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Title: **Columbia, District of, Fire and Emergency Medical Services Department and International Association of Fire Fighters (IAFF), AFL-CIO, Local 36 (1991)**

K#: **811055**

Location: **DC Washington**

Employer Name: **Columbia, District of, Fire and Emergency Medical Services Department**

Union: **International Association of Fire Fighters (IAFF), AFL-CIO**

Local: **36**

SIC: **9224**

NAICS: **922160**

Sector: **L**

Number of Workers: **1100**

Effective Date: **10/01/91**

Expiration Date: **09/30/94**

Number of Pages: **104**

Other Years Available: **N**

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#811055

AGREEMENT BETWEEN



LOCAL 36, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

AND



DISTRICT OF COLUMBIA FIRE DEPARTMENT

For Fiscal Years
1991 — 92 — 93 — 94

X-9/30/94

38 1991

NOTES

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PREAMBLE

Section A. This Agreement is entered into this 30th day of November, 1990 between the District of Columbia Government, the Fire and Emergency Medical Services Department (hereafter referred to as "Fire Department" or "Department"), District of Columbia (hereinafter jointly referred to as the "Employer") and Local 36, International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the Union"). The parties recognize that the Mayor of the District of Columbia is the Chief Executive Officer and the Fire Chief is the responsible official for the day-to-day operations of the Fire Department. Accordingly, the term "Employer" as used herein shall apply interchangeably to those officials or their authorized designees as the individual provisions of the Agreement may be applicable or as the authority is established by law.

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. Therefore, to ensure the stability of this Agreement, no new provisions shall be proposed during the term unless provided for elsewhere in the Agreement or such proposal is entertained by mutual agreement of the parties.

Section C. Unless otherwise specified in a particular provision of this Agreement, all references to days shall be to calendar days.

ARTICLE 1
RECOGNITION

Section A. Recognition: Local 36, International Association of Fire Fighters, AFL-CIO (the "Union"), having been certified as the exclusive bargaining representative for all uniformed members of the D.C. Fire Department in the ranks of Firefighter through Captain, is hereby recognized by the Employer as the agent to represent all such employees, members and non-members alike, in all matters concerning compensation, hours and terms and conditions of employment.

Section B. Unit Determination: It is agreed that the bargaining unit, covered by the terms of this Agreement, shall consist of all uniformed members of the D.C. Fire Department in the ranks of Firefighter through Captain.

ARTICLE 2
UNION RIGHTS

Section A. Union Membership: No action will be taken by the Employer which would have the effect of curtailing rights, privileges, benefits, or immunities pertaining to employment in the Department because of membership in the Union or activities on behalf of the Union. The Employer and the Union recognize the right of any employee to refrain from joining or affiliating with Local 36; 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, information, statistics and records relevant to the Union's performance of its functions in negotiating, administering, and enforcing this collective bargaining agreement, and with respect to legislative and regulatory proposals relating to firefighters provided such release of information is not restricted by law or is not confidential.

ARTICLE 3
UNION REPRESENTATION AND DUES CHECKOFF

Section A. Union Representation: The Union shall represent all members of the bargaining unit in the administration and enforcement of this Contract; provided, however, that pursuant to Section 1711(a), Comprehensive Merit Personnel Act (CMPA) the employee pays dues or a service fee. With respect to any employee who does not pay dues or a service fee, the Union shall not be obligated to provide that individual any representation in connection with the administration or enforcement of this contract or any matter affecting him/her personally insofar as consistent with the CMPA.

Section B. Dues Checkoff: With respect to each employee who has already executed a D.C. Form 277 authorizing deduction of dues for the Union and each employee who after the execution of this Agreement voluntarily executes a 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 \$.075 per deduction per pay period will be imposed upon the Union for providing such checkoff service. A copy of each executed Form D.C. 277 for cancellation of voluntary Union dues shall be forwarded to the Union by the D.C. Office of Labor Relations and Collective Bargaining (OLRCB).

Section C. Service Fee: Upon written proof that sixty percent (60%) of the employees in the bargaining unit are members of the Union, the Employer shall, not later than the first day of the

third full pay period thereafter, 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 of \$.075 as Union dues, and will be remitted to the Union at the same time and in the same manner as Union dues.

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, it shall be a matter solely between the Union and the employee.

ARTICLE 4
EQUAL EMPLOYMENT OPPORTUNITY

Section A. Policy: It is the continuing policy of the Employer that bargaining unit members are assured equal opportunity in employment matters and, to that end, there shall be no discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, marital status, or political affiliation. 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 developing of the affirmative action program; insure that members of minority groups are (a) encouraged to seek and be assured of receiving consideration in initial employment and subsequent promotion based on merit; (b) granted equal treatment during employment; and (c) permitted to enjoy 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.

(6) The Committee shall serve in an investigative capacity, as they may be directed, in cases involving alleged discrimination within the meaning of Section A above.

Section D. Promotions - Affirmative Action: Consistent with the Memorandum of Understanding executed by the parties on August 29, 1984, Local 36 supports the Department's initiative to develop and implement with Local 36's assistance a program of pre-examination training and instruction, including a specialized program targeted at minority employees with the purpose of providing them with the optimum opportunity to perform well on written promotion examinations.

Section E. Miscellaneous:

(1) 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.

(2)a. 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.

(2)b. 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).

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.

ARTICLE 5
MANAGEMENT RIGHTS

The provisions of D.C. Code Subsection 1-618.8 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 written notice if possible; (2) upon request of the Union, the parties shall promptly negotiate about the impact of such change; (3) if the parties do not reach a written agreement within thirty (30) calendar days of the Union's request, either party may immediately invoke "last best offer" item by item interest arbitration; and (4) 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 section 1705 of D.C. Law 2-139 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.

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.

ARTICLE 8
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) When in the course of an investigation, the employee is to be interrogated, he/she shall be notified verbally of his/her constitutional rights.

(2) An employee shall be notified in writing within a reasonable period of time in advance of an investigatory interview. If an employee can reasonably expect discipline to result from such 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. An employee's Union representative may be present at all investigatory questioning sessions under this Article, but may not answer questions on behalf of the employee. In no event, however, may a Union representative be present in any criminal questioning session conducted by the Metropolitan Police Department or agencies of the U.S. Department of Justice. If the questioning session is of an administrative nature, a Union representative may be present provided that such representative is not 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 tests shall be administered only with the consent of the employee; 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.

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 rights under the rules of criminal procedure.

Section E: If a question 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, a copy of the tape shall be made available to the individual being interviewed.

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 4A (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 his designee, and those he 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 his 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 in writing within five (5) days.

Section C. Procedure for Arbitration:

(1) Selection of an arbitrator. Within seven (7) days from the Department's receipt of the request to arbitrate, both parties shall request the American Arbitration Association (AAA) to refer a panel of seven (7) impartial arbitrators. Upon receipt of the AAA panel, the parties will select one of the names on the panel a 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.

(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 record the hearing or 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 arbitrator receives the parties' briefs if any, whichever is later.

(7) The arbitrator's award shall be final and binding upon both parties; this provision is not intended to foreclose either party from exercising its right to obtain review of the arbitrator's award in an appropriate forum.

(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 expense of the arbitrator shall be borne equally by the parties.

Section D. General:

(1) No matter shall be entertained as a grievance unless 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 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 with 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.

(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 provide the Union, at no cost, copies of the revisions of the District Personnel Manual (DPM) and the D.C. Code as they occur.

ARTICLE 11
CORRESPONDENCE

Two (2) copies of all Special Orders, General Orders, Memorandums, Assistant Fire Chief Orders, Deputy Fire Chief Orders and any

other Order or directive that affects Fire Department Policy issued during the term of this Contract will be provided to the Union within seven (7) days of their issuance.

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: 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 participant.

Section D. Merit Promotion Plan: It is further agreed that whenever qualification requirements are established under the Merit Promotion Plan, the Union may appoint a participant.

ARTICLE 13
LABOR-MANAGEMENT CONFERENCES

Section A. Scope: There shall be established a joint labor-management committee which shall meet at least monthly except by mutual consent. The parties are under no obligation to reach agreement; however, any agreement so reached shall become a matter of policy. Nothing agreed to shall have the effect of altering the provisions of this contract.

Section B. Request For: Requests for meetings or conferences may be initiated by the Employer or the Union. Such requests may be made orally or writing. The person requesting or arranging the conferences shall arrange for mutually agreeable dates, times, a 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. Appeals, grievances or problems of individual employees are not subject to discussion at such meetings.

ARTICLE 14
LEAVE OR 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. It is further agreed that such annual leave will be charged to the account of the employee and will be granted in addition to his/her regularly assigned leave periods.

ARTICLE 15
EXCUSED ABSENCES

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 excused without charge to annual leave to attend locally held meetings or conferences, which are of mutual interest, benefit or concern to the D.C. Fire Department and Local 36, provided approval is granted by the appropriate Division Head.

Section B. Meetings Specified: The above-mentioned members shall be excused without charge to annual leave to attend the following meetings, provided the Deputy Fire Chief, Firefighting, or the member's Division Head, in Divisions other than Firefighting, has been given 24 hours previous notice:

- (1) Meetings of mutual benefit or interest to the Fire Department and Local 36, with officials of the District Government or Federal Government and the Congress of the United States - maximum of two (2) members.
- (2) Board of Directors, Local 36, maximum of three (3) members.

- (3) Membership meetings, Local 36 - maximum of three (3) members
- (4) Public Protection Committee (Board of Trade) - maximum of two (2) members.
- (5) Federation of Citizens Association (one meeting per year maximum of two (2) members.)
- (6) Greater Metropolitan Council - one (1) member approximately six meetings per year.)
- (7) Executive Board Meetings - two (2) members.

Section C. Request For: All requests for excused absences under the provisions of this Article shall be made by the President of Local 36, or his/her delegate to the appropriate Division Head.

Section D. Records: Records shall be maintained in each unit of all incidents of members being excused - to include time of departure, time of return, and reason for excuse from duty.

ARTICLE 16
FUNERAL LEAVE

Each employee is entitled to not more than three (3) days leave to make arrangements for, or attend the funeral of any spouse, parent, parent-in-law, step-parent, child, step child, brother, or sister. This absence will be charged to annual leave or leave without pay. An employee is entitled to not more than three (3) days administrative leave to make arrangements for, or attend the funeral of, or memorial service for, an immediate relative who dies as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone.

ARTICLE 17
FUNERAL EXPENSE

If death results from an injury sustained in the performance of duty, the District of Columbia government shall pay, to the spouse or other appropriate personal representative of the deceased, the funeral and burial expenses in the sum of twelve hundred dollars (\$1200).

ARTICLE 18
OVERTIME

Section A. Overtime: It is agreed that all overtime worked by employees in Salary 1 through 7 shall be paid at 1-1/2 times the regular hourly rate.

Overtime shall apply to all call back, work on assigned days of:

court appearances on off-duty time which results from an employee's official duty, and continuation of duty.

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

Section C. Minimum Pay: 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.

ARTICLE 19 TRANSFERS

Section A. Employer Rights: It is recognized that the Employer has the right to transfer, reassign or detail employees whenever the interest of the service so requires; provided, however, (i) that 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) that transfers, reassignments and details shall not be made on the basis of factors prohibited by Article IV of this Agreement or without just cause.

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) On or about the first day of each month, the Department shall issue an order containing the transfers, reassignments and details for the preceding month.

2. Involuntary Transfers and Reassignments

(a) When an employee is transferred or reassigned other than at his or her request, the employee shall, upon written request, be

informed by a superior of the reason for the transfer or reassignment. The reason given will entail an explanation which will elaborate on why the transfer is for the efficiency of the service.

3. Voluntary Transfers: It is recognized by the Employer and the Union that employees have the right to request transfer 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 transfer requests:

(A) Requests may be made for positions that are vacant or anticipated to become vacant in the near future.

(B) Requests shall be in writing on F.D. Form 10 to the Fire Chief, listing:

- (a) reasons for the request;
- (b) time in grade;
- (c) any educational qualifications relevant to the position;
- (d) current and previous assignments; and
- (e) 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.

(E) When more than one employee has requested to transfer to a particular position, in determining which request will be granted the Employer shall consider the criteria identified in Paragraph B.3(B) of this Article.

(F) Mutual exchanges of assignment between members of the same salary class shall be permitted upon concurrence of the Fire Chief.

ARTICLE 20 PROMOTIONS

Section A. Promotional Process: The Promotional Process shall be as follows:

(1) Eligibility for promotion to the positions of Sergeant, Lieutenant and Captain shall be based on:

(a) Qualifying examination and such other job-related procedures as may be required by the D.C. Office of Personnel;

(b) Evaluation by the Promotion Board;

(c) Physical examination.

(2) Regular qualifying examinations shall be held during the month of June, every even-numbered year, subject to the approval and acceptance of the D.C. Office of Personnel. For the regular examination, June 15th of the examination year is the date upon which all service date computations are to be made for the purpose of length of service eligibility. If necessary to meet the needs of the Fire Department, special examinations may be held, but not earlier than one year following any regular examination. This provision does not preclude the Department or the D.C. Office of Personnel from rescheduling or re-examining for good cause.

(3) For the purpose of assisting in the preparation and the rating of the qualifying examinations, the D.C. Office of Personnel will designate a Board of Promotion Examiners, of which at least three (3) shall be members of the Fire Department selected by the Fire Chief.

(4) Notice of impending qualifying examination will be given to members of the Fire Department by an order of the Fire Chief.

(5) Notice of any text and reference materials that may be used for study purposes will be given to members of the Fire Department within a reasonable amount of time in advance of an impending qualifying examination.

(6) A closing date shall be set for the receipt of applications for each qualifying examination. Applications received after such date will not be considered.

(7) An itemized list of the tie-breaking procedure shall be given prior to the date of the qualifying examination by order of the Fire Chief.

(8) After the results of a promotional qualifying examination are determined, points shall be added to each candidates scores as follows:

(a) Points for Service: 1/12 point, but never more than five (5) points in all, for each completed month ending on the qualifying date for service eligibility over the applicable length of service prerequisite, computed on the basis of the individual's record.

(b) 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 the qualifying date for the examination. 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.

(c) Information concerning points earned pursuant to subsections (a) and (b) shall be forwarded to the D.C. Office of Personnel by the Fire Chief. The D.C. Office of Personnel shall add points for service and education to the qualifying examination score before the final relative standing lists are established.

(9) When the final relative standing qualifying lists are completed, all candidates will be notified in writing of their final score and their relative standing. Reasonable efforts will be made to promptly notify the candidates.

(10) The period of eligibility on the relative standing promotion list shall be for two (2) years and the expiration date of eligibility shall be the October 15th two (2) years subsequent to such qualifying examination. However, the period of eligibility under any special examination shall expire when the next regular qualifying list becomes effective.

(11) A Promotion Board shall be established by the Fire Chief and its function shall be to determine the fitness of eligible candidates for promotion based on:

- (a) Official personnel record;
- (b) Evaluation by superior officers;
- (c) Examination by the Promotion Board.

(12) Whenever one (1) or more promotions are to be made, the Fire Chief shall submit to the Promotion Board for its consideration nine (9) more names than the number of promotions to be made.¹

All such names shall be submitted in rank order from the top of the appropriate relative standing list. Promotions shall be made from the names submitted provided that:

¹ If for any reason there are less than ten (10) eligible candidates dates remaining on any list, the promotions shall be made from among those remaining candidates..

(a) A majority of the Promotional Board recommends promotion for the candidate; and

(b) The Fire Chief approves such recommendation.

(13) The Promotion Board shall cause each eligible who is under consideration for promotion to appear before the Board for such evaluation as the Board may deem necessary to arrive at a just and fair recommendation. In the event the Promotion Board finds it cannot recommend for promotion any candidate(s) whose name(s) have been submitted for consideration, the Fire Chief shall submit an equal number of additional names in rank order from among those candidates who remain from the top of the appropriate relative standing qualifying list.

An eligible will continue to receive consideration for future promotions unless he/she has been notified that his/her name has been removed from the list. Those candidates eligible for promotion but who are not promoted by the Fire Chief at the culmination of the procedure described above (subpar. 12) shall retain their relative rank standing, and as further promotions are to be made, their names shall be considered, once again, by the Fire Chief along with as many other candidates necessary to satisfy the requisites of subpar. 12 above. (These other candidates shall be determined based upon their rank order listing.)

(14) When the Promotion Board by unanimous vote determines that there is sufficient evidence of unfitness for promotion, the name of the eligible may be removed from the appropriate relative standing list.

In each case where the name of an eligible officer or member is removed from the relative standing list by the Promotion Board, he/she will be given a written summary of the findings on which removal of his/her name was based. The individual shall be notified that he/she has five (5) days from the receipt, exclusive of Saturdays, Sundays, and holidays, to make a written appeal to the Fire Chief. Interim promotions shall not be made until the appeal has been acted upon by the Fire Chief. Action by the Fire Chief shall be taken within fifteen (15) days and his decision shall be final; however, such decision may be appealed to arbitration per the negotiated grievance procedure.

(15) All Promotion Board proceedings shall be recorded. In the event any derogatory allegations are made relating to the character, morals or work performance of the eligible, the member shall be given an opportunity to refute said allegation(s).

(16) The Promotion Board shall return to the Fire Chief its recommendation regarding each promotion. The Fire Chief will select a candidate from the ranked list returned by the Promotion

Board. The promotion of any candidate shall be subject to a physical examination to determine his/her physical fitness.

Section B. General Principles: In establishing the foregoing promotional procedure, the object of the parties is to implement the following general principles.

(1) Assurance of a fair evaluation of the qualifications 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 merit on a systematic equitable and nondiscriminatory basis.

(4) Promotions within the unit will be made consistent with the equal employment opportunity laws and the affirmative action plan of the Department.

(5) There will be no personal favoritism in selections for promotions.

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 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; provided the action to so reassign shall be at the written request of the unit member involved and provided further any unit member so reassigned shall not be entitled to a delay of more than two (2) pay periods.

ARTICLE 21 SELECTION OF TECHNICIANS

The following provisions shall govern the selection of technicians, temporary technicians and temporary additional technicians (as defined in Section E of this Article) when applied to positions in the bargaining unit.

Section A. General:

(1) Whenever previous service in the Firefighting Division is a requirement for selection as technician, temporary technician and/or temporary additional technician, time spent in the Training Academy, as defined under Article 33 of this Agreement, shall constitute service in the Firefighting 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 Filling 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/reassignment, 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 Response Unit, Salvage Unit/Metro Support Unit and Foam & Dry Chemical Unit the requirement in (i) above shall not apply. However, the

time limits set forth in Sections D(1) (b) and D(2) (b) 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 D(4) (g).

(c) In order to assure the timely filling 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 selection date recommended by the Captain concerned, provided the recommendation is approved by the Deputy Fire Chief.

Section B. Selection of Battalion Chiefs' Aides - Firefighting Division:

1. Eligibility: To be eligible for consideration as an Aide or fill-in Aide to a Battalion Fire Chief (BFC), a member must have three (3) years of service (continuous or cumulative) in the Firefighting Division.

2. Written Application: A member, in order to be considered as fill-in Aide to a BFC in the Firefighting Division, shall make written application therefore to his/her platoon BFC.

3. Written Recommendations: Upon receipt of member's application to be considered as fill-in Aide to a BFC, the platoon BFC shall require the Captain and platoon commander, if applicable, of the member concerned to make written recommendations as to the following:

(a) Applicant's performance with respect to duties at the company level;

(b) Applicant's knowledge of and adherence to Departmental rules, regulations, orders and policies;

(c) Applicant's ability to work effectively with superior officers and fellow workers.

4. Training:

a. Office Training: The recommendations concerning each applicant, made pursuant to paragraph 3 above, shall be reviewed

by the BFC concerned. Each applicant whose recommendation(s) indicate(s) that he or she is potentially qualified to serve as an Aide shall be detailed as frequently as practical to an engine or truck company housed in the BFC's quarters and be given sufficient opportunity to be trained in the office routine involved. On the basis of the work performed on these details, the platoon BFC shall consider the suitability of the applicant with attention being given to the following:

- (1) Ability to type and knowledge of filing procedures;
- (2) Knowledge of report and letter composition;
- (3) Knowledge of correct English and spelling ability;
- (4) Knowledge of rules, regulations, orders and procedures;
- (5) Ability to take orders and to convey orders properly;
- (6) Reading comprehension;
- (7) Ability to maintain confidential information;
- (8) Neatness and appearance as outlined in Fire Department regulations;
- (9) Ability to deal with others;
- (10) Ability to operate a computer terminal.

b. Additional Training: If after a reasonable period of training, such consideration of the factors listed in paragraph 4(a) above indicates that the applicant possesses the necessary attributes he/she will, at the direction of the BFC concerned, be detailed as frequently as practical to fill in during the absence of the regular Aide for consideration of his/her performance responding to and working at alarms and when otherwise out of quarters. Factors to be given consideration shall be knowledge of the following subjects:

- (1) Location of and routes to boxes;
- (2) Natural gas and electrical cutoff junctions;
- (3) Availability of access to rear positions;
- (4) Staircase and sprinkler configurations, and;
- (5) Location of hazardous materials.

c. Response Training: When an Aide or fill-in Aide drives the BFC and/or performs fireground duties, consideration shall be given to his or her performance of those functions as reflected in the following:

(1) Driving habits and skill (smoothness - caution exhibited - coordination); and

(2) Fireground ability in performing Aide duties.

d. Unsuitability: If, during any phase of training, the platoon BFC arrives at the conclusion that the member concerned is unsuited for Aide work and that the deficiency is such as to justify non-selection, the platoon BFC will advise the member concerned of the reasons therefor in writing and the training of such member shall be discontinued until such time as that BFC or some other BFC agrees to consider a subsequent application from the member.

5. List of Fill-In Aides:

a. When his/her Platoon BFC is satisfied that an applicant is qualified, he/she shall cause the applicant's name to be entered on a list of "Fill-in Aides".

b. All members who have qualified and whose names have been entered on the list of "fill-in Aides shall be detailed, in regular rotation, to fill in during periods of absence of the regular Aide in order that his/her Platoon BFC may continue to observe the member.

c. In the event that the regular Aide is expected to be absent for an extended period, the Platoon BFC may detail one of the fill-in Aides to act as the regular Aide.

d. The BFC shall maintain and post this list of names of all fill-in Aides and may at any time remove any name from the list, when in his/her opinion such action is indicated. When a BFC removes a member's name from the list, that BFC shall state in writing his/her reasons therefor to the member through commanders.

6. Rating of Fill-in-Aides: When there is one or more actual or anticipated vacancy in the position of Aide, the BFC concerned shall rate each fill-in Aide assigned to his/her platoon, and the candidate with the highest total point rating shall be designated from each platoon. Point evaluation ratings shall be applied as follows:

a. If response training is not applicable, there shall be a total point value of seventy-five (75) points, as follows:

- (1) Point value of 0-5 for each category of paragraph 4(a), "Office Training (1) through (10).
- (2) Point value of 0-5 for each category of paragraph 4(b), "Additional Training", (1) through (5).

b. If response training is applicable, in addition to the point values specified in (1) above there shall be point values for each category of paragraph 4(c), "Response Training", as follows, for a total point value of one-hundred (100) points:

- (1) Point value of 0-10 for category 1.
- (2) Point value of 0-15 for category 2.

7. Selection of Aides: Upon completion of the rating process described in part 6 of this paragraph and the designation of the highest-rated candidate in each platoon, the BFC to whom the Aide being selected will be assigned shall select the Aide from among the candidates so designated.

Section C: Selection of Aides to Other Chief Officers:

1. In general, chief officers other than BFCs of the Fire-fighting Division shall select their aides from among the members at large.

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 D: Selection of Other Technicians, Temporary Technicians, and Temporary Additional Technicians:

For all technician, temporary technician, and temporary additional technician positions not covered by Sections B and C above, the following procedures shall apply. (Unless the context clearly indicates otherwise, in this section the word "technician" also refers to 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 Response Unit, Salvage Unit, Metro Support Unit, and Foam and Dry Chemical 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 eligibles applicable to the position is in effect pursuant to paragraph 4(a) (4) 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 (b), a member must have at least three (3) years service (continuous or cumulative) in the Firefighting Division.

b. Fire Prevention Division: For positions in the Fire Prevention Division a member must have at least six (6) 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.

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

(1) Have been assigned to the fireboat for at least one (1) year (continuously or cumulatively);

(2) 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;

(3) Possess a United States Coast Guard license as "Master, Inland, 100 gross tons";

(4) Possess a valid American Red Cross water safety certificate or demonstrate that he/she is capable of swimming, unassisted, a minimum of 200 yards;

(5) 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 (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:

(1) All technicians shall be selected on the basis of scores on a competitive rating system, as provided in this paragraph 4.

(2) 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.

(3) 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.

(4) 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.

(5) 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:

(1) Any member who applies for a technician vacancy must, at the time he or she applies, indicate any periods of absence or 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 does so at his or her own risk.

(2) Any member who is on leave without pay, suspension, or absent without leave during the application period set forth in 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.

(3) Any member who is in a sick leave, administrative leave-sick, or light duty status, or who is in the substance abuse program, 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.

c. Procedure When All Candidates Are Disqualified

(1) 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) (5) above, or for any other reason, the responsible officer shall then promptly post the vacancy again.

(2) 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.

(3) 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 paragraph 3(a) be reduced to less than three (3) years, but not less than one (1) year in the Department.

(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.

(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 officers shall administer a single joint examination for Wagon Driver and Pumper Driver positions, 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 Wagon Driver and Pumper Driver positions, provided that the examination encompasses operations and maintenance for each position. The same shall be true in Truck Companies with respect to Truck Driver, Tillerman and Platform Operator positions.

(2) Ratings:

All eligible candidates will be rated on a one hundred (100) -point 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 paragraph 4(d): 0-35 points.

(b) Knowledge of Hydraulics and Operation and Maintenance of Apparatus and Equipment, as determined by the examination administered pursuant to part 1(c): 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 unit concerned, 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 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 Firefighting Division in an assignment as a technician in the Emergency Ambulance Bureau or as and Aide to a Chief 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 Ambulance Service or Chief's Aide assignment, 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.

(3) Special Rules re: 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 the positions of pumper driver or tillerman /platform operator respectively. When this type of reassignment is undertaken, seniority of the members available for such reassignment shall be given due consideration.

(b) A pumper driver may be moved to the position of wagon driver and a tillerman/platform operator may be moved to the position of truck driver 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 (a), (b) or (c), the resulting vacancy shall be filled in accordance with the procedures set forth in this article.

(e) The provisions of (a) - (d) above shall apply to temporary technicians and temporary additional technicians as well as to technicians.

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: 1/12 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 Fire Prevention 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: 5/12 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 20 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 delegated by them. Grades on the examination shall count for 0-45 points on the overall rating scale.

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:

(1) 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.

(2) 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.

(3) 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.

(4) 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 each of the two examinations shall count for 0-40 points on the overall rating scale.

(g) Selection Criteria: Hazardous Materials Response Unit, Salvage Unit/Metro Support Unit, Foam & Dry Chemical Unit:

(1) Selection Panels: The rating and selection of applicants for technician positions in the Hazardous Materials Response Unit, Salvage Unit/Metro Support Unit and Foam & Dry Chemical Unit shall be by selection panels consisting of:

(i) the Captain(s) and two (2) officers of the station to which the unit is assigned;

(ii) a representative of the Training Division;

(iii) a representative designated by the Fire Chief;

(iv) a representative designated by Local 36; and

(v) (for the Salvage Unit/Metro Support Unit only) a representative of the Apparatus Division.

(2) Selection of Candidates:

(i) 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.

(ii) 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.

(iii) The panel shall select at least as many candidates as there are anticipated vacancies; and in the case of the Foam & Dry Chemical Unit, Salvage Unit/Metro Support Unit, the panel shall, whenever possible, select at least two (2) more candidates than the number of anticipated vacancies.

(iv) 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.

(v) If the panel deems it necessary, the panel may interview eligibles to assist the panel in making its selections.

(3) Training and Final Selection:

(i) Hazardous Materials Response Unit

1. 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 Response 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.

2. 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, 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.

3. (a) The candidate(s) with the highest point rating(s) shall be assigned to the Hazardous Materials Response Unit.

(b) 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.

(c) If a candidate successfully completes the prescribed Hazardous Materials training course, he/she shall be designated as Technician-Hazardous Materials Response Unit.

(ii) Salvage Unit/Metro Support Unit, Foam & Dry Chemical Unit:

(1)(a) Not later than fourteen (14) days after candidates have been chosen by the selection panel, they shall be detailed to the Training Academy for a prescribed course of instruction.

(b) 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.

(c) Candidates shall be notified in advance of appropriate study material to assist in preparation for the course.

2. 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 Salvage Unit/Metro Support Unit and 10 points in the case of the Foam & Dry Chemical Unit;

(b) 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;

(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 Salvage Unit/Metro Support Unit, and 0-40 points in the case of the Foam & Dry Chemical Unit. Grades on the practical examination shall count for 0-40 points in the case of the Salvage Unit/Metro Support Unit, and 0-45 points in the case of the Foam & Dry Chemical Unit.

Section E: Temporary Technician/Temporary Additional Technician:

1. Definition:

a. Temporary Technician: An individual who fills the positions 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: When a member performs the duties of a 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 Response Unit, Salvage Unit/Metro Support Unit, Foam & Dry Chemical 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 Canceled:

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 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:

(1) If a Technician begins to serve in another technician assignment in the same unit (for example, if a Wagon Driver begins to drive the Pumper), 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 provisions of this Article. After said ten (10) days, the Technician's new assignment (in the example above, Pumper Driver) shall be considered his/her permanent assignment.

(2) If a Technician begins to serve as a Temporary Aide or Temporary Additional Aide to a Chief, the position to which he/she has previously been assigned shall be considered vacant and shall be filled in accordance with the provisions of this Article; provided, however, that if the Aide assignment is subsequently canceled or involuntarily terminated, he/she shall have the right to return to his/her prior Technician position, displacing the member who has replaced him/her; provided further, however, that said right to return shall terminate one (1) year after the individual begins his/her Aide 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.

6a. 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 the Temporary Technician/Temporary Additional Technician position is assigned 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.

8. The Labor Relations Officer and Local 36 shall meet to resolve any problems concerning the administration of this section as they occur.

ARTICLE 22 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 23 REDUCTION IN FORCE

The following shall constitute the Reduction in Force (RIF) procedures for employees in the unit:

Section A. Notification: After the Fire Department contemplates a RIF, the Department shall send written notification to Local 36. The parties shall then meet to consider alternatives for avoiding or reducing the impact of the RIF. If no alternatives are found to be mutually agreeable, the parties shall meet and discuss the manner by which the RIF shall be accomplished pursuant to the procedure set forth below.

Section B. Definitions: The following definitions shall apply for the purpose of this contract.

Agency Recall Priority List: A recall list of Group I or II employees who have not declined assignment to a full-time, non-temporary position in the bargaining unit with a representative rate no lower than that of the position from which he/she was RIFed.

Bumping: The right of assignment for competing employees to displace other employees in the bargaining unit in the same competitive level in the same tenure subgroup with less creditable service or any employee in a lower tenure group. (First Step)

Competitive Area: Means the Fire Department of the District of Columbia in which the covered employees compete for retention in a reduction-in-force situation.

Competing Employees: Means an employee covered by this Agreement in Tenure Group I or II.

Tenure Groups:

Group I: Employees who have completed probationary periods under Career appointments.

Group II: Employees serving probationary periods under Career appointments.

Tenure Subgroups:

Subgroup AD: Veterans having a military service-connected disability of thirty percent (30%) or more

Subgroup A: Veterans not included in Subgroup AD.

Subgroup B: Non-Veteran employees.

Competitive Levels: are defined as follows

Captain	Class 7
Marine Engineer	Class 6
Pilot	Class 6
Lieutenant	Class 5
Sergeant	Class 4
Assistant Marine Engineer	Class 3
Assistant Pilot	Class 3
Fire Inspector Technician	Class 2
Fire Inspector	Class 2
Fire (Firefighters and Technicians)	Class 1

Creditable Service: Service with the District or Federal Government and military service.

Days: Means calendar days.

Representative Rate: Means the first step of the class.

Retreating: The right of assignment for employees released from their competitive level to an available position in the bargaining unit from or through which the released employee was promoted, which is occupied by any competing employee in the same tenure subgroup with less creditable service; or which is occupied by any competing employee in a lower tenure subgroup. (For example a 1-A employee can displace a I-A employee with less creditable service or any employee in I-B, II-A, or II-B (Second)).

Rounds of Competition: The first round of competition is for competition to remain in the employee's present competitive level (First Step). The second round of competition is for retreat to a position in another competitive level from or through which the competing employee was promoted and which is occupied by an employee in the bargaining unit with less total creditable service in the same tenure subgroup or any competing employee in a lower tenure subgroup (Second Step).

Veterans Preference: Will be determined in accordance with federal law and regulations.

Section C. Determining Retention Standing:

1. The retention standing of each competing employee shall be determined on the basis of tenure, length of creditable service, and veterans preference in accordance with D.C. Law 2-139.

Section D. Normal Order of Release:

1. Employees whose current performance rating on record as of the issuance of the specific RIF notice is unsatisfactory and employees with appointments limited to one (1) year or less are not competing employees and must be released before any employee in Groups I or II is released from the competitive level by reduction in force.

2. Employees serving in positions in the competitive level under indefinitely limited temporary promotions must have their temporary promotions terminated before any competing employee is released from the competitive level by reduction in force.

3. After all employees who are not competing employees are separated or released from the competitive level, the

Department shall select competing employees for release from competitive level in the inverse order of their retention standing beginning with the lowest relative standing employee.

4. Any bargaining unit employee whose position is affected by RIF shall have the right of assignment to available positions covered by the bargaining unit from or through which the employee was promoted (including positions substantially the same as a position from or through which he or she was promoted) and which is occupied by an employee with less total creditable service in the same tenure subgroup or any competing employee in a lower tenure subgroup.

Section E. Notice to Employee:

1. The effective date of the specific action to be taken pursuant to this Article must be sufficiently in the future to give employees at least thirty (30) days of notice but not more than ninety (90) days, with a copy to Local 36.
2. The notice, in addition to other relevant information, shall advise that any affected employee may file a written appeal to the Office of Employee Appeals (OEA) within fifteen (15) days after the effective date of his or her separation through the RIF procedure.

Section F. Establishment and Maintenance of Agency Recall Priority List:

1. The D.C. Office of Personnel (DCOP) will establish and maintain the Agency Recall Priority List when Group I or Group II employees are affected by reduction in force. A copy of that list will be provided to the Union.

2. The list shall be maintained and placement made therefrom for all positions, in the bargaining unit, for which a released employee qualifies and is available.

3. Duration of Eligibility:

a. The name of a Group I employee remains on the list for two (2) years from the date of separation through RIF procedures.

b. The name of a Group II employee remains on the list for one (1) year from the date of separation through RIF procedures.

c. Upon expiration of the period of eligibility the released employee who has not been recalled shall be advised in

writing by DCOP of his or her removal from the Agency Recall Priority List.

Section G. Recall Procedure: Employees shall be recalled in inverse order i.e., the last employee released through the RIF procedures shall be the first recalled to his/her position. The parties' intention is that as permanent vacancies become available they shall be filled by the same persons who occupied them at the time of the issuance of the specific RIF notice.

Section H. Acceptance or Declination of Appointment:

(1) A released employee's name may be deleted from the List:

- a. Upon his or her written request; or
- b. Upon his or her acceptance of a nontemporary, full-time position in the D.C. Government with a representative rate no lower than that of the position from which separated by RIF; or
- c. Upon failure to affirmatively respond in writing to a recall offer to a position within the bargaining unit within ten (10) days from the date of receipt of such written offer.

(2) All released employees must meet the physical requirements for the identified occupational series prior to recall. If he or she is determined unfit for the identified occupational series, the released employee's name will be deleted from further consideration for that position, subject to that employee's right to grieve that determination per the negotiated grievance procedure.

Section I. Compensation Upon Release From Competitive Level: Any unit employee who has been offered and accepts assignment at a lower class than the one presently held will receive compensation at a rate of the lower class equal to but not greater than a rate he/she should have attained had he/she not been promoted to the presently held position.

Section J. Entitlement to Severance Pay of Employees Separated by Reduction in Force: The amount of severance pay will be computed in accordance with the District's rules and regulations.

Any employee who is separated by reduction in force is entitled to severance pay, except when he or she is ineligible, or excluded from coverage as indicated below, effective on the date of separation. An employee who is otherwise eligible for severance pay, who resigns in lieu of reduction in force after receipt of a specific notice of reduction in force, is entitled to severance pay.

ARTICLE 24 LIABILITY

The Employer shall provide, at its cost, legal representation 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.

Representation will be provided through the Office of the Corporation Counsel. 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 (as determined by the court) incurred in the employee's defense of the action.

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.

ARTICLE 25 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 need.

Section B. Employer Responsibility:

1. The Employer shall furnish the best available protective clothing and equipment necessary for employees to carry out their assigned duties, within reasonable cost limitations. The clothing and equipment shall be approved by nationally recognized testing authorities, where applicable. Unserviceable protective clothing and equipment shall be replaced by the Employer.

2. Commencing on the effective date of this Agreement, the Fire Department shall provide personal alert devices as agreed by the Joint Safety Committee, to be attached to the breathing apparatus used by all personnel of firefighting companies.

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. 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 protective clothing or equipment 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.

ARTICLE 26
FOOD AT ALARMS OR SPECIAL ASSIGNMENTS

It is agreed that when conditions of service or weather make it necessary, or when members are required to work beyond their regular scheduled tour, (by virtue of Section 9 and 10 of Part A, or Section 2 of Part D of Article VIII, Fire Department Rules and Regulations) they shall be entitled to receive appropriate meals under the provisions of Plan "F" or Section 8, Article V, Fire Department Rules and Regulations.

ARTICLE 27
PARKING

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

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

ARTICLE 28
UNIFORMS

It is agreed that a member having a uniform in his/her company quarters will be considered as meeting the requirements of having uniform available as required in Article XXI, Section 4, of the Fire Department Order Book

ARTICLE 29
IDENTIFICATION DEVICES

It is agreed that the official IAFF Identification Pin indicating union membership may be worn on the uniform of Union employees of the bargaining unit.

ARTICLE 30
HOSTILE SITUATIONS/CIVIL DISTURBANCE

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.

In the event that Fire Department Headquarters is notified that Police Units are withheld or withdrawn from an area due to conditions beyond their ability to control, no Fire Department units shall enter the areas until it has been determined by a Chief Officer of the Fire Department that such action is warranted.

ARTICLE 31
SICK LEAVE ADMINISTRATION

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

ARTICLE 32
EDUCATION AND TRAINING

Section A. Policy: The Employer and the Union agree that education, training, and development of employees within the Department are matters of primary importance and that through the procedures established for employee-management cooperation, the parties shall seek the maximum education, training and development of employees. The Employer agrees to develop and maintain forward-looking effective policies and programs designed to more perfectly accomplish the mission of the Department.

Section B. Pursuit of Higher Education: The Employer and the Union agree to pursue jointly and vigorously a subsidized program of higher education for all employees.

Section C. Administrative Leave: The Employer and the Union agree that the Employer has the prerogative to grant administrative leave to send members to certain schools or courses which are of benefit to the Department.

ARTICLE 33
TRAINING NEW EMPLOYEES

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

ARTICLE 34
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 Chiefs or Deputy Fire Chiefs.

ARTICLE 35
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:

ARTICLE 36
DISTRIBUTION OF CONTRACT

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, well, to each new hire during the term of this Agreement.

The Department shall reimburse Local 36 for one-half (1/2) of the printing costs up to 2400 copies. Any number beyond that amount shall be borne by the Union.

ARTICLE 37
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 increasingly are exposed to numerous contagious or infectious diseases. The parties recognize that a program is necessary to deal effectively with this potentially serious problem and that such a program shall contain the following commitments by the District of Columbia Government:

1. Any time that the Employer acquires any information indicating that one or more firefighters have been exposed to a contagious or infectious disease 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.

2. The Employer shall provide medical consultation and advice to any firefighter exposed to a contagious or infectious disease 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, shall, at his/her request, be provided appropriate medical testing.

3. Protective clothing and equipment provision shall be addressed by 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.

ARTICLE 38
ACTING PAY

A bargaining unit member who is detailed to and has completed service in a higher rank position (Sergeant, Lieutenant and Captain) 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 he detail is terminated.

ARTICLE 39
WAGES

Fiscal Year 1991: The current salary schedule shall remain in effect.

Fiscal Year 1992:

A. Effective the first day of the first full pay period

beginning on or after October 1, 1991, the salary schedule then in effect for all bargaining unit members shall be increased by three percent (3%) in accordance with past methods of increasing salary schedules.

B. Effective the first day of the first full pay period beginning on or after April 1, 1992, the salary schedule then in effect for all bargaining unit members shall be increased by two percent (2%) in accordance with past methods of increasing salary schedules.

Fiscal Year 1993:

A. Effective the first day of the first full pay period beginning on or after November 1, 1992, the salary schedule then in effect for all bargaining unit members shall be increased by three percent (3%) in accordance with past methods of increasing salary schedules.

B. Effective the first day of the first full pay period beginning on or after July 1, 1993, the salary schedule then in effect for all bargaining unit members shall be increased by three percent (3%) in accordance with past methods of increasing salary schedules.

Fiscal Year 1984:

In April 1993, only this Article shall be reopened for Fiscal Year 1994 wage negotiations.

**ARTICLE 40
TECHNICIAN'S PAY**

Each technician shall receive \$1,250 per annum in addition to his/her scheduled rate of basic compensation.

**ARTICLE 41
HOURS OF WORK/WORK SCHEDULE/LEAVE**

SECTION A - GENERAL: The hours of work, work schedule and leave provisions currently in effect shall remain in effect until modified.

SECTION B - WORKWEEK: Not later than the pay period containing October 1, 1993, the Department shall reduce the workweek for bargaining unit members in the Firefighting Division to 42 hours. A joint committee consisting of two (2) representatives of the Employer and two (2) representatives of Local 36 shall be appointed for the purpose of resolving, where possible, any issues that may arise in implementing the reduced workweek. The committee shall convene no later than sixty (60) days prior to the effective date of the reduction in hours.

SECTION C - SICK LEAVE: At the beginning of the leave year after the reduction in hours goes into effect, the manner of computing sick leave for bargaining unit employees in the Firefighting Division shall be amended as follows:

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

SECTION D - ANNUAL LEAVE: At the beginning of the leave year after the reduction in hours goes into effect, the manner of computing annual leave for bargaining unit employees in the Firefighting Division shall be amended as follows:

Bargaining unit employees in the Firefighting Division with less than three (3) years of service thereafter shall earn annual leave at the rate of 4.5 hours per bi-weekly pay period;

Bargaining unit employees in the Firefighting Division with three (3) years but less than fifteen (15) years of service thereafter shall earn annual leave at the rate of 7.0 hours per bi-weekly pay period;

Bargaining unit employees in the Firefighting Division with fifteen (15) or more years of service thereafter shall earn annual leave at the rate of 9.0 hours per bi-weekly pay period;

SECTION E - LEAVE BALANCES UPON TRANSFER OR REASSIGNMENT: 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.

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.

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.

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: At the beginning of the 1991 leave year, the maximum number of annual leave hours

that can be carried forward into any leave year thereafter shall be 288 hours for bargaining unit members of the Firefighting Division. At the beginning of the 1994 leave year, the maximum number of annual leave hours that can be carried forward into any leave year thereafter shall be 264 hours for bargaining unit members of the Firefighting Division.

ARTICLE 42
RETENTION INCENTIVE/SERVICE LONGEVITY

Until the first day of the first full pay period beginning on or after October 1, 1991, the provisions of Article 42 of the Agreement for Fiscal Years 1998-90 shall remain in effect. Commencing on that date, the following provisions shall be in effect:

1. Retention Incentive

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

2. Service Longevity

Upon completion of fifteen (15) and thirty (30) years of total service, each bargaining unit member shall receive, in addition to his/her basic compensation as prescribed in the Fire Service Salary Schedule, service longevity computed at a rate of five percent (5%) and ten percent (10%) respectively, of the rate of basic compensation prescribed for service Step 1 of the salary class occupied in the Fire Service Salary Schedule.

Applying the provisions of subsection 4-415(a) (2) through subsection 4-415(c) of the D.C. Code, "continuous service" shall mean total service under the D.C. Police and/or Fire Service Salary Schedules.

ARTICLE 43
LEGAL PLAN

Commencing with the second full pay period beginning on or after October 1, 1991, and continuing for the rest of the period this

contract is in effect, the Employer shall pay for each bargaining unit member \$3.00 a pay period as a premium for individual and/or a family approved legal benefit program. The Employer shall make those monthly premium payments directly to the provider of the legal services program selected by the Union and approved by the City.

ARTICLE 44
OPTICAL AND DENTAL BENEFITS

1. Optical

The Employer agrees to pay for each bargaining unit member the premium for self of self/family coverage in an approved optical plan at the rate of \$6.75 per month. The Employer shall continue to make monthly premium payments directly to the provider of the optical services.

2. 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 3, 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 4 below, examples of matter that would constitute changes in benefits include: (1) the charges that become 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 shall be considered a change of benefits.

3. The Employer's monthly dental premium payments shall not exceed the following:

- a) Until the first full pay period on or after October 1, 1991: \$28.46 per month for each bargaining unit member;
- b) Commencing the first full pay period on or after October 1, 1991: \$29.60 per month for each bargaining unit member;
- c) Commencing the first full pay period on or after October 1, 1991: \$30.78 per month for each bargaining unit member.
- d) Commencing the first full pay period on or after October 1, 1993: \$32.00 per month for each bargaining unit member.

Should these premiums not be sufficient to maintain the same benefits as were provided during the term of the Agreement for

Fiscal Years 1988-89-90, the Union shall identify benefits to be reduced or eliminated so as to bring the premiums to the levels specified in this section.

4. 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 2 above with respect to maintaining the benefits that were provided during the term of the Agreement for Fiscal Years 1988-90 are complied with.

5. 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 payment 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.

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

7. The benefit provider for dental services shall be responsible for identifying to the Employer, after surveying the unit employees, the names and number of employees to be carried under individual and family status.

8. 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 name of each designated employee for whom the premium is to be paid.

ARTICLE 45 PENSION PICK-UP PAYMENTS

A. Effective the later of January 1, 1992 or IRS and legislative approval where required, the Employer shall "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. Any necessary IRS or legislative approval shall be requested no later than December 1, 1991. The member's basic pay shall be reduced by the full amount of said contribution.

B. For purposes of determining retirement benefits, the member contribution 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.

C. For purposes of adjusting the fire service 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.

ARTICLE 46 INTERNAL REVENUE CODE SECTION 125 PLAN

Effective the later of January 1, 1992 or IRS and legislative approval where required, the District shall implement a pre-tax premium conversion for health and life insurance premiums for all bargaining unit members. Any necessary IRS or legislative approval shall be requested no later than December 1, 1991.

ARTICLE 47 PERSONAL LEAVE DAY

1. Commencing the first pay period beginning on or after October 1, 1991, each member of the bargaining unit in the Firefighting Division shall be entitled to one (1) personal leave day. This personal leave day shall be an excused absence from duty without charge to leave nor loss of pay. For the purposes of this Article, day shall be defined as twenty-four hours for the Firefighting Division, consistent with past practice of leave computation.

2. Commencing the first pay period beginning on or after October 1, 1992, each member of the bargaining unit in the Firefighting Division shall be entitled to two personal leave days as described above.

3. It shall be incumbent on the employee to notify the Employer, at least thirty (30) days in advance, utilizing the DCSF-71, of his/her request for the personal leave day.

4. If because of emergency and/or staff limitations the personal leave day must be denied or canceled, the employee shall request and be granted a different day off of his/her choice within thirty (30) days.

5. The personal leave day must be used in a full day increment within the Fiscal Year authorized, and may not be substituted for any other absence from duty. There shall be no carryover or payment for any unused personal leave days.

6. The provisions of this Article shall expire September 30, 1992.

ARTICLE 48
EMERGENCY AMBULANCE BUREAU REOPENER

The Employer and the Union agree that if the Emergency Ambulance Bureau is reorganized, realigned or restructured, Local 36 shall have the right at that time to open negotiations on the terms and conditions of employment affected thereby. In such negotiations, only the impact on terms and conditions of employment resulting directly from said reorganization, realignment or restructuring shall be considered. Until said negotiations have been concluded, no bargaining unit member shall be transferred or reassigned to the Emergency Ambulance Bureau. Negotiations shall be requested and concluded through agreement or impasse procedures without delay.

ARTICLE 49
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 50
EFFECTIVE DATE, DURATION, MODIFICATION AND RENEWAL

Section A. Effective Date and Duration: This Agreement shall remain in effect through September 30, 1994, pursuant to Section 1717(i) and section 1715(a), District of Columbia Government Comprehensive Merit Personnel Act. If disapproved because certain provision(s) are found 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. 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 D.C. Government Comprehensive Merit Personnel Act of 1978, the D.C. 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 Management Program); and to the extent that the D.C. 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 contract.

Section C. Modifications: If the parties mutually agree in writing

during the term of this Agreement that the 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(s) requested and the reasons therefore. An modification agreed upon shall become a part of this agreement.

Section D. Renewal/Termination: This agreement will automatically be renewed for one (1) year periods after September 30, 1994 unless either party gives to the other party written notice of intention to terminate or modify the agreement one-hundred and fifty (150) days prior to its termination date. In the event that Local 36 serves upon the District of Columbia 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 (September 30, 1994), it is hereby agreed that all of the 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 District of Columbia Government Comprehensive Merit Personnel Act.

On this 20th day of November, 1990 and in witness thereof, the parties have set their signatures:

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT

FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 36

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Rayfield Alfred, Fire Chief
Fire and Emergency Medical
Services Department

[Signature]

Mark H. Levitt, Director
D.C. Office of Labor Relations
Collective Bargaining

APPROVAL

This Collective Bargaining Agreement between the District of Columbia Government and Local 36, IAFF, has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (D.C. Code Section 1-618.15 (1987) and is hereby approved this 2 day of January 1990.

[Signature]
Marion Barry, Jr.
Mayor

[Signature] 11-30-90

[Signature] 11/30/90
Thomas N. Zippert, President
IAFF Local 36

MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO DISCIPLINARY PROCEDURES

WHEREAS the District of Columbia Fire Department recently implemented a new set of procedures for disciplinary actions involving members hired on or after December 3, 1980, embodied in General Order 8-88; and

WHEREAS Local 36 has filed a grievance challenging the implementation of the new procedures and has demanded bargaining with respect to this matter pursuant to Article 6 of the parties' Agreement; and

WHEREAS the Department and Local 36 share the objective that all uniformed members of the Department should be governed by a single set of procedures for the maintenance of discipline, which procedures should be fair, expeditious, and in compliance with applicable law; and

WHEREAS the parties have engaged in good faith collective bargaining to resolve this matter, it is HEREBY UNDERSTOOD AND AGREED as follows:

1. All statutes, rules, regulations, orders, bulletins, agreements and established practices regarding the maintenance of discipline which were in effect prior to the promulgation of G.O.8-88 (hereinafter referred to collectively as "previously established procedures") shall remain in effect, and shall supersede any conflicting provisions of G.O.8-88, except to the extent specifically provided herein.

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

3. A Deputy Fire Chief may attempt to resolve a disciplinary matter after a conference with an affected member without resorting to the procedures otherwise applicable to proposed disciplinary actions, provided that:

a) The penalty agreed to does not exceed a 60-duty hour suspension; nontraditional penalties including transfer, reassignment and change of days off are specifically permitted under this Section;

b) The affected member is represented in the conference by the Union, if he wishes to be so represented and the Union so agrees;

c) The affected member voluntarily agrees to the penalty and waives all appeal rights after having been given an opportunity in the conference to present his side of the matter;

d) The appropriate Assistant Fire Chief approves the action agreed upon;

e) Any statements made in the conference (including but not limited to any proposed penalty, settlement or resolution of the matter) or actual agreement shall not be used by either party as evidence or as a precedent in that case or any other; and

f) If the Assistant Fire Chief disapproves the agreement reached by the Deputy Fire Chief and the member, it shall be null and void and, thereafter, the normal disciplinary procedures shall be followed in imposing any penalty.

4. In cases where the Assistant Fire Chief determines that an investigation is necessary or appropriate, such investigation shall be conducted by the Disciplinary Investigation Board (DIB) pursuant to the previously established procedures applicable to said DIB. If the Assistant Fire Chief determines that no investigation is necessary or appropriate, the case need not be referred to the DIB.

5. A case may be resolved by a Hearing Officer, whose decision shall not be subject to appeal, provided that:

a) The use of a Hearing Officer rather than a Trial Board has been recommended by the Assistant Fire Chief and has been agreed to by the affected member;

b) The Hearing Officer does not impose a penalty in excess of a 36-duty hour suspension, or 72 duty hours in the case of a member who has been suspended on a prior occasion; and

c) The previously established procedures applicable to Hearing Officers shall be followed except as specifically modified herein.

6. The previously established procedures applicable to Trial Boards shall continue to be followed, with the following exceptions:

a) Each Trial Board shall consist of one Battalion Fire Chief and two Captains.

b) The Fire Chief shall have complete discretion in selecting the Battalion Fire Chief to serve on a Trial Board and in determining the length of time that the Battalion Fire Chief continues to serve on Trial Boards, subject to the right

of an affected member to challenge any member of the Trial Board pursuant to Article VII, Section 12 of the Rules and Regulations.

c) The two Captains shall be selected, and shall rotate, in accordance with the previously established procedures, except that a Captain may serve on Trial Boards for a period of 30 to 90 days, as determined by the Fire Chief, and no Captain who is a member of the Board of Directors of Local 36 shall serve on a Trial Board.

7. a) Upon receipt of a Trial Board recommendation, the Fire Chief shall either adopt the penalty (if any) recommended by the Trial Board, adopt a lesser penalty, or dismiss the case.

b) The affected member may appeal the Fire Chief's decision only to the District of Columbia Office of Employee Appeals. Such appeal 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.

8. a) A member shall be notified by the DIB or the Assistant Fire Chief of any charges or complaints filed against him in writing on the F.D. Form 2, within 75 days of the alleged infraction or complaint, or such time as the employer becomes aware of the alleged infraction or complaint. The member shall verify his receipt of the notification, and all reports related to the incident shall be made available to him upon request.

b) The notice of disciplinary action shall be waived when such notice will interfere with or impair the investigation of the charges at the sole discretion of the Fire Chief. The reason for waiving such notice shall upon request be provided in detail to the member concerned on completion of the investigation.

c) Within 60 days of the receipt by the member of the F.D. Form 2, the Assistant Fire Chief shall notify the member of the type of Department action he has decided to pursue (i.e., Trial Board, Hearing Officer, no further action, or other).

d) If the case is to be heard by a Hearing Officer or a Trial Board, the hearing shall be conducted within 180 days of the receipt by the member of the notification provided for in subpart c) of this paragraph. When the member 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. The 180-day time limit shall also be automatically extended by the number of days consumed by the actual hearing.

9. Nothing in this Memorandum of Understanding shall be construed as limiting the matters that may be grieved and arbitrated pursuant to the provisions of Article IX of the Agreement between Local 36 and the Department.

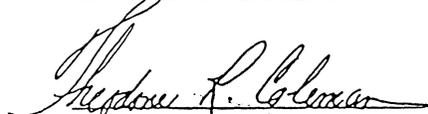
10. Beginning in January 1990, a joint labor-management committee consisting of two (2) representatives from each party shall meet to discuss any problems concerning the procedures

for disciplinary actions. The conclusions reached by this committee, including separate views of the parties (if necessary) shall be available to the parties for subsequent collective bargaining.

11. The foregoing resolves the grievance and demand for bargaining filed by Local 36 with respect to this matter.

So agreed this 15th day of November 1988.

FOR THE DISTRICT OF
COLUMBIA GOVERNMENT


Theodore R. Coleman
Fire Chief


Mark Levitt
Director, Office of Labor
Relations and Collective
Bargaining

FOR LOCAL 36,
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS


Thomas N. Tippet
President

SECOND MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO DISCIPLINARY PROCEDURES

The parties agree they will expeditiously complete their discussions concerning modifications to the procedures for disciplinary actions.

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT

FOR LOCAL 36, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS



DATE 11/30/90



DATE 11/30/90



DATE 11/30/90



DATE 11-30-90

MEMORANDUM OF UNDERSTANDING
MANPOWER POOL

In an attempt to ensure that a Firefighting Company is never placed out of service due to manpower shortages, the parties agree to the following:

The City will maintain a minimum complement of five (5) on all Firefighting Companies, except that after any Manpower Pool established by the Fire Chief has been exhausted, the four (4) Rescue Squads may run on four (4) until the next 0700 hour or 1900 hour shift. After any Manpower Pool or Rescue Squad pool has been exhausted, up to four (4) Engine Companies can run on four (4) for up to two (2) hours to allow for restaffing, or recall of overtime personnel if necessary.

Further, Local 36 will withdraw its lawsuit pending before the D.C. Court of Appeals concerning the "manning" issue.

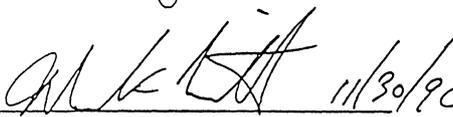
This Agreement shall remain in effect unless otherwise modified by agreement between the parties.

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT

FOR LOCAL 36, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS



DATE 11/30/90



DATE 11/30/90



DATE 11/30/90



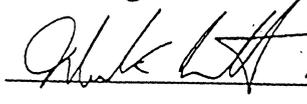
DATE 11-30-90

SIDE LETTER ON ARTICLE 27 - PARKING

The joint Labor-Management Committee shall consider any parking or security problems that exist at particular fire station(s).

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT


DATE 11/30/90


DATE 11/30/90

FOR LOCAL 36, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS


DATE 11/30/90


DATE 11/30/90

SIDE LETTER MEMORANDUM OF UNDERSTANDING ON PROMOTIONS

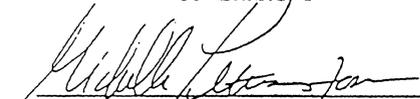
With respect to the subject of promotions, the parties have arrived at the following understanding:

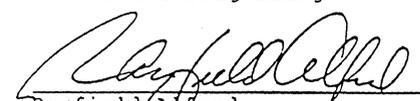
The parties have agreed to retain the language of Article 21 Promotions, as it appeared in the Agreement for Fiscal Years 1985-86-87. However, the parties recognize that this subject is affected by the litigation in Hammon v. Barry and consolidated cases, D.D.C. Nos. 84-0903, 85-0782 and 85-0797; and the parties recognize that to the extent that the application of any provision of Article 21 would conflict with any order entered in the litigation, the provision shall not be so applied.

The parties also recognize that they are in disagreement as to whether the Affirmative Action Plan that has been proposed by the Department would, if applied, conflict with the terms of Article 21, and whether, in the event of such a conflict, the Affirmative Action Plan could be applied. The parties preserve their respective positions with respect to those matters.

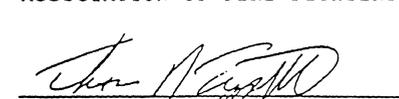
In the circumstances, the parties have determined that no fruitful purpose could be served by further negotiations at this time concerning the promotion process. The parties have agreed, however, that when new promotion selection procedures have been developed by the Test Development Committee which has been appointed pursuant to the Stipulation and Order entered in the foregoing litigation and have been approved by the Court, or when the claims in the litigation pertaining to promotion procedures have been resolved whichever occurs first, the parties shall then resume negotiations promptly for the limited purpose of attempting to reach an agreement with respect to promotion procedures which would retain the provisions of Article 21 to the extent that those provisions are consistent with any applicable orders entered in the litigation, and which would modify the provisions of Article 21 to the extent appropriate in light of such orders.

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT


Donald H. Weinberg
Office of Labor Relations and
Collective Bargaining


Rayfield Alfred
Assistant Fire Chief (Operations)

FOR LOCAL 36, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS


Thomas N. Tippett
President

SIDE LETTER OF AGREEMENT REGARDING DEVELOPMENT OF
A SELECTION PROCESS FOR AIDES TO THE DEPUTY FIRE CHIEFS
FIREFIGHTING DIVISION

EFFECTIVE THE DATE THAT ARTICLE 21 IS MODIFIED OR, ON THE EFFECTIVE DATE OF THIS AGREEMENT, WHICHEVER COMES FIRST, THE DEPARTMENT AGREES TO ESTABLISH A SELECTION PROCESS FOR AIDES TO THE DEPUTY FIRE CHIEFS FIREFIGHTING DIVISION WHICH WILL DELINEATE THE REQUIREMENTS FOR THE POSITION SUCH AS LENGTH OF SERVICE, TIME IN GRADE, ADMINISTRATIVE ABILITIES AND FIRE GROUND ABILITIES. WHEN ESTABLISHED, THE PROCESS SHALL BE DISSEMINATED AS A GENERAL ORDER AND INCLUDED IN THE ORDER BOOK.

FOR THE DISTRICT OF COLUMBIA
FIRE DEPARTMENT

FOR LOCAL 36, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

DATE: 9/21/90


DATE: 9/21/90


POINT ASSESSMENT CHART

	NOTICE OF VACANCY (DAYS)	SELECTION AREA	ELIGIBILITY (YEARS)	SENIORITY IN DEPT. (POINTS)	SENIORITY IN UNIT	PRIOR TECH.	KNOWLEDGE BOX ALARM	KNOWLEDGE HYDRUALICS
WAGON DRIVER:	14	Within Unit	3	15 max.	10 Max.	5	0-35	0-35
SQUAD DRIVER:	14	Within Unit	3	15 Max.	10 Max.	5	0-35	0-35
PUMPER DRIVER:	14	Within Unit	3	15 Max.	10 Max.	5	0-35	0-35
TRUCK DRIVER:	14	Within Unit	3	15 Max.	10 Max.	5	0-35	0-35
TILLERMAN:	14	Within Unit	3	15 Max.	10 Max.	5	0-35	0-35
PLATFORM OPERATOR:	14	Within Unit	3	15 Max.	10 Max.	5	0-35	0-35
<hr/>								
	NOTICE OF VACANCY (DAYS)	SELECTION AREA	ELIGIBILITY (YEARS)	SENIORITY IN DEPT. (POINTS)	SENIORITY IN UNIT/ DIVISION	PRIOR TECH.	COMPLETED COURSES	DIVISION EXAM
.P.D.	14	Within Div.	6+ 1 (In FPD)	15 Max.	15 Max.	5	0-20	0-45

POINT ASSESSMENT CHART
CONTINUED

	NOTICE OF VACANCY (DAYS)	SELECTION AREA	ELIGIBILITY (YEARS)	SENIORITY IN DEPT. (POINTS)	SENIORITY IN UNIT	PRIOR TECH.	WRITTEN EXAM	PRACTICAL EXAM
FIREBOAT:	14	Within Unit	3+ 1 (At F.B.)	5 Max.	10 Max.	5	0-40	0-40
HAZMAT:	21	Within Dept.	3	-----	-----	5	0-45	0-50
SALVAGE/METRO UNIT:	21	Within Dept.	3	20 Max.	-----	5	0-35	0-40
FORM & DRY CHEMICAL UNIT:	21	Within Dept.	3	10 Max.	-----	5	0-40	0-45

In the event that an applicant fails to attain a passing score of seventy (70) on any written and seventy (70) on any practical, he/she will be eliminated from consideration for the vacancy. (Refer to Section 5(A)).

NOTES

#811055

In effect

10 pgs.

COMPENSATION AGREEMENT

BETWEEN:

THE DISTRICT OF COLUMBIA GOVERNMENT

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 36

1,100 fire fighters

FISCAL YEAR 1991 TO 1995

X-9/30/95-

DEC 23 1996

J+3

ACTING PAY

A bargaining unit member who is detailed to and has completed service in a higher rank position (Sergeant, Lieutenant and Captain) 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.

TECHNICIAN'S PAY

Each technician shall receive \$1,250 per annum in addition to his/her scheduled rate of basic compensation.

LEGAL PLAN

Commencing with the second full pay period beginning on or after October 1, 1992, and continuing for the rest of the period this contract is in effect, the Employer shall pay for each bargaining unit member \$3.00 a pay period as a premium for individual and/or a family-approved legal benefit program. The Employer shall make those monthly premium payments directly to the provider of the legal services program selected by the Union and approved by the City.

RETENTION INCENTIVE/SERVICE LONGEVITY

Until the first day of the first full pay period beginning on or after October 1, 1992, the provisions of Article 42 of the Agreement for Fiscal Years 1988-90 shall remain in effect. Commencing on that date, the following provisions shall be in effect:

1. Retention Incentive

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

2: Service Longevity

Effective the first pay period beginning on or after October 1, 1992, the provisions of D.C. Code Subsection 4-415(a) shall be suspended and superseded by Section 1 above.

The retention incentive provision for fifteen (15) year members shall expire on September 30, 1995. Effective the first day of the first pay period that contains September 30, 1995 the provisions of D.C. Code Subsection 4-415 (a) (1) shall be reinstated for bargaining unit members completing fifteen (15) years of total service.

WAGES

Fiscal Year 1991: The current salary schedule shall remain in effect through Fiscal Year 1993.

Fiscal Year 1994: Effective the first day of the first full pay period beginning on or after October 1, 1993, the salary schedule then in effect for all bargaining unit members shall be increased by six percent (6%) in accordance with past methods of increasing salary schedules.

Fiscal Year 1995: Effective the first day of the first full pay period beginning on or after October 1, 1994, the salary schedule then in effect for all bargaining unit members shall be increased by five percent (5%) in accordance with past methods of increasing salary schedules.

PENSION PICK-UP PAYMENTS

A. Effective the later of January 1, 1993 or IRS and legislative approval where required, the Employer shall "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. Any necessary IRS or legislative approval shall be requested no later than December 1, 1992. The member's basic pay shall be reduced by the full amount of said contribution.

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.

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.

INTERNAL REVENUE CODE SECTION 125 PLAN

A. Effective the later of January 1, 1993 or IRS and legislative approval where required, the District shall implement a pre-tax premium conversion for health and life insurance premiums for all bargaining unit members. Any necessary IRS or legislative approval shall be requested no later than December 1, 1992.

B. The District's commitment to implement a pre tax conversion for health and life insurance premiums for all bargaining unit members is subject to any legal requirements enunciated by the U.S. Office of Personnel Management.

OPTICAL AND DENTAL BENEFITS

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 \$6.75 per month. The Employer shall continue to make monthly premium payments directly to the provider of the optical services.

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 become 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 shall be considered a change of benefits.

C. The Employer's monthly dental premium payments shall not exceed the following:

(1) Commencing the first full pay period on or after October 1 1991: \$29.60 per month for each bargaining unit member;

(2) Commencing the first full pay period on or after October 1, 1992: \$30.78 per month for each bargaining unit member;

(3) Commencing the first full pay period on or after October 1, 1993: \$32.00 per month for each bargaining unit member.

(4) Commencing the first full pay period on or after October 1, 1994: \$33.28 per month for each bargaining unit member.

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.

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.

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 Employer establishes a self-insured dental plan, that the Employer makes all payment 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.

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

G. The benefit provider for dental services shall be responsible for identifying to the Employer, after surveying the unit employees, the names and number of employees to be carried under individual and family status.

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 name of each designated employee for whom the premium is to be paid.

HOURS OF WORK/WORK SCHEDULE/LEAVE

SECTION A - GENERAL: The hours of work, work schedule and leave provisions currently in effect shall remain in effect until modified.

SECTION B - WORKWEEK: Not later than the pay period containing December 13, 1992, the Department shall reduce the workweek for bargaining unit members in the Firefighting Division to 42 hours. A joint committee consisting of two (2) representatives of the Employer and two (2) representatives of Local 36 shall be appointed for the purpose of resolving, where possible, any issues that may arise in implementing the reduced workweek. The committee shall convene no later than sixty (60) days prior to the effective date of the reduction in hours.

SECTION C - SICK LEAVE: At the beginning of the leave year after the reduction in hours goes into effect, the manner of computing sick leave for bargaining unit employees in the Firefighting Division shall be amended as follows:

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

SECTION D - ANNUAL LEAVE: At the beginning of the leave year after the reduction in hours goes into effect, the manner of computing annual leave for bargaining unit employees in the Firefighting Division shall be amended as follows:

Bargaining unit employees in the Firefighting Division with less than three (3) years of service thereafter shall earn annual leave at the rate of 4.5 hours per bi-weekly pay period;

Bargaining unit employees in the Firefighting Division with three (3) years but less than fifteen (15) years of service thereafter shall earn annual leave at the rate of 7.0 hours per bi-weekly pay period;

Bargaining unit employees in the Firefighting Division with fifteen (15) or more years of service thereafter shall earn annual leave at the rate of 9.0 hours per bi-weekly pay period;

SECTION E - LEAVE BALANCES UPON TRANSFER OR REASSIGNMENT: 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.

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 or hours divided by 1.125 to reflect the lower earning rate.

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.

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: At the beginning of the 1993 leave year, the maximum number of annual leave hours that can be carried forward into any leave year thereafter shall be 264 hours for bargaining unit members of the Firefighting Division.

Section G - Labor-Management Committee:

1. The parties agree that there shall be established a Joint Labor-Management Committee to submit recommendations and suggestions regarding hours of work/work schedule.

2. The Committee will be composed of three (3) Union employee representatives and an equal number of Management representatives representing the District.

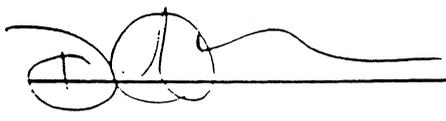
3. This information is to be available to the parties prior to negotiations for a successor to this compensation agreement.

MEMORANDUM OF UNDERSTANDING

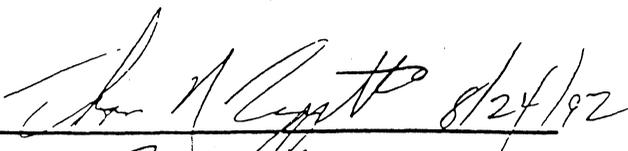
NEW PROVISION: Article 49 (EFFECTIVE DATE AND DURATION) of the Collective Bargaining Agreement between Local 36, IAFF and the District of Columbia Government for FY 91, 92, 93 and 94 shall be applicable to this compensation agreement, provided however, that Section A and D of said Article 49 are hereby modified such that the date September 30, 1994 shall read September 30, 1995.

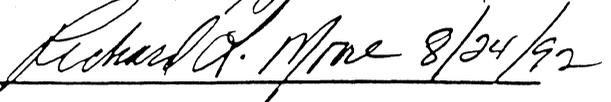
FOR THE DISTRICT OF
COLUMBIA GOVERNMENT

FOR THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS



Gerald F. Coombs 8/24/92
8/24/92



John A. Lynch 8/24/92


Richard A. Moore 8/24/92

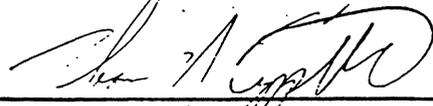
Signed in Washington, D.C. this 24 day of August, 1992.

FOR THE DISTRICT OF
COLUMBIA GOVERNMENT



Cyril F. Commey

FOR THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS



Richard L. M...

APPROVAL

This Collective Bargaining Agreement between the District of Columbia Government and Local 36, International Association of Fire Fighters, has been reviewed in accordance with Sections 1715 and 1717 of the Comprehensive Merit Personnel Act of 1978, D.C. Code Subsection 1-618.15 and 1-618.17 (1987), and is hereby approved this _____, day of _____, 1992.

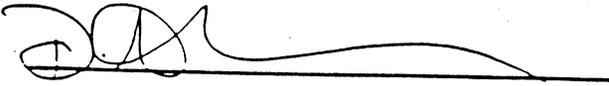
Sharon Pratt Kelly
Mayor

MEMORANDUM OF UNDERSTANDING

The District of Columbia Government and IAFF Local 36 agree that for fiscal year 1993 of this agreement eligibility for within grade, salary increases for FY 93 shall be the same for employees covered by this agreement as for uniform bargaining unit members of the Metropolitan Police Department.

By their signature thereto, the parties agree to be bound by this Memorandum of Understanding this 24 day of April, 1992.

FOR THE DISTRICT OF
COLUMBIA GOVERNMENT



Carol F. Coakley

FOR THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS





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X = 9/30/96

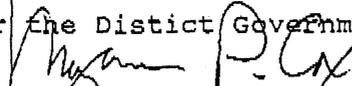
MEMORANDUM OF UNDERSTANDING

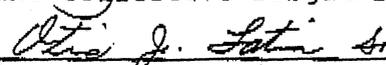
This Memorandum of Understanding is entered into between the D.C. Fire and Emergency Medical Services Department and the International Association of Firefighters Local 36 to address spending reductions in the District of Columbia Government for Fiscal Years 1995 and 1996, and to ensure that among the uniform members of the Fire and Emergency Medical Services Department spending reductions will be achieved by means of modifying the Collective Bargaining Agreement requirements for overtime pay as described below, while preserving the base compensation for this employee group as represented by the salary schedule in effect on October 2, 1994:

1. It is agreed that all contractual overtime requirements will be modified by modifying Article 18 Section A of the Collective Bargaining Agreement to read: "It is agreed that all overtime worked by employees in Salary Class 1 through 7 shall be paid at the regular hourly rate." This modification shall take effect on April 2, 1995 and shall continue through the remainder of Fiscal Years 1995 and 1996 only.
2. The agreement set forth in paragraph 1 is contingent upon the exemption of the uniformed members of the Fire and Emergency Medical Services Department from the base compensation reductions set forth in the "Budget Implementation Emergency Amendment Act of 1995," which reductions are scheduled for implementation on April 2, 1995. The Mayor shall initiate the appropriate legislation and/or administrative measures to ensure this exemption, and shall use his best efforts to ensure any necessary adoption of these measures by the D.C. City Council.
3. This Memorandum of Understanding is subject to the ratification of the Union members and the approval by the Mayor of the District of Columbia, and to the provisions of paragraph 2.

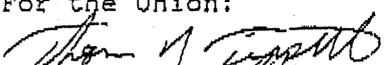
Agreed to this 6th day of March, 1995.

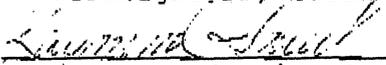
For the District Government:


Margaret P. Cox, Acting Director
D.C. Office of Labor Relations
and Collective Bargaining


Chief Otis J. Latin, Sr.
D.C. Fire and Emergency Medical
Services Department

For the Union:


Thomas Tippet, President
International Association of
Firefighters, Local 36


Raymond Sneed, Vice President
International Association of
Firefighters, Local 36

811055

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE DISTRICT OF COLUMBIA GOVERNMENT

AND

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 36**

(fire fighters)
Comp unit 4

x - 9/30/03

MOU

27 pages

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TABLE OF CONTENTS

Notes

Italicized text – Result of 2002 Jascourt Interest Arbitration Award.

Missing Articles – subject of negotiability appeal pending before PERB.

PREAMBLE

Section A:

This Agreement is entered into between the District of Columbia Government, the Fire and Emergency Medical Services Department (hereafter referred to as the "Department"), District of Columbia (hereinafter jointly referred to as the "Employer") and Local 36, International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the "Union"). The parties recognize that the Mayor of the District of Columbia is the Chief Executive Officer and the Fire Chief is the responsible official for the day-to-day operations of the Fire Department. Accordingly, the term "Employer" as used herein shall apply interchangeably to those officials or their authorized designees as the individual provisions of the Agreement may be applicable or as the authority is established by law.

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. Therefore, to ensure the stability of this Agreement, no new provisions shall be proposed during the term unless provided for elsewhere in the Agreement or such proposal is entertained by mutual agreement of the parties.

Section C:

Unless otherwise specified in a particular provision of this Agreement, all references to days shall be to calendar days.

ARTICLE 1 **RECOGNITION**

Section A - Recognition:

Local 36, International Association of Fire Fighters, AFL-CIO (the "Union"), having been certified as the exclusive bargaining representative for all uniformed members of the D.C. Fire Department in the ranks of Firefighter through Captain, is hereby recognized by the Employer as the agent to represent all such employees, members and non-members alike, in all matters concerning compensation, hours and terms and conditions of employment.

Section B - Unit Determination:

It is agreed that the bargaining unit, covered by the terms of this Agreement, shall consist of all uniformed members of the D.C. Fire Department in the ranks of Firefighter through Captain.

ARTICLE 2
UNION RIGHTS

Section A - Union Membership:

No action will be taken by the Employer which would have the effect of curtailing rights, privileges, benefits, or immunities pertaining to employment in the Department because of membership in the Union or activities on behalf of the Union. The Employer and the Union recognize the right of any employee to refrain from joining or affiliating with Local 36; 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, information, statistics and records relevant to the Union's performance of its functions in negotiating, administering, and enforcing this collective bargaining agreement, and with respect to legislative and regulatory proposals relating to firefighters provided such release of information is not restricted by law or is not confidential.

ARTICLE 3
UNION REPRESENTATION AND DUES CHECKOFF

Section A - Union Representation:

The Union shall represent all members of the bargaining unit in the administration and enforcement of this Contract; provided, however, that pursuant to Section 1711(a), Comprehensive Merit Personnel Act (CMPA) the employee pays dues or a service fee. With respect to any employee who does not pay dues or a service fee, the Union shall not be obligated to provide that individual any representation in connection with the administration or enforcement of this contract or any matter affecting him/her personally insofar as consistent with the CMPA.

Section B - Dues Checkoff:

With respect to each employee who has already executed a D.C. Form 277 authorizing deduction of dues for the Union and each employee who after the execution of this Agreement voluntarily executes a 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 \$.10 per deduction per pay period will be imposed upon the Union for providing such checkoff service. A copy of each executed Form D.C. 277 for cancellation of voluntary Union dues shall be forwarded to the Union by the D.C. Office of Labor Relations and Collective Bargaining (OLRCB).

Section C - Service Fee:

Upon written proof that sixty percent (60%) of the employees in the bargaining unit are members of the Union, the Employer shall, not later than the first day of the third full pay period thereafter, 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 of \$.10 as Union dues, and will be remitted to the Union at the same time and in the same manner as Union dues.

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, it shall be a matter solely between the Union and the employee.

ARTICLE 4

ARTICLE 5
MANAGEMENT RIGHTS

The provisions of D.C. Code Subsection 1-618.8 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 written notice if possible;
- (2) Upon request of the Union, the parties shall promptly negotiate about the impact of such change;
- (3) If the parties do not reach a written agreement within thirty (30) calendar days of the Union's request, either party may immediately invoke "last best offer" item by item interest arbitration; and
- (4) 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 section 1705 of D.C. Law 2-139 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.

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.

ARTICLE 8
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) When in the course of an investigation, the employee is to be interrogated, he/she shall be notified verbally of his/her right to remain silent only in the event information provided may subject the employee to criminal prosecution.
- (2) An employee shall be notified in writing within a reasonable period of time in advance of an investigatory interview. If an employee can reasonably expect discipline to result from such 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. An employee's Union representative may be present at all investigatory questioning sessions under this Article, but may not answer questions on behalf of the employee. 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, a Union representative may be present provided that such representative is not 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 tests shall be administered only with the consent of the employee.

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, a copy of the tape shall be made available to the individual being interviewed.

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 4A (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 in writing within five (5) days.

Section C - Procedure for Arbitration:

- (1) Within **ten (10)** days from the Department's receipt of the request to arbitrate, both parties shall request the American Arbitration Association (AAA) to refer a panel of seven (7) impartial arbitrators. Upon receipt of the AAA 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.

- (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 record the hearing or 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; this provision is not intended to foreclose either party from exercising its right to obtain review of the arbitrator's award in an appropriate forum.
- (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 expense of the arbitrator shall be borne equally by the parties.

Section D - General:

- (1) No matter shall be entertained as a grievance unless 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 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.

- (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 provide the Union, at no cost, copies of the revisions of the District Personnel Manual (DPM) and the D.C. Code as they occur.

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 that affects Fire Department Policy issued during the term of this Contract will be provided to the Union within seven (7) days of their issuance by facsimile.

Any of the aforementioned documents, orders or directives which will have an impact on members of the bargaining unit shall be forwarded, by facsimile to the Union upon their issuance.

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:

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 participant.

Section D - Merit Promotion Plan:

It is further agreed that whenever qualification requirements are established under the Merit Promotion Plan, the Union may appoint a participant.

Section E - 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 except by mutual consent. The parties are under no obligation to reach agreement; however, any agreement so reached shall become a matter of policy. Nothing agreed to shall have the effect of altering the provisions of this contract.

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 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. Appeals, grievances or problems of individual employees are not subject to discussion at such meetings.

ARTICLE 14

ARTICLE 15

ARTICLE 16

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 Class 1 through 7 shall be paid 1-1/2 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.

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 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.

ARTICLE 19

ARTICLE 20

ARTICLE 21

ARTICLE 22

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**

The Employer shall provide, at its cost, legal representation 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.

Representation will be provided through the Office of the Corporation Counsel. 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 (as determined by the court) incurred in the employee's defense of the action.

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.

ARTICLE 25

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

It is agreed that when conditions of service or weather make it necessary, or when members are required to work beyond their regular scheduled tour, (by virtue of Section 9 and 10 of Part A, or Section 2 of Part D of Article VIII, Fire Department Rules and Regulations) they shall be entitled to receive appropriate meals under the provisions of Plan "F" or Section 8, Article V, Fire Department Rules and Regulations.

ARTICLE 27
PARKING

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

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.

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

ARTICLE 28
UNIFORMS

It is agreed that a member 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

It is agreed that the official IAFF Identification Pin indicating Union membership may be worn on the uniform of Union employees of the bargaining unit.

ARTICLE 30

ARTICLE 31
SICK LEAVE ADMINISTRATION

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

ARTICLE 32

ARTICLE 33

ARTICLE 34
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 Chiefs or Deputy Fire Chiefs.

ARTICLE 35
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.

ARTICLE 36
DISTRIBUTION OF CONTRACT

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.

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.

ARTICLE 37
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 increasingly are exposed to numerous contagious or infectious diseases and hazardous materials. The parties recognize that a program is necessary to deal effectively with this potentially serious problem and that such a program shall contain the following commitments by the District of Columbia Government:

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 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:

The Department's drug testing procedure shall be as specified in Bulletin 1-A, dated July 1989, appended hereto, unless modified by mutual agreement of the Employer and the Union.

ARTICLE 38
ACTING PAY

A bargaining unit member who is detailed to and has completed service in a higher rank position (Sergeant, Lieutenant and Captain) 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 this obligation.

ARTICLE 39
WAGES

Effective the first full pay period commencing on or after October 1, 2000, the Fire Service Salary Schedule then in effect shall be increased 4% in accordance with past methods of increasing salary schedules. The increase is to be retroactive with backpay to be paid to all members who were employed by the Department as of October 1, 2000.

Effective the first full pay period commencing on or after April 1, 2001, the Fire Service Salary Schedule then in effect (after implementing the retroactive increase provided above) shall be increased 4% in accordance with past methods of increasing salary schedules. The increase is to be retroactive with backpay to be paid to all members who were employed by the Department as of April 1, 2001.

Effective the first full pay period commencing on or after October 1, 2001, the Fire Service Salary Schedule then in effect (after implementing the two retroactive increases provided above) shall be increased 4% in accordance with past methods of increasing salary schedules. The increase is to be retroactive with backpay to be paid to all members who were employed by the Department as of October 1, 2001.

Effective the first full pay period commencing on or after October 1, 2002, the Fire Service Salary Schedule then in effect (after implementing the three retroactive increases provided above) shall be increased 4% in accordance with past methods of increasing salary schedules.

All unit employees (whether presently active or retired) who were in pay status on or after the effective date of each retroactive increase shall receive a retroactive payment in the amount of the difference between the pay they received and the pay they would have received had these salary adjustments been put into effect on the dates specified.

ARTICLE 40
TECHNICIAN'S PAY/PARAMEDIC PAY

Each technician shall receive five percent (5%) of Class 1, Step 1, of the Fire Service Salary schedule per annum in addition to his/her scheduled rate of basic compensation. This compensation shall be paid only if the member concerned is serving as a Technician selected in accordance with Article 21 of this Agreement. Any Technician who is receiving Technician compensation on the effective date of this Agreement and is not serving as a Technician shall have his/her additional compensation remain at \$1,250 per annum.

Any member receiving Technician compensation as outlined in this Article who is voluntarily reassigned to a non-Technician assignment in accordance with the provisions of Article 19 of this Agreement, shall relinquish his/her Technician compensation.

Each Firefighter/Paramedic shall receive ten percent (10%) of Class 1, Step 1, of the Fire Service Salary Schedule per annum in addition to his/her scheduled rate of basic compensation. Any Firefighter/Paramedic who fails to maintain his/her required Paramedic certifications or whose Paramedic status is revoked shall relinquish his/her Paramedic pay until such time as his/her paramedic status is restored and he/she is again performing duties as a Firefighter/Paramedic.

ARTICLE 41

ARTICLE 42
RETENTION INCENTIVE/SERVICE LONGEVITY

Until the first day of the first pay period beginning on or after the effective date of this Agreement, the provisions of Article 42 of the Agreement for Fiscal Years 1991-95 shall remain in effect. Commencing on that date, the following provisions shall be in effect:

Section A – Retention Incentive:

Each bargaining unit member in active service who has completed, or completes, fifteen (15) years of total service, twenty (20) years of total service, and twenty-five (25) years of total service under the D.C. Police and/or Fire Service Salary Schedules shall receive, per annum, a retention incentive at a rate of five percent (5%), ten percent (10%), and fifteen percent (15%), respectively, of his/her annual rate of pay as prescribed in the Fire Service Salary Schedule. A bargaining unit member is entitled to receive such retention incentive only as long as he/she is in active service. The retention incentive shall be considered basic pay for the purposes of retirement, life insurance, and other forms of premium pay. The retention incentive 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 – Service Longevity:

Upon completion of thirty (30) years of total service, each bargaining unit member shall receive, in addition to his/her basic compensation as prescribed in the Fire Service Salary Schedule, service longevity computed at a rate of five percent (5%) of the rate of basic compensation prescribed for service step 1 of the salary class occupied in the Fire Service Salary Schedule.

In applying the provision of Subsection 4-415(a)(2) through Subsection 4-415(c) of the D.C. Code, “continuous service” shall mean total service under the DC Police and/or Fire Service Salary Schedules.

**ARTICLE 43
LEGAL PLAN**

The Employer shall pay for each bargaining unit member a monthly premium for individual and/or a family approved legal benefit program, which premium shall be in the amount of \$3.30 per pay period effective as of the effective date of this Agreement, \$3.47 per pay period effective April 1, 2002, and \$3.65 per pay period effective April 1, 2003. The Employer shall make monthly premium payments directly to the provider of the legal services program selected by the Union and approved by the City.

**ARTICLE 44
OPTICAL AND DENTAL BENEFITS**

Section 1 – Optical:

The Employer agrees to pay each bargaining unit member the premium for self or self/family coverage in an approved optical plan at the rate of \$7.42 per month effective as of the effective date of this Agreement, \$7.78 per month effective April 1, 2002, and \$8.17 per month effective April 1, 2003. The Employer shall continue to make monthly premium payments directly to the provider of the optical service.

Section 2 – 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 3, 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 4 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 therefore; or (3) the “open panel” features of the plan.

Section 3:

The Employer's monthly dental premium payments shall not exceed \$36.60 per month for each bargaining unit member effective as of the effective date of this Agreement, \$38.43 per month effective April 1, 2002, and \$40.36 per month effective April 1, 2003.

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 4:

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 2 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 5:

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 payment 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 6:

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

Section 7:

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 8:

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 45
PENSION PICK-UP PAYMENTS AND INTERNAL REVENUE CODE 125 PLAN

Section A:

The Department agrees to continue to “pick-up” within the meaning of Subsection 414 (h) of the Internal Revenue Code, each bargaining unit member’s contribution to the Police Officers’ and Firefighters’ Retirement Fund. The member’s basic pay shall be reduced, for tax purposes, by the full amount of said contribution.

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 basis 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 Department agrees to continue the pre-tax premium conversion for health and life insurance premiums for eligible members. This conversion is known as the “Internal Revenue Code Section 125 Plan”.

ARTICLE 46

ARTICLE 47

ARTICLE 48

ARTICLE 49
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 50
EFFECTIVE DATE, DURATION, MODIFICATION AND RENEWAL

Section A – Effective Date and Duration:

This Agreement shall remain in effect through September 30, 2003, pursuant to Sections 1715 and 1717, D.C. Government Comprehensive Merit Personnel Act. 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 subjects 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 the 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:

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 (150) days prior to its termination date. In the event that Local 36 serves upon the DC Government a timely notice to modify the provision 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.

ARTICLE 51
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.

MEMORANDA OF UNDERSTANDING AND SIDE LETTERS

SECOND MEMORANDUM OF UNDERSTANDING WITH RESPECT TO DISCIPLINARY PROCEDURES

This Memorandum of Understanding, signed by the parties on November 30, 1990, is not longer in effect and is null and void.

MEMORANDUM OF UNDERSTANDING MANPOWER POOL

This Memorandum of Understanding, signed by the parties on November 30, 1990, is not longer in effect and is null and void.

SIDE LETTER ON ARTICLE 27 – PARKING

This Side Letter, signed by the parties on November 30, 1990, is not longer in effect and is null and void.

SIDE LETTER MEMORANDUM OF UNDERSTANDING ON PROMOTIONS

This Side Letter Memorandum of Understanding, signed by Donald H. Weinberg, Rayfield Alfred and Thomas Tippett, is not longer in effect and is null and void.

SIDE LETTER OF AGREEMENT REGARDING DEVELOPMENT OF A SELECTION PROCESS FOR AIDES TO THE DEPUTY FIRE CHIEFS FIREFIGHTING DIVISION

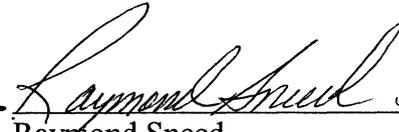
This Side Letter of Agreement, signed by the parties on September 21, 1990, is not longer in effect and is null and void.

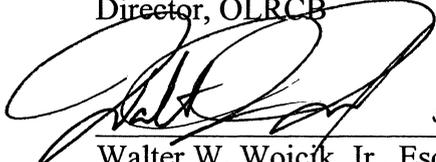
Signed in Washington, DC this 15th day of May, 2002 by:

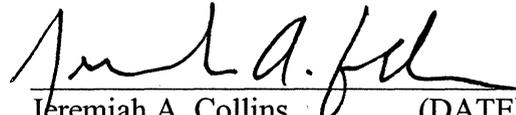
For the District of Columbia:

**For the International Association of
Firefighters, Local 36:**


Mary E. Jeary, Attorney (DATE)
Director, OLRCB


Raymond Sneed (DATE)
President, IAFF, Local 36


Walter W. Wojcik, Jr., Esq. (DATE)
Supervisory Labor Relations Specialist
OLRCB


Jeremiah A. Collins (DATE)
Bredhoff and Kaiser, P.L.L.C.


Chief James A. Miller (DATE)
DC FEMSD

APPROVAL

This collective bargaining agreement between the District of Columbia and Compensation Unit 4 represented by IAFF, Local 36, dated May 15, 2002, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Code (2001 Ed.) and is hereby approved on this _____ day of May 2002.

Anthony Williams, Mayor

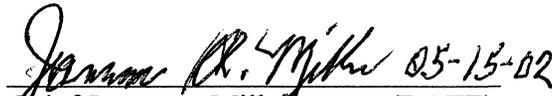
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 36, AFL-CIO AND THE DISTRICT OF COLUMBIA**

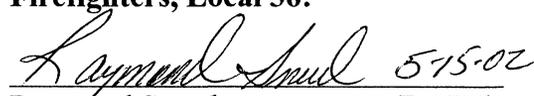
The Parties have agreed to withdraw "Article 23, Reduction in Force" from the "Fiscal Year 2001-2003 International Association of Firefighters, Local 36 – District of Columbia Collective Bargaining Agreement" in its entirety.

Signed in Washington, DC this 15th day of May, 2002 by:

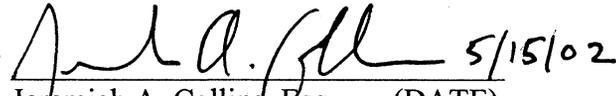
For the District of Columbia:

**For the International Association of
Firefighters, Local 36:**


Chief James A. Miller (DATE) 05-15-02
DC FEMSD


Raymond Sneed (DATE) 5-15-02
Chairman, IAFF, Local 36


Walter W. Wojcik, Jr., Esq. (DATE) May 15, 2002
Supervisory Labor Relations Specialist
OLRCB


Jeremiah A. Collins, Esq. (DATE) 5/15/02
Bredhoff and Kaiser, P.L.L.C.


Mary E. Leary, Attorney (DATE) 5/15/02
Director, OLRCB

(DATE)

(DATE)

(DATE)

