Section A:**

Each member of the Department shall be given an annual physical examination in order to keep abreast of his/her physical condition. This physical examination is to include urinalysis, blood tests, and any other appropriate tests to determine if any symptoms of contagious or infectious disease or drug abuse are present.

### **Section B:**

Bargaining unit employees in the performance of their regular duties may be exposed to contagious or infectious diseases or hazardous materials. To deal effectively with said potential risks:

- (1) Any time that the Employer acquires any information indicating that one or more firefighters have been exposed to a contagious or infectious disease or hazardous material in the performance of his/her duties, the Employer promptly shall notify the employee of that fact and shall furnish to the employee whatever information the Employer possesses with respect to all relevant circumstances surrounding the incident. Additionally, any member exposed to a contagious or infectious disease or hazardous material shall be provided, by the Department, with all information available regarding the health effects of such exposure and, where



appropriate, the Department shall contact appropriate professionals and/or specialists who may be able to provide the employee with information regarding health effects of an exposure.

- (2) The Employer shall provide medical consultation, advice and treatment to any firefighter exposed to a contagious or infectious disease or hazardous material in the performance of his/her duties. An employee who, in the performance of his/her duties, has reason to believe he/she has been exposed to a contagious or infectious disease or hazardous material, shall, at his/her request, be provided appropriate medical testing and treatment.
- (3) Protective clothing and equipment provision shall be addressed by the Joint Safety Committee.
- (4) The Fire Department shall consult with the Union prior to the issuance of rules, regulations, orders or guidelines for dealing with infectious or contagious diseases and hazardous materials.

**Section C - Drug Testing:**

- (1) The Department's drug testing procedure is currently specified in Bulletin 5 (2007), except that with respect to providing members with an opportunity for rehabilitation following a positive test, the provisions of Bulletin 1-A, dated July 1989, shall govern.

- (2) The Department shall determine the component of its workforce that shall be required to participate in a mandatory drug testing program. The parties recognize that any new or modified procedures shall be the subject of mutual agreement between the parties.
- (3) It is jointly understood that involvement of any on-duty member of the Department in an accident while operating any Department vehicle shall provide sufficient cause for immediate drug screening in accordance with Federal Department of Transportation guidelines.

## **ARTICLE 41 ACTING PAY**

### **Section A:**

The parties agree that the Department should make every effort to fill all vacancies in a timely manner so that employees need not be called upon to act in a higher ranked position. The parties also agree in principle that a firefighter who acts in a higher ranked position ("Actor") should be compensated for the additional responsibility, as defined further by this Article.

### **Section B:**

- (1) An employee who is detailed to and has completed service in a higher ranked position (Sergeant, Lieutenant, Captain and EMS Battalion Supervisor) for more than sixty (60) consecutive calendar days shall receive the pay for the higher rank beginning the first full pay

period performed in the higher-ranked position and continuing until the detail is terminated. The Employer shall not terminate a detail which otherwise would have continued for sixty (60) or more calendar days in order to avoid the obligation of paying the higher-ranked pay to the acting employee.

- (2) The Department shall maintain a list of employees qualified to act in higher ranked positions. Where there is a current promotion roster for a position, whenever practicable, employees on that list will be utilized as Actors before other employees are so utilized. Qualified employees shall be utilized as Actors to meet the needs of the Department on a rotating basis within their respective platoons.

## **ARTICLE 42 WAGES**

### **Section A - Fiscal Year 2011**

There shall be no increase in the Fire Service Salary Schedule.

### **Section B - Fiscal Year 2012**

Effective the first day of the first full pay period commencing on or after April 1, 2012, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 3.0% in accordance with past methods of increasing salary schedules.

**Section C - Fiscal Year 2013**

Effective the first day of the first full pay period commencing on or after April 1, 2013, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 3.5% in accordance with past methods of increasing salary schedules.

**Section D - Fiscal Year 2014**

Effective the first day of the first full pay period commencing on or after April 1, 2014, the Fire Service Salary Schedule for employees who are at that time actively employed shall be increased 3.5 % in accordance with past methods of increasing salary schedules.

**ARTICLE 43**

**TECHNICIAN'S PAY/PARAMEDIC PAY**

- (1) Any position currently designated by the Department as a Technician or Firefighter/Paramedic shall be incorporated as a position with a regular rate of pay on the Fire Service Salary Schedule at the current rate of pay, subject to all wage increases provided through this Agreement. As such, all "differentials" or "other" forms of pay for a Technician or Firefighter/Paramedic, which existed under past agreements, shall be included in the base pay and all "differentials" or "other" forms of pay which are paid solely due to these designations, other than base pay, shall be abolished.

- (2) The Department shall develop appropriate position descriptions and position titles for the new technician class commensurate with existing classification rules and procedures and consistent with the provisions of this Agreement. Salary schedules for these positions shall be developed by agreement of the parties consistent with the terms of this Article. Only those employees designated by the Department as and actually serving as Technician, Arson Investigator or Firefighter/Paramedic shall be eligible to be paid at that rate on the Fire Service Salary Schedule.
- (3) (a) Technicians shall receive a premium equal to 5% of Class 1, Step 1, over the pay to which they are otherwise entitled by reason of their Class and Step;
- (b) Effective April 1, 2014, Firefighter/Paramedics (i.e., members who have achieved a level of NREMT-I or above) shall receive a premium equal to 15% of Class 1, Step 1, over the pay to which they are otherwise entitled by reason of their Class and Step.
- (c) Arson Investigators shall receive a premium equal to 10% of Class 1, Step 1, over the pay to which they are otherwise entitled by reason of their Class and Step.
- (4) All additional compensation due under this Article shall be considered basic pay for the purposes of retirement, life insurance, and other

forms of premium pay. All additional compensation due under this Article shall be paid in the same manner as basic pay and shall be subject to the same withholding and deductions as basic pay.

#### **ARTICLE 44**

#### **HOURS OF WORK/ SCHEDULE/LEAVE**

##### **Section A - General:**

Nothing in this Article shall be construed to prevent the Employer from taking any action that constitutes management's right under D.C. Official Code (2001 ed.) § 1-617.08, provided, however, that in taking such action the Employer shall comply with the requirements of Article 6 of this Agreement.

##### **Section B - Tour of Duty:<sup>1</sup>**

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<sup>1</sup> Per Arbitrator Jaffe's award in PERB Case No. 13-1-01, the provisions of Article 44, Section B, are subject to the following "asterisk" conditions:

"Should the PERB's decision in Local 36. IAFF v. District of Columbia Department of Fire and Emergency Medical Service-s, PERB Case No. 13-N-04, Opinion No. 1445 (November 26, 2013), remain in force after all rights of appeal are exhausted or should the parties agree that Article 45, Section B, is not negotiable, then Section B of Article 45 will be deemed null and void. The remainder of Article 45 will remain in effect absent joint agreement to modify or eliminate some or all of those provisions. Should, after all rights of appeal are exhausted or by agreement of the Parties, the Union's LBFO as to Article 45, Section B, be determined to be negotiable, then the adoption of the Union's LBFO as to Article 45 will become final in the sense that it will no longer be conditional.

- (1) The basic workweek for members working in the Fire Fighting Division shall be 42 hours averaged over a 4-week period.
- (2) The work schedule for members working in the Fire Fighting Division shall be 24 hours on duty and 72 hours off duty.

**Section C - Sick Leave:**

Bargaining unit employees in the Fire Fighting Division shall earn sick leave at the rate of 4.5 hours per bi-weekly pay period.

**Section D - Annual Leave:**

- (1) Bargaining unit employees in the Fire Fighting Division with less than three (3) years of service shall earn annual leave at the rate of 4.5 hours per bi-weekly pay period;
- (2) Bargaining unit employees in the Fire Fighting Division with three (3) years but less than fifteen (15) years of service shall earn annual leave at the rate of 7.0 hours per bi-weekly pay period.
- (3) Bargaining unit employees in the Fire Fighting Division with fifteen (15) or more years of service shall earn annual leave at the rate of 9.0 hours per bi-weekly pay period.

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This ruling is without prejudice to any rights which each Party might have or any positions which the Parties might take or have taken with regard to the negotiability of any impact and implementation bargaining proposals that may be made relative to Article 45 in the event that the current 24/72 schedule required by Article 45, Section B, is changed." [Award, p. 111]

**Section E - Leave Balances Upon Transfer Or  
Reassignment:**

- (1) A member who is transferred or reassigned from a 40-hour-per-week position to a 42-hour-per-week position shall have his/her accrued sick leave balance increased by taking the number of hours times 1.125 to reflect the higher earning rate.
- (2) A member who is transferred or reassigned from a 42-hour-per-week position to a 40-hour-per-week position shall have his/her accrued sick leave balance decreased by taking the number of hours multiplied by .889, or the number of hours divided by 1.125 to reflect the lower earning rate.
- (3) A member who is transferred or reassigned from a 40-hour-per-week position to a 42-hour-per-week position shall have his/her accrued annual leave balance increased by taking the number of hours times 1.125 to reflect the higher earning rate.
- (4) A member who is transferred or reassigned from a 42-hour-per-week position to a 40-hour-per-week position shall have his/her accrued annual leave balance decreased by taking the number of hours multiplied by .889, or the number of hours divided by 1.125 to reflect the lower earning rate.

**Section F: Maximum Annual Leave Carried  
Forward:**

The maximum number of annual leave hours that can be carried forward into any leave year shall be 264 hours



for bargaining unit members of the Fire Fighting Division.

## **ARTICLE 45 SERVICE LONGEVITY**

### **Section A - Service Longevity Payment:**

Each employee in active service who has completed, or completes, fifteen (15) years of total service, twenty (20) years of total service, twenty-five (25) years of total service, and thirty (30) years of total service under the D.C. Police and/or Fire Service Salary Schedules shall receive, per annum, a service longevity payment paid at a rate of five percent (5%), ten percent (10%), fifteen percent (15%), and twenty percent (20%), respectively, of his/her annual rate of pay as prescribed in the Fire Service Salary Schedule. An employee is entitled to receive such service longevity payment only as long as he/she is in active service. This service longevity payment shall be considered basic pay for the purposes of retirement, life insurance, and other forms of premium pay. The service longevity payment shall be paid in the same manner as basic pay and shall be subject to the same withholding and deductions as basic pay.

### **Section B - General:**

- (1) The payments made pursuant to Section A of this Article shall satisfy the District of Columbia's obligation to tender "service longevity" payments pursuant to D.C. Official Code §5-544.01 (2001 Ed.).
- (2) "Continuous service" shall mean total service under the D.C. Police and/or Fire Service Salary Schedules.

**ARTICLE46**  
**LEGAL PLAN**

**Section A:**

The Employer shall continue to pay a legal services plan premium for each bargaining unit member. The monthly individual and/or family legal benefit premium shall be in the amount of \$5.85 per pay period effective April 1, 2014. The Employer shall make monthly premium payments directly to the designated provider of the legal services program.

**Section B:**

The Employer's sole responsibility under the terms of this Article shall be to make premium payments as is required under Section A of this Article. To the extent that any disputes or inquiries are made by whatever legal services provider is chosen by the Union, those inquiries shall be made exclusively to the Union. The Employer shall only be required to communicate with the Union to resolve any disputes that may arise in the administration of this Article.

**ARTICLE47**  
**OPTICAL AND DENTAL BENEFITS**

**Section A - Optical:**

The Employer agrees to pay for each bargaining unit member the premium for self or self/family coverage in an approved optical plan at the rate of \$8.50 per month effective April 1, 2004, \$8.84 per month effective April 1, 2005, \$9.19 per month effective October 1, 2005, and \$9.56 per month effective October 1, 2006. The

Employer shall continue to make monthly premium payments directly to the provider of the optical service.

**Section B - Dental:**

The Employer agrees to continue to provide a dental plan which provides applicable single or family dental benefits to all bargaining unit employees. Except as provided in Section C, the benefits to be provided shall be the same as were provided during the term of the Agreement for Fiscal Years 1988-90, unless the Union agrees to a change in benefits. For purposes of this provision and for purposes of Section D below, examples of matters that would constitute changes in benefits include: (1) the charges a member will incur for any dental services (including any charges that becomes applicable if a member uses a particular dentist of his/her choice rather than some other dentist); (2) the procedures a member must follow to obtain benefits and/or to obtain payment therefor; or (3) the "open panel" features of the plan.

**Section C:**

- (1) The Employer's monthly dental premium payments shall not exceed \$41.97 per month for each bargaining unit member effective April 1, 2004, \$43.64 per month effective April 1, 2005, \$45.38 per month effective October 1, 2005, and \$47.20 per month effective October 1, 2006.
- (2) Should these premiums not be sufficient to maintain the same benefits as were provided during the term of the Agreement for Fiscal Years 1988-90, the Union shall identify benefits

to be reduced or eliminated so as to bring the premiums to the levels specified in this Section.

**Section D:**

The optical and dental plans shall be contracted for by the Union, with the Employer's approval prior to implementation, and the providers shall be selected by the Union; provided, however, that the Employer may adopt a self-insured or self-funded dental plan, provided the requirements of Section B, above, with respect to maintaining the benefits that were provided during the term of the Agreement for Fiscal Years 1988-90 are complied with.

**Section E:**

The Employer shall be held harmless from any liability arising out of the implementation and administration of the optical and dental plans (provided that the Employer transmits each month to the carriers payments in the amounts described above, and, if the Employer establishes a self-insured dental plan, that the Employer makes all payments required pursuant thereto). If for any reason the carrier remits any part of the premium paid by the Employer, those funds shall be paid over to the Employer.

**Section F:**

The Benefit provider(s) shall be responsible for program administration and shall bear all such administrative costs.

**Section G:**

The benefit provider for dental services shall be responsible for identifying to the Employer, after

surveying the unit employees, the names and numbers of employees to be carried under individual and family status.

**Section H:**

The Employer shall not make dual premium payments for employees who are married and are both in the bargaining unit, and the benefit provider(s) shall be responsible for identifying to the Employer the names of each designated employee for whom the premium is to be paid.

**ARTICLE 48**  
**PENSION PICK-UP PAYMENTS AND INTERNAL**  
**REVENUE CODE 125 PLAN**

**Section A:**

The Department shall continue to "pick-up" within the meaning of Subsection 414 (h)(2) of the Internal Revenue Code, each bargaining unit member's contribution to the Police Officers' and Firefighters' Retirement Fund. The contributions so "picked-up" are excludable from employees' wages for purposes of income tax withholding and from gross income until subsequent distribution or availability to the employees.

**Section B:**

For purposes of determining retirement benefits, the member contributions which are picked up by the Employer shall be treated as base pay in the same manner as contributions made by employees prior to the commencement of the "pick-up" - program and will, therefore, be included in compensation for purposes of retirement benefit calculations. The Employer's

contribution to the Police Officers' and Firefighters' Retirement Fund will be calculated on the basic pay of employees before the pick-up is deducted.

**Section C:**

For purposes of adjusting the Fire Service Salary Schedule, as set forth in this Agreement, the member contributions which are picked up by the Employer will be included in the member's basic pay.

**Section D:**

The Employer shall continue its existing practice of making pre-tax employee premium contributions as permitted by Internal Revenue Code Section 125.

**ARTICLE 49**  
**RETIREMENT ASSISTANCE PACKAGE**

The employee's Battalion Commander will be the single point of contact to assist members who are ready to retire from the Department. The employee's Battalion Commander will inform the employee of the assigned D.C. Office of Personnel retirement counselor within ten (10) days of being asked by the employee. The Department shall ensure that the D.C. Office of Personnel provides a complete retirement information package to include separation procedures, eligibility for keeping benefits and options, annuity amounts the member can expect and a projected date of their initial retirement check and any other monies owed.

**ARTICLE 50**  
**DEFERRED RETIREMENT OPTION PROGRAM**

**Section A:**

The parties will establish a labor-management committee consisting of equal members of Union and Department representatives, assisted by subject matter experts from within D.C. Government as well as those appointed by the Union to evaluate the feasibility, parameters and appropriateness of a Deferred Retirement Option Program (D.R.O.P.) for employees. The committee may seek funding for an actuarial study of such a program and may recommend potential legislative changes that would be required to implement such a change.

**Section B:**

In the event that any other group of District employees receives or negotiates a D.R.O.P. program during the term of this agreement, the Union and the Department agree to promptly take all necessary steps to negotiate and implement a D.R.O.P. program appropriate for the employees covered by this Agreement.

**ARTICLE 51**  
**PAY CORRECTIONS, EFFECTIVE DATES AND**  
**BACK PAY**

**Section A:**

The Employer shall make applicable changes in an employee's pay in a timely manner.

**Section B:**

Upon a final determination that an employee is entitled to backpay, the Department shall submit the required forms and information to the Department of Human Resources (or other agency responsible for payment) within thirty (30) days after receipt from the employee of the required documentation (including interim earnings and other potential offsets). Backpay shall be paid within sixty (60) days of receipt from the employee of such required documentation.

**Section C:**

The parties agree that the effective date for pay for promotions shall be the date that the promotion was ordered by the Fire Chief, as reflected in the personnel action form.

**Section D:**

The parties further agree that the effective date for pay for service step increases shall be the first day of the first full pay period containing the member's anniversary date.

**Section E:**

The effective date for technician's pay is outlined in Article 21 of this Agreement.



**ARTICLE 52**  
**INTEGRATION OF AGREEMENT/MEMORANDA**  
**OF UNDERSTANDING**

**Section A:**

This collective bargaining agreement represents the complete agreement between the parties for the term and cancels and supersedes any and all previous agreements entered into between the parties, subject to the limitations in this Article.

**Section B** - Applicability of Previous MOU's:

- (1) The Parties agree that to the extent that any party asserts that a Memorandum of Understanding (MOU) that was executed prior to the effective date of the agreement is applicable to resolve an issue pending between the parties, the party making such assertion shall provide a copy of the MOU with an explanation of the reasons for its applicability.
- (2) The MOU shall be void and inapplicable if it is determined that the MOU is: (a) contrary to the CBA; (b) inconsistent with law (c) inconsistent with Department Orders in effect on the effective date of the agreement or, if created subsequent to the effective date, orders enacted after the union has been provided notice and opportunity to bargain; (d) resolves an individual grievance without being intended to establish rules for future situations, or (e) concerns any issue

previously considered and rejected during collective bargaining.

- (3) To the extent that a party asserts that a previously executed MOU is applicable under the above criteria, the MOU may be determined to be inapplicable on the basis of "changed circumstances." Within the context of this provision, "changed circumstances" shall mean that the MOU is no longer applicable due to (a) changes in the FEMS's organizational structure; (b) implementation of different standards of practice or operation; (c) operational updates; (d) changes in technology; (e) any change that has significantly altered the circumstances within the FEMS such that the MOU cannot be effectively implemented as originally intended.

### **ARTICLE 53**

#### **SAVINGS CLAUSE**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE 54**  
**EFFECTIVE DATE, DURATION,**  
**MODIFICATION AND RENEWAL**

**Section A-Effective Date and Duration:**

This Agreement shall remain in effect through September 30, 2014. If disapproved because certain provisions are found to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate legally constituted replacement provision(s) or the offensive provision(s) shall be deleted.

**Section B - Scope:**

It is understood that this Agreement contains the full understanding of the parties as to all existing matters subject to collective bargaining during the life of this Agreement, provided, however, that pursuant to the DC Government Comprehensive Merit Personnel Act of 1978, the DC Government is empowered to take initiatives in certain subject areas which are appropriate for collective bargaining (e.g., Performance Evaluation, Programs for Employee Development, Benefit Study Program, and Occupational Safety and Health Program). To the extent that the DC Government exercises its statutory responsibility to develop such programs and agreements are reached after bargaining with Local 36 during the term of this Agreement, they shall be incorporated into this Agreement.

**Section C -Modifications:**

If the parties mutually agree in writing during the term of this Agreement that modifications of the Agreement are necessary, they may modify it. The party requesting the modifications shall set forth in writing the precise nature of the modifications requested and the reasons therefore. Any modification agreed upon shall become a part of this Agreement.

**Section D - Renewal/Termination:**

The non-compensation provisions of this Agreement will automatically be renewed for one (1) year periods after the initial term, unless either party gives to the other party written notice of intention to terminate or modify the Agreement one hundred and fifty days prior to its termination date. However, the non-compensation provisions of this Agreement shall be considered automatically opened in the event that one of the parties provides the applicable statutory notice that it is seeking to terminate or modify the compensation provisions of this Agreement.

**Section E:**

In the event that Local 36 serves upon the DC Government a timely notice to modify the provisions of this Agreement, but the parties have not negotiated a successor contract as of the expiration date of this Agreement, it is hereby agreed that all provisions of this Agreement shall remain in full force and effect until a successor Agreement is achieved through collective bargaining or through the applicable "impasse" resolution procedures of the DC Government Comprehensive Merit Personnel Act.

Signed in Washington, DC this 1<sup>st</sup> day of February, 2014 by:

For the District of Columbia

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Interim Director, LI 13

For the International Association of  
Firefighters, Local 36:

\_\_\_\_\_

Edward C. Smith  
President, IAFF Local 36

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Repunche Bullock  
Attorney Advisor, OLCB

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Dewi Virk, Esq.  
Counsel for Union

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Brian K. Lee  
Acting Deputy Fire Chief

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The Honorable Phil Mendelson  
Chairman, Council of the District of Columbia  
John A. Wilson Building  
1350 Pennsylvania, NW, Suite 504  
Washington, DC 20004

Re: Bill 20-874, "Interest Arbitration Award and Compensation Agreement between the District of Columbia Fire and Emergency Medical Services Department and Local 36 International Association of Firefighters (Compensation Unit 4) Emergency Approval Act of 2014"

Dear Chairman Mendelson:

Today, I am returning unsigned Bill 20-874, the "Interest Arbitration Award and Compensation Agreement between the District of Columbia Fire and Emergency Medical Services Department and Local 36 International Association of Firefighters (Compensation Unit 4) Emergency Approval Act of 2014." I am pleased that the provisions allowing our Fire and Emergency Medical Services personnel to receive a much deserved salary increase will go into effect. However, as my July 14, 2014, legislative letter to the Council noted, parts of Articles 44 and III of the CBA contain language which directly contradicts the Public Employee Relations Board's (PERB) ruling that tours of duty are exclusive management rights and are therefore non-negotiable.

Although the union recently appealed PERB's ruling to the Superior Court of the District of Columbia, pursuant to D.C. Official Code § 1-617.17(j), the PERB decision is fully operative, and accordingly I urged the Council to approve the CBA after disapproving the following legally insufficient language.

*Article 18*

Article 18 states, "Members whose duties include fire suppression shall be paid overtime for all hours worked in excess of 42 hours averaged over a four-week period." Because management intends to set the non-negotiable basic workweek at 48 hours, no overtime may be paid until 48 hours have been worked.

Article 14. Section 8<sup>1</sup>

The language in Article 44, Section B reads as follows:

- 1) The basic workweek for members working in the Fire Fighting Division shall be 42 hours averaged over a four-week period.
- 2) The work schedule for members working in the Fire Fighting Division shall be 24 hours on duty and 72 hours off duty.

Even though the arbitrator's decision on Article 44 is "provisional" and only takes effect if the PERC decision is reversed by a final decision of the D.C. Court of Appeals (which could take quite a while), I urged the Council to disapprove that paragraph because it will send the wrong signal to the courts, leading them possibly to conclude that the Council shares the view of the union that the tour of duty is a negotiable matter.

While these issues continue to be resolved, it is important that these vitally important public safety employees receive this much deserved increase in pay. It is important that the District approve the increase while removing the two challenging provisions.

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<sup>1</sup> Formerly Article 45 during impmc proceedings before the arbitrator and IJRI.

FY' 2011,  
2112,2113,  
& 2114

FIRE SERVICE  
SALARY SCHEDULES

*\*SALARY RATES ARE ESTIMATES.*



Effective D<11e:	April 8, 2012
Union /Nonunion;	Union
Pay Plan Schedule (DS/WG):	Fire Service
PeopleSoft Schedule:	OSOI72 FS0072 (4:..hrs)
% Increase:	3%
Resolution Number:	AZD-0384
Date of Resolution:	July 30, 2011

[illegible]

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District of Columbia Salary Schedule: Fire Service (Union)

Affected CHU/Service Code(s): LAA 002,LAA D03,LAA D12,

LAA 00J,LAB 002, LAB 003\*,

Effective/bte:

April 7, 2013

Uoloo/Nonunton:

Union

Pay PlaoSchedule (DS/WC):

Fire Service

PeopleSoltSchedule :

050072 FS0072 (42hrs)

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3.5%

Act:lllution H1.nmbfm

A20-03B4

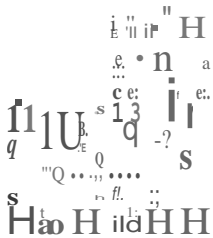
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A. Rected CBV/Sen1.1e Code(s): LAA DOZ, LAA 001\*, LAA DIZ,  
LAA 013\*, LAB 002, LAB 003\*,  
Effective Date: April 6.2014  
Union/Nonunion: Union  
Pay Plan Schedule (DS/WG): Fire Service  
PeopleSoft. Schedule: 050072 FSU072 (42hrs)  
% Increase: 3 %  
Resolution Number: AZO-0384

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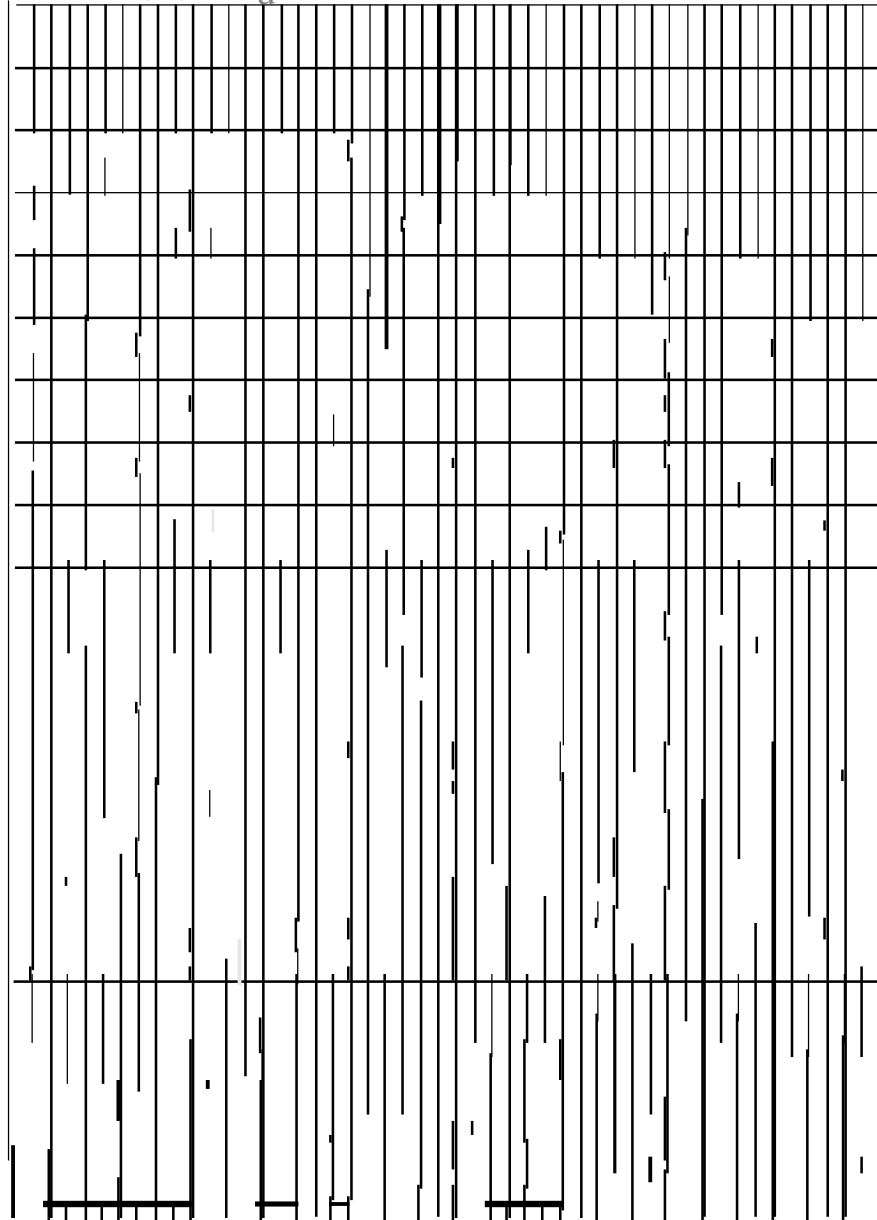
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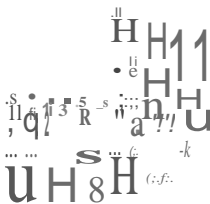
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COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
DISTRICT OF COLUMBIA GOVERNMENT  
FIRE DEPARTMENT



AND



AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES  
LOCA[.·a72t

EFFECTIVE THROOOH"SEP"t:E.MBER 30, 1990

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## PREAMBLE

### Section A:

This Agreement is entered into between the District of Columbia Government, Fire Department (Employer) and the American Federation of Government Employees, Local 3721 (Union).

### Section B:

The parties to this Agreement hereby recognize that the collective bargaining relationship reflected in this Agreement is of mutual benefit and the result of good faith collective bargaining between the parties. Further, both parties agree to establish and promote a sound and effective Labor-Management relationship in order to achieve mutual understanding of practices, procedures, and matters affecting conditions of employment, and to continue working toward this goal.

### Section C:

The parties hereto affirm without reservation the provisions of this Agreement, and agree to honor and support the commitments contained herein. The parties agree to resolve whatever differences may arise between them through the avenues for resolving disputes agreed to through negotiation of this Agreement.

### Section D:

It is the intent and purpose of the parties hereto to promote and improve the efficiency and quality of service provided by the Department. Therefore, in consideration of mutual covenants and promises herewith contained, the Employer and the Union do hereby agree as follows:

## ARTICLE 1 RECOGNITION

All civilian employees of the Fire Department; excluding employees of the Communications Division, Management executives, confidential employees, supervisors or any employee engaged in personnel work in other than a purely clerical capacity.

## ARTICLE 2 EMPLOYEE RIGHTS

Employee Rights shall be in accordance with the provisions of the Comprehensive Merit Personnel Act.

## ARTICLE 3 UNION RIGHTS

### Section A:

The Employer agrees that the Union is entitled to act for and to negotiate on behalf of all employees in the bargaining unit by virtue of its exclusive recognition.

1. AFGE Local 3721 officials or their designee may request the use of their annual leave or compensatory leave time to attend Union sponsored activities.

2. The approving Management official may approve administrative leave for unit employees to attend activities of mutual benefit to the Union and the Employer as mutually agreed upon, provided it creates no conflict with staffing needs. The Union President or his/her designee will determine activities of mutual benefit.

{ )Section B:

The Employer agrees that the Union shall have one (1) representative sit as a non-voting participant on the following committees: Uniform Board, Apparatus Selection Committee, Equipment Selection Committee, and Safety Committee. It is further agreed that the Employer will consult with the Union whenever ad hoc committees are formed to determine whether or not Union representation would be appropriate. If it is mutually agreed that Union representation would be appropriate, the Union may appoint a non-voting participant.

## ARTICLE 4

### UNION SECURITY AND DUES DEDUCTIONS

Section A:

The terms and conditions of this Agreement shall apply to all employees in the bargaining unit without regard to Union membership.

Section B:

The Union shall be responsible for representing the interests of all unit employees without discrimination and without regard to membership in the Union.

Section C:

1. Contingent upon the Union's one-time demonstration upon execution of this Agreement that at least 2/3 of the members of the bargaining unit are paying dues as verified by the Employer's payroll system, (formally) with two (2)

... )\tll pay periods after this Agreement becomes effective as stipulated in Section A of the Duration and Finality of Agree..

ent Article, the Employer shall automatically deduct from the wages of all bargaining unit employees who are not

Union members, an agency service fee in an amount equal to the Union dues that is attributable to representation.

2. Membership in the Union or payment of the service fee shall not be a condition of employment.

#### Section D:

Employees desirous of cancelling authorization for voluntary dues deductions may do so only in accordance with the provisions of D.C. Form 277. However, agency service fee deductions as provided in Section C above shall remain in effect for the duration of this Agreement.

#### Section E:

If any court action is brought against the Employer as a result of the contractual provision regarding service fee", the Union will intervene as a party defendant for the purpose of defending the propriety of the contract under the law. In any case in which court judgment is entered against the Employer for service fees held to have been improperly transferred to the Union, and such judgment is not overturned on appeal to the District of Columbia Court of Appeals, or high court the amount of such service fee held improperly deducted from the employee's pay, and actually transferred by the Employer to the Union, shall be returned to the Employer or conveyed by the Union to the successful complaining party or parties.

#### Section F: Dues and Service Fee Deductions

The Employer agrees to withhold the payment of dues to the Union from the wage of unit employees authorizing such deductions on D.C. Form 277, or as provided by Article 3, Section C. The Employer shall pay over to the Union such dues or service fee amounts each period less a fee of \$ 07

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for performing this service.



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## ARTICLE 5 UNION REPRESENTATION

### Section A:

The Employer will recognize unit stewards and elected officers, not to exceed eighteen (18) designated as such by the Union, and nonemployee Union officials as the duly authorized representatives of the Union. Employee representatives, excluding the Union President, a Vice-President, the Chief Shop Steward, and two (2) designees as may be appointed by the President, shall only be authorized to engage in permissible Labor-Management business (as defined) by this Article) within the shift and work area designated by the Union as agreed to by Management.

### t--> Section B:

The Union will furnish the Employer, in writing, with the names and work locations of elected officers, stewards and authorized representatives, and submit changes as they occur.

### - Section C:

**t** When it is necessary for contracts to be made between employees and Union representatives to transact permissible Labor-Management business, as defined in this Article, both the Union representative and the employee shall request approval from their immediate supervisor(s) to be relieved from duty for this purpose. The supervisor(s) shall be informed of the purpose of the request, the employee's destination if he/she is leaving the immediate work area, the amount of time needed and the employee he/she desires to contact. The Union representative, if eligible to be relieved from duty, shall first notify his/her supervisor that the request has been made and also receive approval by his/her own supervisor. In the event neither supervisor

visor agrees to grant release from duty for such purposes another date and time will be arranged that is agreeable to all parties. The Employer agrees that permission for a Union representative to participate in permissible Labor-Management business shall be granted and will not always allow for release of employees from their assignments as requested.

#### Section D:

Union officers and stewards who are unit members will be permitted reasonable official time, in accordance with this Article to engage in the following Labor-Management business:

1. Assist employees in the preparation and presentation of grievances;

2. Arrange for witnesses and to obtain information or assistance relative to a grievance or arbitration appeal;

3. Consult with Department officials as provided in Article 6, Labor-Management cooperation;

4. Meet with Management officials outside the Department;

5. Meet for the purposes of negotiations, pursuant to Article 34, Duration. Union representatives shall not exceed four (4) employees; and,

6. The Union President may meet with public officials on issues of mutual benefit to both Labor - and Management.

#### Section E:

The Union agrees that grievances should preferably be investigated, received, processed and presented during the first and last hour of the grievant's scheduled tour of duty.

(-.);action F:

Official time shall be granted upon written request to the appropriate Division Director or his/her.. designee for designated Union representatives to attend scheduled meetings with Management officials outside the Department. Such meetings may include representation of employees in hearings or appeals conducted outside the scope of this Agreement.

- However, should the constraints make it impracticable to provide advance written notification, the Union representative shall obtain verbal permission from the appropriate Division Director or his/her designee to attend such scheduled meeting(s). If the Division Director or his/her designee is unavailable, the Union representative shall obtain permission from the appropriate Assistant Director or his/her.. designee.

Section G:

Union representatives assigned tours of duty of other than day shift and scheduled days off shall have their assigned tour of duty and scheduled day off (if applicable) changed to coincide with the times of a scheduled Labor- management business meeting. However, no overtime or other forms of compensation shall be allowed for attendance at any such time.

Section H:

The Employer will make time available to the Union during the initial formal orientation of new employees. Such time is not to exceed forty-five (45) minutes for the purpose of explaining the Union organization unless the parties mutually agree to extend the time. Any material the Union submits to the Employer will be presented to the Employer for its review.

Section I:

This Article does not preclude employees from selecting someone other than a Union representative to represent him/her in a grievance except that no rival organization may represent RD; employee in the negotiated grievance procedure, and provided also that if other than a Union representative (excluding Management and supervisory officials) is used, a representative of the exclusive organization must be given opportunity to be present at any meeting held to resolve the grievance.

## ARTICLE 6 DISTRIBUTION OF HEALTH BENEFIT PLAN BROCHURES

The Employer agrees to distribute the AFGE Health Benefit Plan Brochure to all eligible employees during open health benefit enrollment periods.

## ARTICLE 7 LABOR-MANAGEMENT COOPERATION

To provide for joint consultation and to further Labor-Management cooperation, the parties agree as follows:

Section A:

Three (8) representatives of both parties no more than one (1) from each party shall meet monthly unless both parties agree that no meeting is required. Meetings will be held for such purposes as: (1) dissemination of information; (2) the submission of suggestions for improving efficiency, Working Conditions, employee sentiment; Q.t.f.a.J to resolve other problems of interest of employees.

(-) Section B:

Agenda items shall be mutually exchanged at least five (5) working days prior to such meetings. " . . . "

Section C:

The Employer agrees to provide appropriate personnel to respond to agenda items if necessary.

Section D:

Any item affecting an individual shall not be included in agenda items or discussed at the above-described meetings.

## ARTICLE 8 USE OF GOVERNMENT FACILITIES

Section A:

The Union will be granted permission to use official space for meetings, upon request to the Fire Chief or his/her designee five (5) calendar days in advance, subject to availability.

Section B:

The President or designee will be responsible for signing and using the Union letterhead on all literature to be distributed through the official Fire Department mail service and on all literature posted on bulletin board space provided by the Department.

Section C:

The Union may be granted permission to have official messages transmitted over the Fire Department Vocalarm system with approval of the Fire Chief or designee.

~~The Employer will provide space on bulletin board~~

in all

ork areas. In the event the Uni(;> requ.lres more b etin -

1 ) board space, the Union may provide its own bulletin boards for its exclusive use. Bulletin boards will be permitted in 11 facilities where employees of the bargaining unit. &J"e assigned. The Properly Officer of each facility will be responsible for identifying a prominent location for the bulletin board.

## ARTICLE 9 REGULATIONS AND RELEASE OF INFORMATION

### Section A :

Within 90 days after the effective date of this Agreement or as soon thereafter as it becomes available, the Employer agrees to provide the Union President with one (1) copy of ... ) the foll9wing:

1. Fire Department rules and regulations, Fire DeI?mtment order book, and Fire Department bulletin\_book; anci,
2. Ambulance Bureau operating procedures.

### Section B:

The Employer shall make .available to the Union upon its reasonable request an Y , regulations, rules or other information available to the Employer relevant to negotiations. The Union agrees to pay the cost incurred in the compilation of information they request.

### Section C:

The Union agrees to furnish sufficient information as to the relevancy of their request to negotiations or enforcement of the Agreement. . --.

### Section D:

The Employer agrees to provide the Union President with snecistl orders, general orders, mein.oranda and EAB'

(..\_) memoranda pertaining to unit employees at the time of their issuance.

## ARTICLE 10 PERSONNEL FILE

### Section A:

The official personnel file of all employees in the bargaining unit covered by this Agreement shall be maintained by the Office of Personnel.

### Section B:

An employee shall have the right to view his/her official personnel file and, upon request, inspect or copy any document appearing in his/her official personnel file, consistent with release of information as prescribed in the Comprehensive Merit Personnel Act and District regulations.

### Section C:

Upon presentation of written authorization signed by an employee, the Union representative may examine the employee's official personnel file and request that copies be made of materials contained therein.

### Section D :

The Employer shall keep all arrests from the Metropolitan Police Department, fingerprint records and other confidential reports in a confidential file apart from the official personnel folder. No person shall have access to the confidential file without authorization from the Director of Personnel.

### Section E:

Each employee shall have the right to present information immediately germane to any information contained in his/her official personnel file.

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### Section F:

Upon written request the employee shall receive a copy of any material in his/her official personnel file not previously received, in accordance with personnel rules and regulations.

## ARTICLE 11 POSITION DESCRIPTIONS

### Section A: Intent

Position descriptions will be prepared so as to meet the standards of adequacy prescribed in the District Personnel Regulations. They shall contain the principle duties, responsibilities, and supervisory relationships for the purpose of classification. The parties agree that position descriptions are only descriptive of the major duties assigned to a position and therefore shall conclude with the sentence: "Performs other related duties".

### Section B: Copies of Position Descriptions

The Employer will furnish each employee a copy of his/her position description in a timely manner after entry on the job, and upon assignment to a different position, and when changes occur in his/her position that require the position description to be redescribed.

## ARTICLE 12 CONSULTATION AND COUNSELLING

### Section A:

Since a variety of problems can adversely affect employee behavior and job performance at all levels of responsibility,

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employees who are suspected of having a medical-behavioral problem will be afforded the opportunity for counselling, as provided by District Personnel Rules and regulations and the Department's Orders and Policies. In appropriate cases consideration shall be given to mitigating and aggravating circumstances prior to taking adverse action..

#### Section B:

Both the Employer and the Union recognize that all employees in the bargaining unit deal with varied amounts of stress. Therefore, the Employee will be encouraged to seek assistance from the Department's Stress Management Program and other appropriate Agencies to deal with stress and burnout in the performance of their jobs.

#### Section C:

..-). . . The Memorandum of Understanding on Procedures For Substance Abuse Testing, dated October 21, 1987, shall not be subject to and takes precedence over this Article.

## ARTICLE 13 EMPLOYEE HEALTH PROGRAM

The Department agrees that EAB (EMTs and paramedics) and Apparatus Division personnel may come into contact with various contagious diseases in the performance of their duties. If the employee has come into contact with a patient or equipment used in treating or transporting a patient who has been diagnosed as having a contagious disease, if there is a known vaccination, the Department will take steps to ensure that the employee receives the vaccination, if the Department will continue to investigate the feasibility of establishing a vaccination program.

## ARTICLE 14 HUMANITY

### Section A:

The Employer agrees that all ambulances operated by Emergency Ambulance Bureau of the District of Columbia Fire Department will be maintained in a safe and proper mechanical working condition.

### Section B:

Depending on weather conditions, all ambulances will have operational heaters, air conditioners and defrosters.. All emergency lights, sirens,, two way radios, and emergency equipment will be kept in proper working order.

### Section C:

The parties understand that repairs to ambulances and equipment will be made by the Employer as soon as maintenance schedules permit.

## ARTICLE 15 UNIFORMS

### Section A:

The Department agrees to provide employees in the Apparatus Division, and the Emergency Ambulance Bureau the items and quantities listed below when such items are needed, in the regular performance of their duties:

#### 1. Apparatus Division

Twelve (12) long sleeve shirts

Twelve (12) short sleeve shirts

Twelve (12) pairs of pants

One (1) jacket

One (1) set of rain gear

One (1) pair of boots (rain gear)

One (1) pair of gloves  
 One (1) hard hat  
 One (1) pair of safety glasses

## 2. Emergency Ambulance Bureau

Seven (7) long sleeve shirts (Fire Department Decals)  
 Seven (7) short sleeve shirts (Fire Department Decals)  
 Seven (7) pairs of pants  
 One (1) winter jacket with lining  
 One (1) garrison belt with brass buckle  
 Two (2) neckties or two (2) ascots for female employees  
 Three (3) sets of collar insignias  
 One (1) protective helmet  
 One (1) sweater  
 One (1) pair of boots (rain gear)  
 One (1) blue baseball cap (Fire Department insignia)  
 One (1) protective hearing gear  
 One (1) reflector vest  
 One (1) set of rain gear

### Section B:

Subject to budgetary and procurement limitations the above quantities will be provided to each employee.

### Section C:

Replacement items will be issued when needed as available.

### Section D:

Upkeep of the uniforms is the employee's responsibility; except as provided in Section E.

### Section E:

Uniforms for employees of the Apparatus Division shall be commercially cleaned, at the expense of the Employer, and receive acid-proofing.

and sh

## Section F:

Tools/equipment used by employees in the Apparatus Division, that are broken or stolen in the performance of their official duties, will be replaced by the Department provided that the employee can demonstrate to the Department the following:

- a. The employee can demonstrate proof of purchase of the tools/equipment;
- b. The tools/equipment were stolen or broken in the performance of their official duties; and,
- c. The tools/equipment will not be replaced or fixed by the manufacturer or vendor from whom purchased.

## ARTICLE 16

### EMT ENTRANCE EXAMINATIONS

Both Management and Union realize that through the employment and retention of qualified personnel the mission of the District of Columbia Fire Department Emergency Ambulance Bureau will be enhanced and the citizenry of the District will be better served.

It is therefore agreed that upon the drafting of an entrance examination for EMT personnel; and any preappointment agility test, the Union shall be notified so that the Union may submit comments and recommendations if it so desires.

## ARTICLE 17

### EDUCATION AND TRAINING

## Section A:

The Employer and the Union agree that education, training and development of employees within the Department, if

( J are matters of importance. Through the procedures established for Labor-Management cooperation, the parties shall seek the education, training and development of employees.

#### Section B:

The Employer agrees to pursue higher education program for employees which is of mutual benefit to the Employee and Employer.

#### Section C:

Management agrees to provide the unit employees of the Emergency Ambulance Bureau with official time to allow the employee to maintain his/her recertification requirements.

#### Section D:

The Union will be consulted and asked to submit recommendations and suggestions for the development of an Education and Training Program prior to its implementation for newly hired Emergency Medical Technicians.

## ARTICLE 18 AWARDS

#### Section A:

Civilian personnel of the D.C. Fire Department, represented by this Union, will be eligible for all awards issued by the D.C. Fire Department:- These awards shall include, but are not limited to:

1. Letters of Recognition.
2. Letters of Commendation.
3. Incentive awards, both monetary and nonmonetary.
4. The Fire Department's Bronze Bar (Valor or Merit).

These awards shall be presented in the same manner, as they are to the Firefighting Division, if and when, but not limited to the same action.

#### Section B :

All Letters of Recognition and Commendation as received in the Fire Department shall henceforth become an official inclusion into the personnel folder of those employees so acknowledged.

## ARTICLE 19 PATIENT CARE

#### Section A:

In the event of emergency patient care, the Incident Commander on the scene shall consult with the highest medically certified person regarding optimum patient care in accordance With applicable Laws, - Rules and Regulations.

#### Section B:

It is recognized that ambulance units must be staffed by certified personnel.

## ARTICLE 20 FELONIOUS ASSAULT

Within thirty (80) days of the signing of this Agreement a joint committee representing both Management and the Union will be established. The purpose of this Committee will be to approach the necessary parties, City Council, Metropolitan Police Department, the Mayor, etc. with the intention of including Fire Department employees, represented by Local 3721, in the Felonious Assault program. Said Committee will actively pursue its goal to completion, which will include the legislative P

## ARTICLE 21 EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Employer that Local 3721 members are assured equal opportunity in employment matters and toward this end, there shall be no direct or indirect discrimination in accordance with the applicable EEO laws and regulations. The Union agrees to cooperate with and assist the Employer in achieving these objectives.

The Department agrees to provide the necessary procedures to process complaints of discrimination in accordance with the appropriate legal authority having jurisdiction over such complaints. Such appeals/complaints shall be handled exclusively by such authority.

## ARTICLE 22 CLEAN-UP TIME

Employees in the Apparatus Division shall be granted a fifteen (15) minute clean-up period prior to the end of a work shift.

## ARTICLE 23 REST PERIODS

### Section A:

Employees in the Apparatus Division shall be provided a fifteen (15) minute rest period for each four (4) hours worked, to be scheduled by the supervisor.

### Section B:

Where possible, rest periods shall be scheduled at the discretion of the Employer.



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## Section C:

EAB per onnel working the street/field will be afforded reasonable time for consumption of meals as the demands or the service will allow or dictate

## ARTICLE 24 LIGHT DUTY

### Section A:

Both Management and the Union recognize the fact that there are no light duty positions in the bargaining unit.

### Section B:

In order to assist an employee, who is incapacitated due to an on the job injury and unable to perform the full range of duties of his/her position, Management agrees that if the nature of the injury is short term, Management will find work, if it is available for a period of 90 days. During this 90 day period, the employee must obtain a physician's certificate indicating a date when the employee is expected to be able to return to full duty.

### Section C:

No employee will be called in this capacity for more than 180 days unless his/her return to full duty can be reasonably expected by his/her physician within a reasonable amount of time commensurate with the injury. Any such extension must be approved by the Fire Chief or his/her designee. If the extension is disapproved, the affected employee must be notified in writing of the reasons thereof.

### Section D:

After the initial 180 days as provided in Section C an employee must return to full duty or seek compensation or

remuneration through the appropriate Agency.

## ARTICLE 25 CONTRACTING OUT

The Employer agrees not to contract out to the extent that employees in the bargaining unit would be idle.

## ARTICLE 26 DETAILS AND ACTING PAY

### Section A: Details

Details shall be made in accordance with appropriate provisions of the District Personnel regulations.

### Section B: Acting Pay

An employee detailed or assigned to perform duties at a higher-graded position for more than 90 consecutive days shall receive acting pay and have their pay adjusted to the highest rate of pay beginning the first full pay period following the 90 day period.

### Section C:

Management shall take measures to insure that an employee assigned or detailed to a higher graded position is not arbitrarily removed from the detail and then reinstated to the detail in order to avoid acting pay in accordance with

Section above.

### Section D:

Details may be appropriately used to meet emergencies

occasioned by abnormal work loads, changes in mission or organization, or unanticipated absence. The Employer realizes that any detail should be made with the understanding that it is of a temporary nature and that the duration shall be to a minimum.

~~tion of a detail is to be kept~~

### Section E:

The permanent filling of the position shall be made in accordance with existing rules and regulations.

## ARTICLE 27 TRANSFERS AND REASSIGNMENTS

### Section A: Employer Rights

It is recognized that the Employer has the right to transfer or reassign Employees whenever the interest of the service so requires, but transfers or reassignments shall not be used as a form of reprisal.

### Section B:

All employees transferred shall be given at least seven (7) calendar days advance notice whenever practicable, unless otherwise agreed on by the Employer and the Employee, or unless staffing needs dictate immediate coverage.

### Section C: Involuntary Transfers

It is agreed that involuntary transfers or reassignments will not be made without just cause, and that upon written request any Employee transferred or reassigned will be informed by a responsible supervisor of the reason such transfer or reassignment was made.

### Section D:

Employees requesting reassignment shall submit a request in writing to the appropriate Management officials. Such request will be answered within twenty (20) working days.

## A.F.I.C.I.E 28 PERFORMANCE EVALUATION.

The parties agree that a performance rating plan has not been established as provided in Section 1401 of the Oom-

comprehensive Merit Personnel Act (CMPA). The present system used to evaluate performance will continue to be used until such time as the performance rating prescribed in J'i Je 14 of the CMPA is established after negotiation with the Union.

## ARTICLE 29 PROMOTION-MERIT STAFFING

### Section A:

All vacancies in the bargaining unit shall be filled in accordance with the Merit Staffing Plan as outlined in the District Personnel Manual.

### Section B:

The Employer will administer the following practices and principles:

1. The Employer will post all job vacancy announcements in accordance with the Merit Staffing Plan. Three (3) copies of the vacancy announcement will be provided to the President of the Local.

2. Applicants will be evaluated based on established guidelines, and a list of best qualified candidates will be referred to the Selecting Official. If one (1) candidate on the best qualified list is interviewed for the position, all candidates on the list shall be interviewed.

3. **Without discrimination and based upon merit, fitness and qualification for the position.**

4. A selected candidate will be notified and promoted or reassigned to the position as soon as is practicable.

5. The Employer will notify in writing all applicants of the outcome of their application for the position.

- ( ) 6. No employee may grieve non-selection unless there has been a procedural violation of the Merit Staffing Plan or this Article. Complaints of non-selection due to discrimination are appealable to the D.C. Office of Human Rights and are not subject to the negotiated grievance procedure.

## ARTICLE 30 DISCIPLINE

### Section A:

1. Discipline shall be imposed by the Employer for cause as defined by the Comprehensive Merit Personnel Act. Appeal of corrective or adverse actions shall be made in accordance with this Article.

2. The removal and appeal of probationary employees will be governed by the CMPA and applicable District Personnel Regulations.

### Section B:

Employees have the right to contest corrective or adverse actions through either the Office of Employee Appeals (OEA) or the negotiated grievance procedure. An employee shall exclusively elect either of these procedures in writing. The selection once made cannot be changed.

1. Should the employee elect to appeal the action to OEA, such appeal shall be filed in accordance with OEA regulations.

2. Should the employee elect to grieve the action under the negotiated grievance procedure, the grievance must be filed at Step 2 if the deciding official is anyone other than the Fire Chief or at Step 8 if the deciding official is the Fire Chief. Said filing must be taken within (15) calendar days from the effective date of the action.

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...)

Section C:

If the Employee has reason to verbally admonish or reprimand an employee, it shall be done in a manner that it will not embarrass the employee before other employees or the public.

Section D:

: Employees requested to reply to corrective or adverse actions will be informed of the right to have a representative  
5 present.

? Section E:

? The Employer and the Union recognize that all employees ; are entitled to reasonable and timely notice of disciplinary action and the basis of such action. At any time an employee is requested to provide a special report or the Employer seeks to meet with the employee because of a citizen complaint or other reason which the employee believes could lead to : disciplinary action, the employee has the right to have a t- Union representative. The employee has the right to have a copy of a written complaint as soon as possible after the }. Employer has received it.

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## ARTICLE 31 GRIEVANCE PROCEDURE

Section A:

f A grievance is any alleged violation or any misapplication i. or misinterpretation of this Agreement or any other written negotiated agreement between the parties or any violation misapplication or misinterpretation Of personnel rules and/or regulations that affect terms and conditions of employment.

## Section B:

1. This procedure is designed to enable the parties to settle grievances at the lowest possible level.

### 2. Categories of Grievances

a. *Personal-A* grievance of a personal nature may be brought by the employee or the Union. In the case of an individual grievant proceeding without Union representation the Union must be given the opportunity to present and offer its view at any meeting held to adjust the grievance. Where an employee is initially represented by a representative other than the Union representative and later desires Union representation in the same grievance, the acceptance of such representation shall be at the sole option of the Union.

b. *Group-A* grievance involving a number of employees in the unit may be filed at the lowest step of the grievance procedure where resolution is possible.

c. *Class-A* grievance involving all the employees in the bargaining unit may be filed and signed by the Union President directly at Step 3 of the grievance procedure. Grievances so filed will be processed only if the issue raised is common to all unit employees. A Class grievance must contain all information specified in Section B(3)(B), Step 2 of the grievance procedure and the Fire Chief or his designee shall respond in writing within fifteen (15) working days of its receipt.

### 3. Procedural Steps

a. *Step 14* The aggrieved employee and/or the Union representative shall or may present and discuss the grievance with the employee's shift supervisor or shop foreman whichever is applicable, within 10 working days of the occurrence of the event giving rise to the grievance, or within 10

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( ) f. ten (10) working days of the Union, or employee's knowledge of occurrence of the event giving rise to the grievance. The supervisor is to make a decision on the grievance and orally communicate this decision to the employee or the Union representative within five (5) working days from the presentation of the grievance.

b. *Step 2*; If the grievance remains unsettled the employee or the Union representative shall submit the written grievance to the Director EAB or Deputy Chief, Apparatus or Deputy Administrator for Administration whichever is applicable, within ten (10) working days following the supervisor's oral response in Step 1. This specific Step 2 grievance shall be the sole and exclusive basis for all subsequent steps except as provided in Section B of Article 33, Discipline. The grievance at this and every further step shall contain:

1. The date of filing.
2. The name of the Grievant.
3. The date(s) on which the alleged violation occurred.
4. A statement of the specific provision(s) of the Agreement alleged to be violated.
5. The manner in which the alleged violation occurred.
6. The action requested and remedy sought.
7. The name of steward or Union officer filing grievance.

'Should the grievance not contain the required information, the grievant shall be so notified and granted ten (10) working days from receipt of notification to resubmit this grievance. Failure to resubmit the grievance as required within the ten (10) working day period shall void the grievance.



The appropriate supervisor shall respond to the employee or the Union representative by writing to the grievant within ten (10) working days of its receipt.

c. *Step-3.* If the grievance remains unsettled the employee or the Union shall submit the written grievance to the Fire Chief within ten (10) working days following the response of the appropriate superior in Step 2. The Fire Chief or his designee and those he may further name shall meet with the grievant and/or the Union representative or other representative in an attempt to settle the grievance within ten (10) working days of submission to the Fire Chief. The Fire Chief shall respond in writing within ten (10) working days of said meeting.

d. *Step 4.* If the grievance remains unsettled the Union, within ten (10) working days from receipt of the Fire Chief's response, shall advise the Fire Chief in writing whether the Union intends to request arbitration on behalf of the employee or employees on the matter. Should the Union request arbitration such request shall include a statement setting forth the precise issue to be decided by the arbitrator and the specific provision(s) of the Agreement alleged.

#### 4.. Arbitration

a. *Selection of an Arbitrator-* Within ten (10) working days from the Fire Chief's receipt of the request to arbitrate, a request shall be made to the American Arbitration Association (A.AA) or to the Federal Mediation and Conciliation Service (FMCS) to refer a panel of seven (7) impartial arbitrators. Upon receipt of the AAA or FMCS panel the parties will select one (1) of the names on the panel as mutually agreeable or if there is no mutually agreeable arbitrator, each party alternately strikes a name from the submitted panel until one (1) remains. The Union strikes first, third and fifth,

( ) - the Fire Chief or his designee second, fourth and sixth. If, before the selection process begins, none of the submitted arbitrators are acceptable, a new panel may be sought.

b. The arbitrator shall hear and decide only one (1) grievance in each case, unless the parties agree otherwise. In the event the Department asserts nonarbitrability, the issue of nonarbitrability and the merits of the case shall be heard by a single arbitrator.

c The arbitration hearing shall be informal and the rules of evidence shall not strictly apply

d. The hearing shall not be open to the public or persons not immediately involved.

e. Witnesses shall be sequestered upon the request of either party.

f. Either party has the right to have a verbatim stenographic record made at its own expense. The expense may be shared upon mutual agreement.

g. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning, and conclusions within thirty (30) calendar days after the conclusion of the hearing or within thirty (80) calendar days after the arbitrator receives the parties' briefs if any, whichever is later.

h. The arbitrator shall not have the power to add to, subtract from or modify the provisions of the Agreement through the award. The arbitrator shall confine his award solely to the precise issue presented.

i. The arbitrator's award shall be binding upon both parties during the life of this Agreement.

j. A statement of the arbitrator's fee and expenses shall accompany the award. The fee and expenses of the arbitrator shall be borne equally by the parties.

( )

k. Either party may appeal the arbitrator's award through procedures contained in the Comprehensive Merit Personnel Act.

## 5. General

a. No matter shall be entertained as a grievance unless it is raised within ten (10) working days of the occurrence of the event giving rise to the grievance, or within ten (10) working days of the Union's or employee's knowledge of occurrence of the event giving rise to the grievance.

b. Any grievance not advanced to the next step by the employee or the Union representative within the time limit specified in that step shall be deemed abandoned. If the Fire Department does not respond within the time limit specified in each step, the employee may invoke the next step treating the lack of response as a denial of the grievance.

c. All time limits shall be strictly observed unless the parties mutually agree to extend the time limits.

d. The presentation and discussion of grievances shall be conducted at the time and place which will afford a fair and reasonable opportunity for both parties and witnesses to attend. Such witnesses shall be present only for the time necessary for them to present evidence. When discussions and hearings required under this procedure are held during the work hours of the participants, such participants entitled to be present shall be excused with pay for that purpose.

e. Within thirty (30) working days of the effective date of this Agreement, the Department shall issue orders designating shift supervisors and their assigned units for the purpose of this Article.

f. The parties agree that "workday" means Monday through Friday.

## ARTICLE 32 PRINTING AND DISTRIBUTION OF CONTRACT...

The Employer and the Union agree to share equally the cost of printing 600 copies of this Agreement. The Union will receive 400 copies to be distributed to bargaining unit members and new hires during the term of this Agreement.

- Management will receive 200 copies to be distributed as the Department sees fit.

## ARTICLE 33 NO STRIKE OR LOCK OUT

### Section A:

Under the provisions of Section 1705 of D.C. LaYi 2-139, codified in D.C. Code §1-18.5, it is unlawful to participate in, authorize, or ratify a strike.

### Section B:

The term "strike" as used herein means failure with others to report for duty, any concerted absence from position, any concerted stoppage of work, and concerted slow-down, sick out, refusal to work, call-in or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment, and without the lawful approval of management authority.

### Section C:

1. Violation of any provision of this Article by the Union shall be cause for the Employer's terminating this Agreement.

Upon the giving of written notice to this effect to the President of Local 3721, in addition to whatever other relief may be available to the Employer at law or in equity...

( )

2. Any employee covered by this Agreement who participates in any action prohibited by this Article may be discharged, suspended, demoted, or otherwise disciplined at the option of the Employer.

3. Upon notification to the Union of a strike, the Union will immediately issue a release of the media disavowing the strike. The Union will also promptly direct unit employees to resume their normal work duties. Upon compliance with this Section, the Employer shall not terminate the contract for non-striking employees.

#### Section D:

Subject to the Union's faithful compliance with the provisions of A, B and C of this Article no lockout shall be instituted by the Employer during the term of this Agreement.

## ARTICLE 34 SAVINGS CLAUSE

Should any part thereof or any provision of this Agreement contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

## ARTICLE 35. DURATION AND FINALITY OF AGREEMENT

#### Section A:

This Agreement shall remain in full force and effect until September 30, 1990- The agreement will **booo** upon the Mayor's approval subject to the provisions of

§1-618.16 of the D.C. Code (1987 Repl.). If disapproved because certain provisions are asserted to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision(s) or the offensive provision(s) shall be deleted..

#### Section B :

The parties acknowledge that this Contract represents the complete Agreement arrived at as a result of negotiations during which both had the unlimited right **and** opportunity to make demands and proposals with respect to any negotiable subject or matter. The Employer and the Union agree to waive the right to negotiate with respect to any subject or matter covered or referred to in this Agreement for the duration of this Contract unless by mutual consent.

#### Section C:

In the event that a state of civil emergency is declared by the Mayor (civil disorders, natural disasters, etc.) the provisions of this Agreement may be suspended by the Mayor during the time of emergency.

#### Section D:

All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the Employer's direction and control. However, when a Departmental change not covered by this Agreement directly impacts on the conditions of employment of unit members, such change, **in** accordance with the CMPA, shall be a proper subject of negotiation.

#### Section E:

This Agreement shall remain in effect until September 30, 1990, and will be automatically renewed for a three (3) year ~~period thereafter unless either party gives to the other party~~ written notice of intention to terminate or modify the

Agreement one hundred and eighty (180) days prior to its expiration date. In the event that either party requests modification of any article or part of any article, the inclusion of additional provisions, only the related articles or parts of the articles shall be affected and the unrelated articles and/or parts of articles shall continue in full force and effect.

## ADDENDUM

Pursuant to the Memorandum of Understanding dated January 21, 1989, this Addendum on Hours of Work/Tours of Duty imposed upon the parties through an interest arbitration award, is hereby attached to the Working Conditions Agreement and incorporated by reference into the Compensation Units 1 and 2 Agreement for Fiscal Years 1988-1990..

### Section A:

In accordance with D.C. Code §1-618.8, Management shall take action necessary to maintain and improve the efficiency of its operations, ensure quality service delivery to the public, determine the number of employees assigned to a tour of duty and take whatever actions necessary to carry out its mission in emergency situations. -Accordingly, Management Will, in order to meet peak/off-peak call demand volume, implement a work schedule consistent with the provisions of this Article to accomplish the above-stated goals.. Attached, to be considered as an Addendum is the work schedule and tours of duty to be implemented, at Management's option and with thirty (30) day advance employee notification.

### Section B:

Shift assignments shall be made on a volunteer basis. In the event there are not enough volunteers to staff the shifts or if there are too many volunteers for a given shift, shift

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assignments shall be determined on a seniority basis. Seniority is defined as time served in the EAB. The employee with the highest seniority will be offered the choice of the possible slots, the employee with the next highest seniority will be offered the choice of the remaining slots. This procedure will be continued until all employees have been assigned shifts.

### Section C:

Emergency Ambulance Bureau personnel shall work twelve (12) hour shifts as their normal scheduled daily tour of duty and which shall continue to constitute for pay and leave purposes, a forty (40) hour workweek in a 24 week cycle.

### Section D:

Annual and sick leave shall be earned in accordance with District Personnel Regulations: "Kelly" days shall be provided by the Department to compensate EAB employees for those hours worked beyond the current twelve (12) hour shift, forty (40) hour workweek in a 24 week cycle.

Kelly days off shall be assigned by the Employer at the rate of one (1) Kelly day every six (6) weeks to an employee who is in a paid status for that six (6) week cycle.

### Section E:

Except in cases of emergencies or unforeseen staffing needs, modifications to this schedule may only be made provided the following criteria are met:

1 The service's performance experience (as described in 2 and 3 below) must be reviewed for a six (6) month period;

2 At any hour of the day, the likelihood of unit unavailability increased by five percent (5%) or more over the preceding six (6) month period; and,



3. At any hour of the day, unit response time increased by five percent (5%) or more over the preceding six (6) month period.

#### Section F:

If any modifications are made to the schedule, Management will post, no less than 30 days prior to implementation of any schedule modification, except in the event of an emergency or unforeseen staffing/workload change, the new schedule so as to give sufficient notification to the affected employees. The posted schedule will include shift starting and ending times, the days of the week each employee will work and any other related and/or pertinent information.

#### Section G:

A joint Labor-Management Committee will be established consisting of two (2) members from Management and two (2) members from the Union. The Committee will meet every other month after implementation of the attached schedule to evaluate efficiency of the schedule and employee adaptability. After the first year, the Committee will then issue a report of its findings and submit it to the EAB Director who shall decide whether any further modifications to the schedule are necessary.

#### Section H:

Shift differential and premium pay shall be administered in accordance with the District Personnel Regulations and Compensation Agreement.

#### Section I:

Overtime pay shall be administered in accordance with the Compensation Agreement.

#### Section J:

This Article shall be incorporated by reference into the Compensation Agreement.

01/27/08 11:57 FAX 202 727 6887 DCFRA

## PLANNED WORK SCHEDULE FOR EMERGENCY AMBULANCE BUREAU

### PERSONNEL

- Tour of Duty will be as follows:

- 2 on, 2 off

- 3 on, 2 off

- 2 on, 3 off

- Shift starting and quitting times will be as follows:

- 6 am to 6, pm

- 6:30 am to 6:30 pm

- 7amto7pm

- 9amto9pm

- 1pm to-1 am

- 6pmto6am

- 6:30 pm to 6:30 am


- 7amto7pm

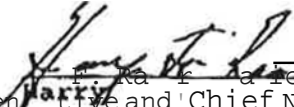
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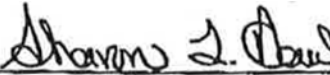
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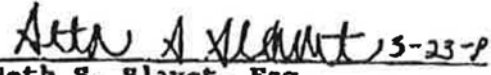
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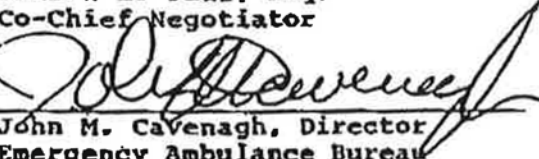
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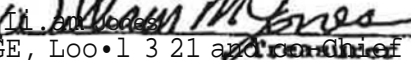
  
Russell U. Carpenter  
Chief Negotiator


  
Harry  
National Representative  
and Chief Negotiator  
for Working conditions Iapa•• ,  
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Sharon L. Paul, Esq.  
Co-Chief Negotiator

  
Beth S. Slavet, Esq.  
Chief Negotiator


  
John M. Cavenagh, Director  
Emergency Ambulance Bureau

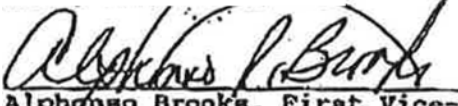
  
William M. Jones  
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Danny Mott, Deputy Director  
Emergency Ambulance Bureau


  
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Edward E. Asai  
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Edward E. Asai  
istant Director  
mergency

  
Alphonso Brooks, First Vice-  
President, AFGE, Local 3721

  
James Gallagher, Battalion  
Fire Chief, D.C. Fire Department

  
John Shackelford, Second  
President, AFGE, Local 37

  
Richard Clark, Battalion Fire  
Chief, D.C. Fire Department

  
Louis Carter, Chief Skop  
Steward, AFGE, Local 3721

  
Rayfield Alfred, Fire Chief

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COMPENSATION COLLECTIVE BARGAINING  
AGREEMENT

BETWEEN

THE DISTRICT OF COLUMBIA GOVERNMENT

AND

COMPENSATION UNITS 1 AND 2

EFFECTIVE APRIL 1, 2013 - SEPTEMBER 30, 2017

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## PREAMBLE

This Compensation Agreement is entered into between the Government of the District of Columbia and the undersigned labor organizations representing units of employees comprising Compensation Units 1 and 2, as certified by the Public Employee Relations Board (PERB).

The Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable compensation issues, and contains the full agreement of the parties as to all such compensation issues. The Agreement shall not be reconsidered during its life nor shall either party make any changes in compensation for the duration of the Agreement unless by mutual consent or as required by law.

## ARTICLE 1 WAGES

### SECTION A: FISCAL YEAR 2013:

Effective the first day of the first full pay period beginning on or after April 1, 2013, the FY 2013 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 and 2 by the Public Employees Relations Board shall be adjusted by 3%.

### SECTION B: FISCAL YEAR 2014:

The Parties agree that the District shall set aside the amount equivalent to 1.5% of the total salaries for Compensation Units 1 and 2, as of November 19, 2012, to be used to implement any compensation adjustment required by the Classification and Compensation and Reform Project.

### SECTION C: FISCAL YEAR 2015:

Effective the first day of the first full pay period beginning on or after October 1, 2014, the FY 2015 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 and 2 by the Public Employees Relations Board shall be adjusted by 3%.

### SECTION D: FISCAL YEAR 2016:

Effective the first day of the first full pay period beginning on or after October 1, 2015, the FY 2016 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by 3%.

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SECTION E: FISCAL YEAR 2017:

Effective the first day of the first full pay period beginning on or after October 1, 2016, the FY 2017 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units I & 2 by the Public Employees Relations Board shall be adjusted by 3%.

ARTICLE 2  
METRO PASS

The District of Columbia Government shall subsidize the cost of monthly transit passes for personal use by employees by not less than twenty five (\$25.00) per month for employees who purchase and use such passes to commute to and from work.

ARTICLE 3  
PRE-PAID LEGAL PLAN

SECTION A:

The Employer shall make a monthly contribution often dollars (\$10.00) for each bargaining unit member toward a pre-paid legal services plan. The Employer shall make monthly contributions directly to the designated provider of the legal services program.

SECTION B:

The plan shall be contracted for by the Union subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present a proposed contract which shall be evaluated on the same basis as other bidders. The contract shall provide that the Employer will be held harmless from any liability arising out of the implementation and administration of the plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the Union upon request for each year of the contract, and that the benefit provider shall bear all administrative costs.

SECTION C:

The parties shall meet to develop procedures to implement the legal plan which shall be binding upon the benefit provider. The procedures shall include an enrollment process.

SECTION D:

To be selected for a contract under this Article, the benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account.

SECTION E:

The Employer's responsibility under the terms of this Article shall be as outlined in Section C of this Article and to make premium payments as is required under Section A of this Article. To the extent that any disputes or inquiries are made by the legal services provider chosen by the Union, those inquiries shall be made exclusively to the Union. The Employer shall only be required to communicate *with* the Union to resolve any disputes that may arise in the administration of this Article.

ARTICLE 4  
DISTRICT OF COLUMBIA  
NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE  
PROGRAM

SECTION A:

The Parties shall continue the Joint Labor-Management Taskforce on Employee Housing.

SECTION B:

Pursuant to the DPM, Part 1, Chapter 3 §301, the District provides a preference for District residents in employment. In order to encourage employees to live and work in the District of Columbia, a joint Labor-Management Task Force on Employee Housing was established during previous negotiations with Compensation Units J & 2. The Taskforce strives to inform employees of the programs currently available for home ownership in the District of Columbia. Additionally, the Taskforce collaborates with other government agencies including the Department of Housing and Community Development and the District's Housing Finance Agency to further affordable housing opportunities for bargaining unit employees, who have been employed by the District Government for at least one year.

SECTION C:

The parties agree that \$500,000.00 will be set aside to be used toward Negotiated employee Assistance Home Purchase Program (NEAHP) for the duration of the Agreement. If at any time, the funds set aside have been depleted, the Parties will promptly convene negotiations to provide additional funds for the program.



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SECTION D:

Any funds set aside in Fiscal Years 2014, 2015, 2016 and 2017 shall be available for expenditure in that fiscal year or any other fiscal year covered by the Compensation Units 1 and 2 Agreement. All funds set aside for housing incentives shall be expended or obligated prior to the expiration of the Compensation Units 1 and 2 Agreement for FY 2014- FY 2017.

ARTICLES  
BENEFITS COMMITTEE

SECTION A:

The parties agree to continue their participation on the District's Joint Labor-Management Benefits Committee for the purpose of addressing the benefits of employees in Compensation Units 1 and 2. The Benefits Committee shall meet quarterly, in January, April, July and October of each year.

SECTION B: RESPONSIBILITIES:

The Parties shall be authorized to consider all matters that concern the-benefits of employees in Compensation Units 1 and 2 that are subject to mandatory bargaining between the parties. The Parties shall be empowered to address such matters only to the extent granted by the Unions in Compensation Units 1 and 2 and the District of Columbia Government. The parties agree to apply a system of expedited arbitration if necessary to resolve issues that are subject to mandatory bargaining. The Committee may, by consensus, discuss and consider other benefit issues that are not mandatory bargaining subjects.

SECTION C:

The Committee shall:

1. Monitor the quality and level of services provided to covered employees under existing Health, Optical and Dental Insurance Plans for employees in Compensation Units 1 and 2.
2. Recommend changes and enhancements in Health, Optical and Dental benefits for employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXI of the D.C. Official Code (2001 ed.).
3. With the assistance of the Office of Contracting and Procurement, evaluate criteria for bids, make recommendations concerning the preparation of solicitation of bids and make recommendations to the contracting officer concerning the selection of providers following the receipt of bids, consistent with Chapter 4 of the D.C. Official Code (2001 ed.).

4. Following the receipt of bids to select health, dental, optical, life and disability insurance providers, the Union's Chief Negotiator shall be notified to identify no more than two individuals to participate in the RFP selection process.
5. Explore issues concerning the workers' compensation system that affect employees in Compensation Units I and 2 consistent with Chapter 6, Subchapter XXIII of the D.C. Official Code (2001 ed.).
6. The Union shall be notified of proposed benefit programs to determine the extent to which they impact employees in Compensation Units 1 and 2. Upon notification, the Union shall inform the Office of Labor Relations and Collective Bargaining within ten (10) calendar days to discuss any concerns it has regarding the impact on employees in Compensation Units I and 2.

## ARTICLE 6 BENEFITS

### SECTION A: LIFE INSURANCE:

1. Life insurance is provided to covered employees in accordance with § 1-622.01, *et seq.* of the District of Columbia Official Code (2001 Edition) and Chapter 87 of Title 5 of the United States Code.

(a) District of Columbia Official Code §1-622.03 (2001 Edition) requires that benefits shall be provided as set forth in § 1-622.07 to all employees of the District first employed after September 30, 1987, except those specifically excluded by law or by rule.

(b) District of Columbia Official Code §1-622.01 (2001 Edition) requires that benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1, 1987, except those specifically excluded by law or rule and regulation.

2. The current life insurance benefits for employees hired on or after October 1, 1987 are: The District of Columbia provides life insurance in an amount equal to the employee's annual salary rounded to the next thousand, plus an additional \$2,000. Employees are required to pay two-thirds (2/3) of the total cost of the monthly premium. The District Government shall pay one-third (1/3) of the total cost of the premium. Employees may choose to purchase additional life insurance coverage through the District Government. These additions to the basic coverage are set forth in the schedule below:

Option A – Standard	Provides \$10,000 additional coverage	Cost determined by age
Option B -Additional	Provides coverage up to five times the employee's annual salary	Cost determined by age and employee's salary
Option C-Family	Provides \$5,000 coverage for the eligible spouse and \$2,500 for each eligible child.	Cost determined by age.

Employees must contact their respective personnel offices to enroll or make changes in their life insurance coverage.

#### **SECTION B: HEALTH INSURANCE:**

1. Pursuant to D.C. Official Code §1-621.02 (2001 Edition), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by the District of Columbia.

(a) Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, representatives of Compensation Units 1 and 2 and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in this program.

(b) The District may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

(c) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The District of Columbia Government shall contribute 75% of the premium cost of the employee's selected plan.

2. Pursuant to D.C. Official Code §1-621.01 (2001 Edition), all District employees covered by this agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. This program is administered by United States Office of Personnel Management.

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees

and union representatives are entitled to review copies of the actual plan description upon advance request.

SECTIONC: OPTICAL AND DENTAL:

1. The District shall provide Optical and Dental Plan coverage at a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, the Union and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. The District may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

SECTIOND: SHORT-TERM DISABILITY INSURANCE PROGRAM

Employees covered by this Agreement shall be eligible to enroll, at their own expense, in the District's Short-Term Disability Insurance Program which provides for partial income replacement when employees are required to be absent from duty due to a non-work-related qualifying medical condition. Employees may use income replacement benefits under the program in conjunction with annual or sick leave benefits provided for in this Agreement.

SECTIONE: ANNUAL LEAVE:

1. In accordance with D.C. Official Code §1-612.03 (2001 Edition), full-time employees covered by the terms of this agreement are entitled to:

(a) one-half (1/2) day (4 hours) for each full biweekly pay period for an employee with less than three years of service (accruing a total of thirteen (13) annual leave days per annum);

(b) three-fourths (3/4) day (6 hours) for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth days (10 hours), for an employee with more than three (3) but less than fifteen (15) years of service (accruing a total of twenty (20) annual leave days per annum); and,

(c) one (1) day (8 hours) for each full biweekly pay period for an employee with fifteen (15) or more years of service (accruing a total of twenty-six (26) annual leave days per annum).

2. Part-time employees who work at least 40 hours per pay period earn annual leave at one-half the rate of full-time employees.

3. Employees shall be eligible to use annual leave in accordance with the District of Columbia laws.

**SECTION F: SICKLEAVE:**

1. In accordance with District of Columbia Official Code § 1-12.03 (2001 Edition), a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days in a calendar year.

2. Part-time employees for whom there has been established in advance a regular tour of duty of a definite day or hour of any day during each administrative workweek of the biweekly pay period shall earn sick leave at the rate of one (1) hour for each twenty (20) hours of duty. Credit may not exceed forty (4) hours of sick leave for 80 hours of duty in any pay period. There is no credit of leave for fractional parts of a biweekly pay period either at the beginning or end of an employee's period of service.

**SECTION G: OTHER FORMS OF LEAVE:**

1. **Military Leave:** An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code § 1-612.03(m) (2001 Edition).

2. **Court Leave:** An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a state or local government to the extent provided in D.C. Official Code § 1-612.03(1) (2001 Edition).

3. **Funeral Leave:**

a. An employee is entitled to two (2) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for an immediate relative. In addition, the Employer shall grant an employee's request for annual or compensatory time up to three (3) days upon the death of an immediate relative. Approval of additional time shall be at the Employer's discretion. However, requests for leave shall be granted unless the Agency's ability to accomplish its work would be seriously impaired.

b. For the purpose of this section "immediate relative" means the following relatives of the employee: spouse (including a person identified by an employee as his/her "domestic partner" (as defined in D.C. Official Code § 32-701 (2001 edition), and related laws), and parents thereof, children (including adopted and foster children and children of whom the employee is legal guardian and spouses thereof, parents, grandparents, grandchildren, brothers, sisters, and spouses thereof. For the purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or a death certificate upon the Employer's request.

c. An employee is entitled to not more than three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code §J-612.03(n) (2001 Edition).

**SECTION H: PRE-TAX BENEFITS:**

J. Employee contributions to benefits programs established pursuant to D.C. Official Code § 1-611.19 (2001 ed.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.

2. To the extent permitted by the Internal Revenue Code, any amount of contributions made on a pre-tax basis shall be included in the employee's contributions to existing life insurance, retirement system, and for any other District government program keyed to the employee's scheduled rate of pay, but shall not be included for the purpose of computing Federal or District income tax withholdings, including F.I.C.A., on behalf of any such employee.

**SECTION I: RETIREMENT:**

1. **CIVIL SERVICE RETIREMENT SYSTEM (CSRS):** As prescribed by 5 U.S.C. §8401 and related chapters, employees first hired by the District of Columbia Government before October 1, 1987, are subject to the provisions of the CSRS, which is administered by the U.S. Office of Personnel Management. Under Optional Retirement the aforementioned employee may choose to retire when he/she reaches:

- (a) Age 55 and 30 years of service;
- (b) Age 60 and 20 years of service;
- (c) Age 62 and 5 years of service.

Under Voluntary Early Retirement, which must be authorized by the U.S. Office of Personnel Management, an employee may choose to retire when he/she reaches:

- (a) Age 50 and 20 years of service;
- (b) Any age and 25 years of service.

The pension of an employee who chooses Voluntary Early Retirement will be reduced by 2% for each year under age 55.

2. CIVIL SERVICE RETIREMENT SYSTEM: SPECIAL  
RETIREMENT PROVISIONS FOR LAW ENFORCEMENT OFFICERS:

Employees first hired by the District of Columbia Government before October 1, 1987, who are subject to the provisions of the CSRS and determined to be:

- (a) a "law enforcement officer" within the meaning of 5 U.S.C. §8331(20)(D);  
and
- (b) eligible for benefits under the special retirement provision for law  
enforcement officers;

shall continue to have their retirement benefits administered by the U. S. Office of  
Personnel Management in accordance with applicable law and regulation.

3. DEFINED CONTRIBUTION PENSION PLAN:

Section A:

The District of Columbia shall continue the Defined Contribution Pension Plan  
currently in effect which includes:

(1) All eligible employees hired by the District on or after October 1,  
1987, are enrolled into the defined contribution pension plan.

(2) As prescribed by § 1-626.09(c) of the D.C. Official Code (2001  
Edition) after the completion of one year of service, the District shall contribute  
an amount not less than 5% of their base salary to an employee's Defined  
Contribution Pension Plan account. The District government funds this plan;  
there is no employee contribution to the Defined Contribution Pension Plan.

(3) As prescribed by § 1-626.09(d) of the D.C. Official Code (2001  
Edition) the District shall contribute an amount not less than an additional .5% of  
a detention officer's base salary to the same plan.

(4) Compensation Units 1 and 2 Joint Labor Management Technical  
Advisory Pension Reform Committee

(a) Establishment of the Joint Labor-Management Technical  
Advisory Pension Reform Committee (JLMTAPRC or Committee)

(1) The Parties agree that employees should have the  
security of a predictable level of income for their retirement  
after a career in public service. In order to support the  
objective of providing retirement income for employees  
hired on or after October 1, 1987, the District shall plan and  
implement an enhanced retirement program effective  
October 1, 2008. The enhanced program will consist of a

deferred compensation component and a defined benefit component.

(2) Accordingly, the Parties agree that the JLMTAPRC is hereby established for the purpose of developing an enhanced retirement program for employees covered by the Compensation Units 1 and 2 Agreement.

(b) Composition of the JLMTAPRC

The Joint Labor-Management Technical Advisory Pension Reform Committee will be composed of six (6) members, three (3) appointed by labor and three (3) appointed by management, and the Chief Negotiators (or his/her designee) of Compensation Units 1 and 2. Appointed representatives must possess a pension plan background including but not limited to consulting, financial or actuarial services. In addition, an independent consulting firm with demonstrated experience in pension plans design and actuarial analysis will support the Committee.

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

- Plan and design an enhanced retirement program for employees hired on or after October 1, 1987 with equitable sharing of costs and risks between employee and employer;
- Establish a formula cap for employee and employer contributions;
- Establish the final compensation calculation using the highest three-year consecutive average employee wages;
- Include retirement provisions such as disability, survivor and death benefits, health and life insurance benefits;
- Design a plan sustainable within the allocated budget;
- Draft and support legislation to amend the D.C. Code in furtherance of the "Enhanced Retirement Program."

(d) Duration of the Committee

The Committee shall complete and submit a report with its recommendations to the City Administrator for the District of Columbia within one hundred and twenty (120) days after the effective date of the Compensation Units 1 and 2 Agreement.



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4. TIAA-CREF PLAN:

For eligible education service employees at the University of the District of Columbia hired by the University or a predecessor institution, the University will contribute an amount not less than seven percent (7%) of their base salary to the Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA-CREF).

SECTION J: HOLIDAYS:

I. As prescribed by D.C. Official Code § 1-612.02 (2001 Edition) the following legal public holidays are provided to all employees covered by this agreement:

- (a) New Year's Day, January 1<sup>st</sup> of each year;
- (b) Dr. Martin Luther King, Jr.'s Birthday, the 3<sup>rd</sup> Monday in January of each year;
- (c) Washington's Birthday, the 3<sup>rd</sup> Monday in February of each year;
- (d) Emancipation Day, April 6<sup>th</sup>;
- (e) Memorial Day, the last Monday in May of each year;
- (f) Independence Day, July 4<sup>th</sup> of each year,
- (g) Labor Day, the 1<sup>st</sup> Monday in September of each year;
- (h) Columbus Day, the 2<sup>nd</sup> Monday in October of each year;
- (i) Veterans Day, November 11<sup>th</sup> of each year;
- (j) Thanksgiving Day, the 4<sup>th</sup> Thursday in November of each year;  
and
- (k) Christmas Day, December 25<sup>th</sup> of each year.

2. When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

## ARTICLE 7 OVERTIME

SECTION A: Overtime Work:

Hours of work authorized in excess of eight (8) hours in a pay status in a day or forty (40) hours in a pay status in a work week shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the eight (8) hours shift or the forty (40) hour work week. The unscheduled leave rule will not apply when an employee has worked a sixteen (16) hour shift (back-to-back) and takes unscheduled leave for an eight (8) hour period following the back-to-back shift or where an employee has indicated his/her preference not to work overtime and the Employer has no other option but to order the employee to work overtime. Scheduled leave is leave requested and approved prior to the close of the preceding shift.

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SECTIONB: Compressed, Alternate and flexible Schedules:

I. Compressed, Alternate and Flexible schedules may be jointly determined within a specific work area that modifies this overtime provision (as outlined in Section A of this Article) but must be submitted to the parties to this contract prior to implementation. This Agreement to jointly determine compressed schedules does not impact on the setting of the tour of duty.

2. When an employee works a Compressed, Alternate, and Flexible schedule, which generally means (1) in the case of a full-time employee, an 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays, and (2) in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays, the employee would receive overtime pay or compensatory time for all hours in a pay status in excess of his/her assigned tour of duty, consistent with the 2004 District of Columbia Omnibus Authorization Act, 118 Stat. 2230, Pub. L. 108-386 Section (October 30, 2004).

3. The purpose of this Section is to allow for authorized Compressed, Alternate, and Flexible time schedules which exceed eight (8) hours in a day or 40 hours in a week to be deemed the employee's regular tour of duty, and not be considered and not be considered overtime within the confines of the specific compressed work schedule and this Article. Bargaining unit members so affected would receive overtime or compensatory time for all hours in pay status in excess of their assigned tour of duty.

SECTIONC:

Subject to the provisions of Section D of this Article, an employee who performs overtime work shall receive either pay or compensatory time at a rate of time and one-half (1-1/2) for each hour of work for which overtime is payable.

SECTIOND:

Bargaining Unit employees shall receive overtime pay unless the employee and the supervisor mutually agree to compensatory time in lieu of pay for overtime work. Such mutual agreement shall be made prior to the overtime work being performed.

SECTIONE:

Paramedics and Emergency Medical Services Technicians employed by the Fire and Emergency Medical Services Department and represented by the American Federation of Government Employees, Local 3721 shall earn overtime after they have worked 40 hours in a week.

## ARTICLES INCENTIVE PROGRAMS

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## PART I - SICK LEAVE INCENTIVE PROGRAM:

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Employer agrees to provide time-off in accordance with the following:

### SECTION A

A full time employee who is in a pay status for the leave year shall accrue annually:

1. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.
2. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.
3. One (1) day off for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave.

### SECTION B:

Employees in a non-pay status for no more than two (2) pay periods for the leave year shall remain eligible for incentive days under this Article. Sick leave usage for maternity or catastrophic illness/injury, not to exceed two (2) consecutive pay periods, shall not be counted against sick leave for calculating eligibility for incentive leave under this Article.

### SECTION C:

Time off pursuant to a sick leave incentive award shall be selected by the employee and requested at least three (3) full workdays in advance of the leave date. Requests for time off pursuant to an incentive award shall be given priority consideration and the employee's supervisor shall approve such requests for time off unless staffing needs or workload considerations dictate otherwise. If the request is denied, the employee shall request and be granted a different day off within one month of the date the employee initially requested. Requests for time off shall be made on the standard "Application for Leave" form.

### SECTION D:

All incentive days must be used in full-day increments following the leave year in which they were earned. Incentive days may not be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused incentive days.

### SECTION E:

Part-time employees are not eligible for the sick leave incentive as provided in this Article.

## SECTIONF:

This program shall be in effect in Fiscal Years 2014, 2015, 2016 and 2017.

## PART II - PERFORMANCE INCENTIVE PILOT PROGRAM:

In order to recognize employees' productivity through their accomplishment of established goals and objectives, special acts toward the accomplishment of agency initiatives, demonstrated leadership in meeting agency program and/or project goals and/or the District's Strategic Plan initiatives, the Employer, in accordance with criteria established by the High Performance Workplace Committee agrees to establish pilot incentive programs within agencies, including time off without loss of pay or charge to leave as an incentive award. The District of Columbia Government Office of Labor Management Partnerships and the District of Columbia Incentive Awards Committee may serve as resources at the request of the parties in the implementation of the pilot incentive programs within agencies.

## ARTICLE9

### CALL-BACK/CALL-IN/ON-CALL AND PREMIUM PAY

#### SECTION A: CALL-BACK

A minimum of four (4) hours of overtime, shall be credited to any employee who is called back to perform unscheduled overtime work on a regular workday after he/she completes the regular work schedule and has left his/her place of employment.

#### SECTIONB: CALL-IN

1. When an employee is called in before his/her regular tour of duty to perform unscheduled overtime and there is no break before the regular tour is to begin, a minimum of two (2) hours of overtime shall be credited to the employee.

2. A minimum of four (4) hours of overtime work shall be credited to any employee who is called in when not scheduled and informed in advance, on one of the days when he/she is off duty.

#### SECTIONC: ON-CALL

I. An employee may be required to be on call after having completed his/her regular tour of duty. The employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of twenty-five percent (25%) of his/her basic rate of pay for each hour the employee is on call.

2. The employee's schedule must specify the hours during which he/she will be required to remain on-call. On call designation will be made on the form attached as Appendix 1.

SECTION D: HOLIDAY PAY

An employee who is required to work on a legal holiday falling within his or her regular basic workweek, shall be paid at the rate of twice his or her regular basic rate of pay for not more than eight (8) hours of such work.

SECTION E: NIGHT DIFFERENTIAL

An employee shall receive night differential pay at a rate of ten percent (10%) in excess of their basic day rate of compensation when they perform night work on a regularly scheduled tour of duty falling between 6:00 p.m. and 6:00 a.m. Employees shall receive night differential in lieu of shift differential.

SECTION F: PAY FOR SUNDAY WORK

A full-time employee assigned to a regularly scheduled tour of duty, any part of which includes hours that fall between midnight Saturday and midnight Sunday, is entitled to Sunday premium pay for each hour of work performed which is not overtime work and which is not in excess of eight (8) hours for each tour of duty which begins or ends on Sunday. Sunday premium pay is computed as an additional twenty-five percent (25%) of the employee's basic rate of compensation.

SECTION G: ADDITIONAL INCOME ALLOWANCE FOR CHILD AND FAMILY SERVICES

- I. The Additional Income Allowance (AIA) program within the Child and Family Services Agency (CFSA) which was established pursuant to the "Personnel Recruitment and Retention Incentives for Child and Family Services Agency Compensation System Changes Emergency Approval Resolution of 2001," Council Resolution 14-53 (March 23, 2001) and as contained in Chapter I 1, Section I 154 of the District Personnel Manual, "Recruitment and Retention Incentives – Child and Family Services Agency," shall remain in full force and effect during the term of this Agreement.
2. The Administration of the AIA within CFSA shall be governed by the implementing regulations established in Child and Family Services Agency, Human Resources Administration Issuance System, HRA Instruction No. IV.11-3.

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### 3. OTHER SUBORDINATE AGENCIES WITH SIGNIFICANT RECRUITMENT AND RETENTION PROBLEMS

Subordinate agencies covered by this Agreement may provide additional income allowances for positions that have significant recruitment and retention problems consistent with Chapter 11, Part B, Section 1143 of the District Personnel Manual.

## ARTICLE 10 MILEAGE ALLOWANCE

### SECTION A:

The parties agree that the mileage allowance established for the employees of the Federal Government who are authorized to use their personal vehicles in the performance of their official duties shall be the rate for Compensation Units 1 and 2 employees, who are also authorized in advance, by Management to use their personal vehicles in the performance of their official duties.

### SECTION B:

To receive such allowance, authorization by Management must be issued prior to the use of the employee's vehicle in the performance of duty. Employees shall use the appropriate District Form to document mileage and request reimbursement of the allowance.

### SECTION C:

1. Employees required to use their personal vehicle for official business if a government vehicle is not available, who are reimbursed by the District on a mileage basis for such use, are within the scope of the District of Columbia Non-Liability Act (D.C. Official Code §§2-411 through 2-416 (2001 Edition)). The Non-Liability Act generally provides that a District Employee is not subject to personal liability in a civil suit for property damage or for personal injury arising out of a motor vehicle accident during the discharge of the employee's official duties, so long as the employee was acting within the scope of his or her employment.

2. Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business if a government vehicle is not available may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. §3701 *et seq.*).

### SECTION D:

No employee within Compensation 1 and 2 shall be required to use his/her personal vehicle unless the position vacancy announcement, position description or other pre-hire

documentation informs the employee that the use of his/her personal vehicle is a requirement of the job.

#### SECTION E:

Employees required as a condition of employment to use their personal vehicle in the performance of their official duties may be provided a parking space or shall be reimbursed for non-commuter parking expenses, which are incurred in the performance of their official duties.

### ARTICLE 11 ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT

#### SECTION A:

An employee who is separated or is otherwise entitled to a Jump-sum payment under personnel regulations for the District of Columbia Government shall receive such payment for each hour of unused annual leave or compensatory time in the employee's official leave record.

#### SECTION B:

The lump-sum payment shall be computed on the basis of the employee's rate at the time of separation in accordance with such personnel regulations. •

### ARTICLE 12 BACK PAY

Arbitration awards or settlement agreements in cases involving an individual employee shall be paid within sixty (60) days of receipt from the employee of relevant documentation, including documentation of interim earnings and other potential offsets. The responsible Agency shall submit the SF-52 and all other required documentation to the Department of Human Resources within thirty (30) days upon receipt from the employee of relevant documentation.

### ARTICLE 13 DUTY STATION COVERAGE

The Fire and Emergency Medical Services employees and the correctional officers at the Department of Corrections and the Department of Youth Rehabilitative Services who are covered under Section 7(k) of the Fair Labor Standards Act shall be compensated a minimum of one hour pay if required to remain at his/her duty station beyond the normal tour of duty.

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## **ARTICLE 14 GRIEVANCES**

### **SECTION A:**

This Compensation Agreement shall be incorporated by reference into local working conditions agreements in order to utilize the grievance/arbitration procedure in those Agreements to consider alleged violations of this Agreement.

### **SECTIONB:**

Grievances concerning compensation shall be filed with the appropriate agency and the Office of Labor Relations and Collective Bargaining under the applicable working conditions agreement.

## **ARTICLE 15 LOCAL ENVIRONMENT PAY**

### **SECTION A:**

Each department or agency shall eliminate or reduce to the lowest level possible all hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the hazard, physical hardship, or unusual nature of the working condition, additional pay is warranted. Even though additional pay for exposure to a hazard, physical hardship, or unusual working condition is authorized, there is a responsibility on the part of a department or agency to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or unusual working condition. The existence of pay for exposure to hazardous working conditions or hardships in a local environment is not intended to condone work practices that circumvent safety laws, rules and regulations.

### **SECTIONB:**

Local environment pay is paid for exposure to (1) a hazard of an unusual nature which could result in significant injury, illness, or death, such as on a high structure when the hazard is not practically eliminated by protective facilities or an open structure when adverse conditions exist, e.g., darkness, lightning, steady rain, snow, sleet, ice, or high wind velocity; (2) a physical hardship of an unusual nature under circumstances which cause significant physical discomfort in the form of nausea, or skin, eye, ear or nose irritation, or conditions which cause abnormal soiling of body and clothing, etc., and where such distress or discomfort is not practically eliminated.



## SECTION C:

Wage Grade (WG) employees as listed in Chapter 11B, Appendix C of the DPM and any other employee including District Service (DS) employees as determined pursuant to Section 4 of this Article and Chapter 11B, Subpart 10.6 of the DPM are eligible for environmental differentials.

## SECTION D:

The determination as to whether additional pay is warranted for workplace exposure to environmental hazards, hardships or unusual working conditions may be initiated by an agency or labor organization in accordance with the provisions of Chapter 11B, Subpart 10.6 of the DPM.

## SECTION E:

Employees eligible for local environment pay under the terms of this Agreement shall be compensated as follows:

I. **Severe Exposure.** Employees subject to "Severe" exposure shall receive local environment pay equal to twenty seven percent (27%) of *the rate for RW JO, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for "severe" exposure:

- High Work

2. **Moderate Exposure.** Employees subject to "Moderate" exposure shall receive local environment pay equal to ten percent (10%) of *the rate for RW JO, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for "moderate" exposure:

- Explosives and Incendiary Materials -High Degree Hazard
- Poison (Toxic Chemicals) -High Degree Hazard
- MicroOrganisms -High Degree Hazard

3. **Low Exposure.** Employees subject to "Low" exposure shall receive local environment pay equal to five percent (5%) of *the rate for RW JO, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for "low" exposure:

- Dirty Work
- Cold Work
- Hot Work
- Welding Preheated metals

- Explosives and Incendiary Materials
  - Low Degree Hazard
    - Poison (Toxic Chemicals)
  - Low Degree Hazard
- Micro Organisms
  - Low Degree Hazard

#### SECTION F:

These changes to local environment pay shall not take effect until the payroll modules of PeopleSoft are implemented by the District of Columbia.

### ARTICLE 16 NEWLY CERTIFIED BARGAINING UNITS

For units placed into a new compensation unit, working conditions or non-compensatory matters shall be negotiated simultaneous with negotiations concerning compensation. Where the agreement is for a newly certified collective bargaining unit assigned to an existing compensation unit, the parties shall proceed promptly to negotiate simultaneously any working conditions, other non-compensatory matters, and coverage of the compensation agreement. There should not be read into the new language any intent that an existing compensation agreement shall become negotiable when there is a newly certified collective bargaining unit. Rather, the intent is to require prompt negotiations of non-compensatory matters as well as application of compensation (e.g., when pay scale shall apply to the newly certified unit).

### ARTICLE 17 TERM AND TEMPORARY EMPLOYEES

The District of Columbia recognizes that many temporary and term employees have had their terms extended to perform permanent services. To address the interests of current term and temporary employees whose appointments have been so extended over time and who perform permanent services, the District of Columbia and the Union representing the employees in Compensation Units 1 and 2 agree to the following:

#### SECTION A:

Joint labor-management committees established in each agency/program in the Compensation Units 1 and 2 collective bargaining agreement which was effective through September 30, 2010, shall continue and will identify temporary and term employees whose current term and or temporary appointments extend to September 30, 2006, and who perform permanent services in District agency programs.

#### SECTION B:

Each Agency and Local Union shall review all term appointments within the respective agencies to determine whether such appointments are made and maintained consistent with applicable law. The Union shall identify individual appointments it believes to be contrary to applicable law and notify the Agency. The Agency shall provide the Union reason(s) for the term or temporary nature of the appointment(s), where said appointments appear to be contrary to law. If an employee has been inappropriately appointed to or maintained in a temporary or term appointment, the Agency and the Union shall meet to resolve the matter.

#### SECTION C:

The agency shall convert bargaining unit temporary and term employees identified by the joint labor-management committees, who perform permanent services, who are in a pay status as of September 30, 2010, and are paid from appropriated funding to the career service prior to the end of the FY 2013 – FY 2017 Compensation Agreement.

#### SECTION D:

Prior to the end of the FY 2013 -FY 2017 Compensation Agreement, to the extent not inconsistent with District or Federal law and regulation, the District shall make reasonable efforts to convert to the career service temporary and term bargaining unit employees identified by the joint labor-management committees who perform permanent services, are in a pay status as of September 30, 2017, are full-time permanent positions, and are paid through intra-district funding or federal grant funding.

#### SECTION E:

Employees in term or temporary appointments shall be converted to permanent appointments, consistent with the D.C. Official Code.

#### SECTION F:

District agencies retain the authority to make term and temporary appointments as appropriate for seasonal and temporary work needs.

#### SECTION G:

A Joint-Labor Management Committee shall consist of one (1) representative from each national union comprising Compensation Units 1 and 2. The District shall appoint an equal number of representatives. The Committee will facilitate the implementation of this Article should difficulties arise in the Joint-Labor Management Committees set forth in Section A.

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**ARTICLE 18**  
**SAVINGS CLAUSE**

**SECTION A:**

Should any provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted law or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision hereof. Where appropriate, the parties shall meet within 120 days to negotiate any substitute provision(s).

**SECTION B:**

The terms of this contract supersede any subsequently enacted D.C. Jaws, District Personnel Manual (DPM) regulations, or departmental rules concerning compensation covered herein.

**ARTICLE 19**  
**DURATION**


This Agreement shall remain in full force and effect through September 30, 2017. On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, and as witness the parties hereto have set their signature.


Component: One and Two Collective Bargaining Agreement  
Signed: , 2013

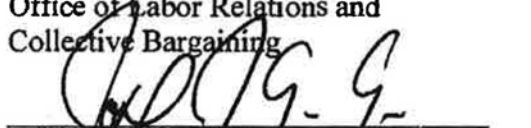
FOR THE DISTRICT OF COLUMBIA

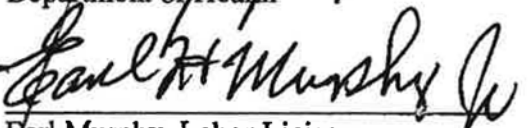
GOVERNMENT


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Natasha Campbell, Director  
Office of Labor Relations and  
Collective Bargaining

  
Dean Aquiri,  
Supervisory Attorney Advisor  
Office of Labor Relations and  
Collective Bargaining

  
Joxel Garcia, MD, MBA, Acting Director  
Department of Health


  
Earl Murphy, Labor Liaison  
Department of Health

  
William Howland, Director  
Department of Public Works


  
Kwelli Sneed, Labor Liaison  
Department of Public Works

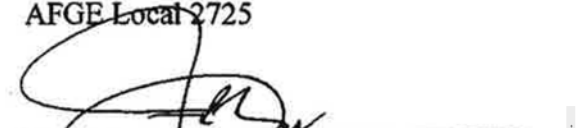
  
Cathy Lanier, Chief  
Metropolitan Police Department


FOR THE UNIONS

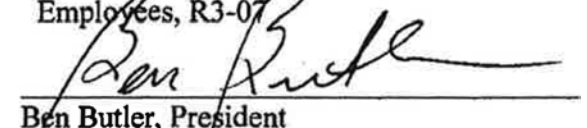
  
Geo T Johnson, Chief Negotiator  
Compensation Units 1 and 2

  
r 4, President  
AFSCME Local 2091

  
Miranda Gillis, President  
AFGE Local 2725

  
John Rosser, Chairman  
Fraternal Order of Police/Department of  
Corrections Labor Committee

  
Lee Blackmon, President  
National Association of Government  
Employees, R3-07

  
Ben Butler, President  
AFGE Local 2741

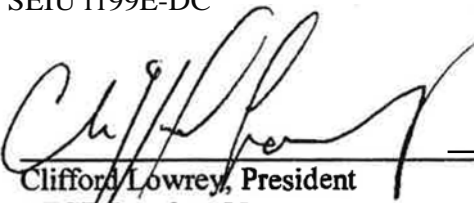
  
Cynthia Perry, Staff Representative  
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Compensations and Two Collective Bargaining Agreement  
Signed: 2013

Mark Viebmeyer, Labor Liaison  
Metropolitan Police Department

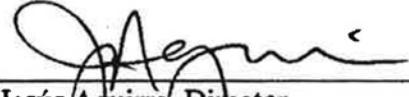
  
Kenneth Ellerbe, Chief  
DC Fire and Emergency Medical Services

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SEIU 1199E-DC

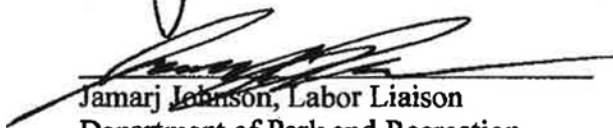
  
Clifford Lowrey, President  
AFGE Local 1975

Brian Lee  
DC Fire and Emergency Medical Services

Sabrina Brown, President  
AFSCME Local 2401

  
Jesús Aguirre, Director  
Department of Parks and Recreation

Reginald Walker, President  
AFSCME Local 1200

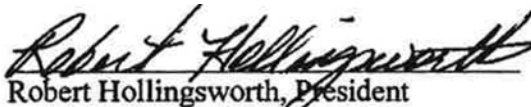
  
Jamar Johnson, Labor Liaison  
Department of Park and Recreation

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Cliff Dedrick, President  
AFSCME Local 2743

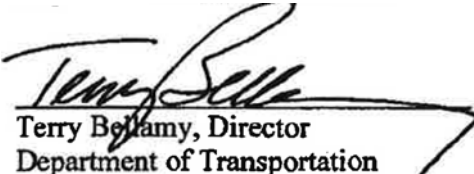
**& J**  
Lucinda Babers, Director  
Department of Motor Vehicles

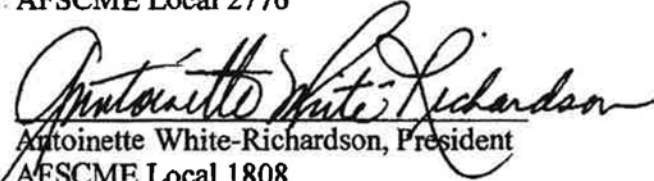
Kenneth Lyons, President  
AFGE Local 3721

Odessa Nance, Labor Liaison  
Department of Motor Vehicle

  
Robert Hollingsworth, President  
AFSCME Local 2776

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Terry Bellamy, Director  
Department of Transportation

  
Antoinette White-Richardson, President  
AFSCME Local 1808

Compensation Units One and Two Collective Bargaining Agreement

Signed: , 2013


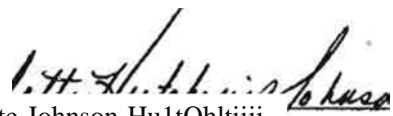
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Department of Transportation

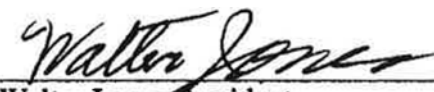
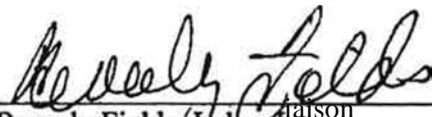
AFGE Local 2978

Thoma8 Faust, Director  
Department of Corrections

  
Timothy Traylor, President  
AFGE Local 383  
Paulette Johnson-Hult  
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Department of Corrections

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Office of the Chief Medical Examiner!

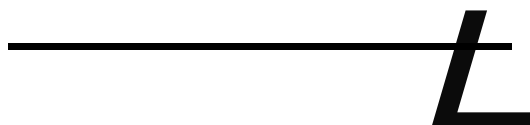
  
Walter Jones, President  
AFSCME Local 2087  
Beverly Fields, Labor Liaison  
Office of the Chief Medical Examiner

AFGE Local 631

Brian Hanlon, Director  
Department of General Services

Antonio Reed, President  
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Cecelia Bankins, Liaison  
Department of General Services

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Cedric Crawley

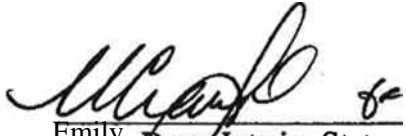
  
Phillip A. Lattin, Director  
Office of Risk Management


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AFSCME Local 877


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Signed: 2012

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Amy Mauro, Labor Liaison  
Office of Risk Management

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Department of Health Care Finance

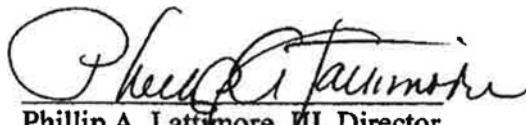
  
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Emily Duso, Interim State  
Superintendent of Education  
Office of the State Superintendent  
Of Education

  
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RaeSha ssen, Labor Liaison  
Office of the State Superintendent  
Of Education

  
\_\_\_\_\_  
Keith Washington, President  
AFSCME Local 2092

\_\_\_\_\_  
Dr. Natwar Gandhi,  
Chief Financial Officer  
Office of the Chief Financial Officer

  
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Paul Lundquist, Labor L  
Office of the Chief Financial Officer

  
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Phillip A. Lattimore, III, Director  
Office of Risk Management





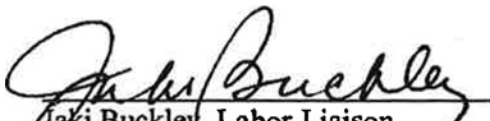
Compensation and Two Collective Bargaining Agreement

Signed: 2012


Portia Shorter, Labor Liaison  
Department of Health Care Finance

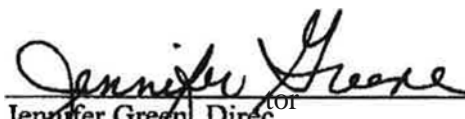
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David Berns, Director  
Department of Human Services

  
Jaki Buckley, Labor Liaison  
Department of Human Services

Ginnie Cooper, Executive Director  
DC Public Libraries

  
Barbara Kirven, Labor Liaison  
DC Public Libraries

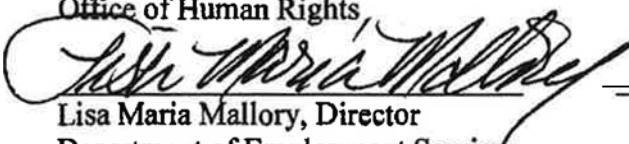
  
Jennifer Greene, Director  
Office of Unified Communications

  
Afuita Bonner-Evans, Labor Liaison  
Office of Unified Communications

**Compensation and Two Collective Bargaining Agreement**  
**Signed: 2012**


\_\_\_\_\_  
Gustavo F. Velasquez, Director  
Office of Human Rights

\_\_\_\_\_  
Ayanna Lee, Labor Liaison  
Office of Human Rights

  
\_\_\_\_\_  
Lisa Maria Mallory, Director  
Department of Employment Services

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Rahsaan J. Coefield, Labor Liaison  
Department of Employment Services

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William P. White, Commissioner  
Department of Insurance, Securities  
And Banking

  
\_\_\_\_\_  
Margaret Schreyer, Labor Liaison  
Department of Insurance, Securities  
And Banking

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Donald Tatum, Labor Liaison  
Department of Consumer and  
Regulatory Affairs