



MURIEL BOWSER
MAYOR

OFFICE OF THE
SECRETARY

2018 JUN -4 PM 12:42

JUN 4 2018

The Honorable Phil Mendelson, Chairman
Council of the District of Columbia
Committee of the Whole
1350 Pennsylvania Avenue, N.W.
Washington, DC 20004

Dear Chairman Mendelson:

I am pleased to submit to the Council the **"Compensation and Working Conditions Collective Bargaining Agreement between District of Columbia and the International Association of Firefighters Local 36."** The negotiated Agreement governs both working conditions and compensation for the Firefighters employed at the D.C. Fire and Emergency Medical Services Department and is effective until September 30, 2020.

Part I of the agreement governing working conditions, which includes for instance articles pertaining to Labor Management Conferences, and Grievance and Arbitration Procedures, is forwarded to the Council for its information, in compliance with D.C. Official Code § 1-617.15(b).

Part II of the agreement governing compensation, which includes articles covering wages, legal plan, and health benefits, is submitted to the Council for review and approval, in compliance with D.C. Official Code § 1-617.17.

Please contact Repunzelle Bullock, Director, Office of Labor Relations and Collective Bargaining at (202) 724-4953, or me should you have questions concerning this transmittal.

Sincerely,

A handwritten signature in black ink, appearing to read "Muriel Bowser", written over the printed name and title.

Muriel E. Bowser
Mayor



Chairman Phil Mendelson
at the request of the Mayor

A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve the negotiated compensation and working conditions collective bargaining agreement submitted by the Mayor for District of Columbia Government Fire and Emergency Services Department firefighters who are represented by the International Association of Firefighters Local 36.

RESOLVED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, that
this resolution may be cited as the “Compensation and Working Conditions Collective Bargaining Agreement between the District of Columbia Government Fire and Emergency Services Department and the International Association of Firefighters Local 36 (IAFF Local 36) Resolution of 2018.”

Sec. 2. (a) Pursuant to Section 1717(j) of the District of Columbia Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Code 1-617.17(j) (2001 Ed.), the Council of the District of Columbia approves the compensation agreement.

(b) This resolution applies to bargaining unit Firefighter employees employed by the District of Columbia Fire and Emergency Medical Services Department.

(c) The compensation agreement is attached to this Resolution.

Sec. 3. Fiscal Impact Statement.

The Council adopts the fiscal impact statement in the committee report as the fiscal impact statement required by Section 602 (c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Code § 1-233(c)(3)); D.C. Code § 1-206.02(c)(3) (2001 ed.).

Sec. 4. The Secretary of the Council shall transmit a copy of this resolution, upon its adoption, to the International Association of Firefighters Local 36, IAFF Local 36 and to the Mayor.

Sec. 5. This resolution shall take effect immediately.

ARTICLE 41

WAGES

Section A - Fiscal Year 2015

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

Section B - Fiscal Year 2016

Effective the first day of the first full pay period commencing on or after October 1, 2015, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 3% in accordance with past methods of increasing salary schedules.

Section C - Fiscal Year 2017

Effective the first day of the first full pay period commencing on or after October 1, 2016, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 3% in accordance with past methods of increasing salary schedules.

Section D - Fiscal Year 2018

Effective the first day of the first full pay period commencing on or after October 1, 2017 the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 2% in accordance with past methods of increasing salary schedules.

Section E - Fiscal Year 2019

Effective the first day of the first full pay period commencing on or after October 1, 2018 the Fire Service Salary Schedule for employees who are at that time actively employed shall be increased 2% in accordance with past methods of increasing salary schedules.

Section F - Fiscal Year 2020

Effective the first day of the first full pay period commencing on or after October 1, 2019, the Fire Service Salary Schedule for employees who are at that time actively employed shall be increased 2 % in accordance with past methods of increasing salary schedules.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL



ATTORNEY GENERAL
KARL A. RACINE

Legal Counsel Division

MEMORANDUM

TO: Alana Intrieri
Executive Director
Office of Policy and Legislative Support

FROM: Janet M. Robins
Deputy Attorney General
Legal Counsel Division

DATE: May 16, 2018

SUBJECT: Legal Certification of Draft legislation, the "Compensation and Working Conditions Collective Bargaining Agreement between the District of Columbia Government Fire and Emergency Services Department and the International Association of Firefighters Local 36 (IAFF Local 36) Approval Resolution of 2018."
(AE-18-267)

This is to Certify that this Office has reviewed the above-referenced draft legislation and found it to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at 724-5524.

Janet M. Robins


Government of the District of Columbia
Office of the Chief Financial Officer



Jeffrey S. DeWitt
Chief Financial Officer

MEMORANDUM

TO: The Honorable Phil Mendelson
Chairman, Council of the District of Columbia

FROM: Jeffrey S. DeWitt
Chief Financial Officer 

DATE: May 30, 2018

SUBJECT: Fiscal Impact Statement – Compensation and Working Conditions
Collective Bargaining Agreement between the District of Columbia
Government Fire and Emergency Services Department and the
International Association of Firefighters Local 36 (IAFF Local 36)
Approval Resolution of 2018

REFERENCE: Draft Resolution sent to the Office of Revenue Analysis on May 16, 2018

Conclusion

Funds are sufficient in the fiscal year 2018 and proposed fiscal year 2019 through fiscal year 2022 budget and financial plan to implement the resolution.

The resolution approves a collective bargaining agreement (“agreement”) between the Fire and Emergency Medical Services Department (FEMS) and the International Association of Firefighters, Local 36. The terms of the agreement, which covers fiscal years 2015 through 2020, will cost approximately \$109.7 million, including projected impacts in fiscal years 2021 and 2022. The resolution will increase salary and benefit costs by approximately \$28.5 million in fiscal year 2018 (including payments for back pay), \$17.3 million in fiscal year 2019, and a total of \$109.7 million over the financial plan. Funds are available in the Workforce Investments Fund to cover the cost of the agreement.

Background

The resolution approves an agreement between the District of Columbia and members of the International Association of Firefighters, Local 36. The agreement covers 1,781 employees at FEMS. It is in effect from October 1, 2015 through September 30, 2020.

The agreement provides the following annual pay raises:

- fiscal year 2016: 3 percent;

The Honorable Phil Mendelson

FIS: "Compensation and Working Conditions Collective Bargaining Agreement between the District of Columbia Government Fire and Emergency Services Department and the International Association of Firefighters Local 36 (IAFF Local 36) Approval Resolution of 2018," Draft Resolution sent to the Office of Revenue Analysis on May 16, 2018

- fiscal year 2017: 3 percent;
- fiscal year 2018: 2 percent;
- fiscal year 2019: 2 percent;
- fiscal year 2020: 2 percent.

Effective April 1, 2018, the agreement also increases the District's contribution towards the costs of legal services plan premiums, optical plan premiums, and dental plan premiums. Payments towards a prepaid legal plan will increase from \$5.85 per pay period to \$6.61 per pay period. Payments of the monthly premium on an optical plan will increase from \$9.56 per month to \$10.80 per month and payments of the monthly premium for a dental plan will increase from \$47.20 per month to \$60.81.

All other agreement terms are unchanged from the prior agreement.

Financial Plan Impact

Funds are sufficient in the fiscal year 2018 and proposed fiscal year 2019 through fiscal year 2022 budget and financial plan to implement the resolution.

The resolution will increase local fund salary and benefit costs by approximately \$28.5 million in fiscal year 2018 (including payments for back pay), \$17.3 million in fiscal year 2019, and a total of \$109.7 million over the financial plan. Financial plan increases assumed for FEMS personnel costs cover \$8.8 million of the costs, and the remainder of the costs can be transferred from the Workforce Investments Fund.

Cost of the Agreement between the District of Columbia Government and International Association of Firefighters, FY 2018 - FY 2022 \$ in thousands						
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total
Cost for back pay	\$14,880					\$14,880
Cost for current fiscal year	\$13,613	\$17,326	\$20,940	\$21,301	\$21,667	\$94,847
Total cost	\$28,493	\$17,326	\$20,940	\$21,301	\$21,667	\$109,727
Funding available in the financial plan			(\$2,890)	(\$2,940)	(\$2,992)	(\$8,822)
Cost to be covered by Workforce Investments	\$28,493	\$17,326	\$18,050	\$18,360	\$18,675	\$100,905

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

Fiscal Years 2015-2020

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PREAMBLE

Section A:

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

Section B:

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

ARTICLE 1 RECOGNITION

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

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

ARTICLE 2 UNION RIGHTS

Section A - Union Membership:

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

Section B - Release of Information:

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

ARTICLE 3
UNION REPRESENTATION AND DUES CHECKOFF

Section A - Union Representation:

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

Section B - Dues Checkoff:

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

Section C - Service Fee:

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

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

Section D - Hold Harmless:

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

ARTICLE 4
EQUAL EMPLOYMENT OPPORTUNITY

Section A - Policy:

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

Section B - Advisory Committee:

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

Section C - Advisory Committee Functions:

The Advisory Committee will perform the following functions:

- (1) Assist in continuing the development of affirmative action programs, recommending programs that foster the equitable treatment of members of minority groups, including the recommendation of policies that promote (a) the encouragement to seek employment; (b) the assurance of receiving consideration for initial employment and subsequent promotion based on merit; and (c) the enjoyment of equal opportunities for career development.
- (2) Identify possible problem areas in equal employment opportunities and suggest corrective action.
- (3) Develop specific and realistic plans (including both short and long range objectives) for achieving definite and measurable progress with regard to equality of treatment and opportunity.
- (4) Promote understanding and support of the Equal Employment Opportunity (EEO) Program.

- (5) Report progress made relative to the objectives which have been established.

Section D - Miscellaneous:

- (1) Allegations of discrimination based on statutorily protected individual employment rights including but not limited to the D.C. Human Rights Act may not be grieved under this Agreement and shall be filed with the appropriate agency or court as provided by the relevant statute.
- (2) Members of the Fire and Emergency Medical Services Department selected as EEO Counselors shall receive appropriate training to be defined by Management before assuming that position so they can effectively carry out their responsibilities as Counselors.
- (3a) During the course of conducting an investigation into the merits of any EEO complaint, the Counselor shall interview all principal parties, including any member of the Department alleged to have engaged in a discriminatory act.
- (3b) Before a final decision with respect to an EEO complaint is made by the Fire and EMS Chief, or his designee, the individual member(s) of the Department alleged to have engaged in any discriminatory act(s) shall be afforded a reasonable opportunity to be heard by the official responsible for making such final decision. A copy of any such final decision shall be promptly transmitted to the individual member(s) alleged to have engaged in any discriminatory act(s).
- (4) Any person accused of having engaged in any discriminatory action or having violated EEO regulations shall be afforded the opportunity of having a representative of his/her choice present for advisory purposes only at each stage of the EEO investigatory process.

ARTICLE 5
MANAGEMENT RIGHTS

The provisions of the D.C. Official Code Section 1-617.08 (2001 Ed.) prescribe the management rights and as such are beyond the scope of negotiations.

ARTICLE 6
EXISTING RIGHTS AND BENEFITS

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

- (1) The Employer shall provide the Union advance notice if possible;

- (2) Upon request of the Union, the parties shall promptly negotiate about the impact of such change;
- (3) If the parties reach impasse, the parties may jointly request the assistance of a third-party to resolve the impasse, through mediation, fact-finding or other mutually agreeable process. Either party may invoke "last best offer" item by item interest arbitration within a reasonable period after reaching impasse.
- (4) Should an arbitrator's award issue pursuant to the terms of this Article, the arbitrator's award shall be final and binding on both parties, and, at the arbitrator's direction, may be retroactive.

ARTICLE 7

NO STRIKE OR LOCK OUT

Section A - Authority:

Under the provisions of D.C. Official Code, Section 1-617.05 (2001 ed.), it is unlawful to participate in, authorize or ratify a strike.

Section B - Strikes:

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

Section C - Lockouts:

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

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

Section C - Employee Rights:

- (1) In the course of an investigation, if the employee is to be interrogated, he/she shall be notified verbally of his/her right to remain silent only in the event that information provided may subject the employee to criminal prosecution.
- (2) If an employee can reasonably expect discipline to result from an investigatory interview, at the request of the employee, questioning shall be delayed for no longer than twenty-four (24) hours in order to give the employee an opportunity to consult with a Union representative.
 - (a) An employee's Union representative may be present at all investigatory questioning sessions that may result in the interviewed employee's discipline under this Article, but may not answer questions on behalf of the employee nor shall the Union representative or the employee be permitted to disrupt the interview process. In no event, however, may a Union representative be present in any criminal questioning session conducted by any law enforcement agency. If the questioning session is of an administrative nature that may result in discipline, a Union representative may be present.
 - (b) In no case shall a Union representative be permitted to represent an employee subject to any form of questioning if the Union representative is himself/herself implicated in the investigation. In any situation in which a Union representative is disqualified for that reason, the employee to be questioned shall have the right to select an alternate Union representative to be present during the investigatory interview. Union representatives who attend questioning sessions shall be bound by the same confidentiality restrictions as the person being questioned.
- (3) Prior to commencement of any such questioning described in this Section, the member being questioned shall be informed of the name, rank and assignment of the official in charge of the questioning and the name, rank and assignment of persons to be present during the questioning.
- (4) The questioning will take place at a reasonable time, unless the exigencies of the situation require otherwise in the judgment of the official in charge of the investigation.

(5) Polygraph Examinations:

- (a) Polygraph tests shall be administered only with the consent of the employee, except where in the context of an investigation, the Department reasonably believes the test is necessary to discover or alleviate an immediate threat to the integrity of government operations or an immediate hazard to the Agency, to other District employees or to the employee himself or herself or to public health, safety or welfare. The Department shall promptly notify the Union whenever a polygraph test is administered without employee consent.
- (b) Except in those limited exigent circumstances identified in Section (a) where a polygraph examination may be necessary, any person who refuses to submit to a polygraph test shall not be subject to discipline or other adverse action as a result of that refusal.
- (6) Caucuses between the Union representative and the employee must be completed before the start of the investigatory questioning. With the understanding in Section 2(a), above, that neither the employee nor the Union representative may disrupt the interview process, the Union representative may confer privately with the employee in the interview room during questioning.

Section D:

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

Section E:

If a questioning session is recorded, all portions of the session shall be recorded with proper notations as to when breaks and off-the-record discussions began and ended. If a recording device is used, the individual being interviewed shall be notified. Upon written request from the individual being interviewed or from the Union (with permission from the employee), copies of tapes will be made available at the requesting party's own expense.

Section F - Preclusions:

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

Section G - Employee Refusal:

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

ARTICLE 9
GRIEVANCE PROCEDURE

Section A - Definition:

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

- (1) There has been a violation, misapplication or misinterpretation of the Agreement, and/or
- (2) There has been a violation, misapplication or misinterpretation of a Department rule, regulation or order which affects a term(s) or condition(s) of employment. No complaint of a violation of Article 4 (Equal Employment Opportunity) of this Agreement may be asserted as a grievance under this procedure. Appeals/complaints concerning Equal Employment Opportunity matters shall be handled exclusively by the appropriate legal authority having jurisdiction over such appeals/complaints.

Section B - Procedure:

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

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

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

Step 2 - If the dispute is not settled at Step 1 within ten (10) days, then within five (5) days thereafter, the matter shall be reduced to writing, and submitted to the official referred to in step 1, and again considered. An individual grievance common to all

members of a Division or to all members of the bargaining unit must be signed by the Union President or his/her authorized designee.

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

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

Section C - Procedure for Arbitration:

- (1) Within ten (10) days from the OLRCB's receipt of the request to arbitrate, both parties shall request the Federal Mediation and Conciliation Service (FMCS) to refer a panel of seven (7) impartial arbitrators. The request shall require FMCS to refer only arbitrators (a) who are on the roster of labor arbitrators maintained by the American Arbitration Association (AAA), and (b) whose primary offices are located in the District of Columbia or a contiguous jurisdiction in Virginia (Alexandria, Arlington or Fairfax Counties, or wholly incorporated municipalities within those counties) or Maryland (Montgomery or Prince George's Counties, or wholly incorporated municipalities within those counties). Upon receipt of the panel, the parties will select one of the names on the panel as mutually agreeable or, if there is no mutually agreeable arbitrator, each party alternately strikes a name from the submitted panel until one remains. If, upon receipt of the first list, the parties agree that none of the submitted arbitrators are acceptable, the parties shall jointly request a new panel whose members meet the same requirements as listed above.
- (2) The Arbitration hearing shall be informal and the rules of evidence shall not strictly apply.
- (3) The hearing shall not be open to the public or persons not immediately involved, except those persons present on behalf of the respective parties.
- (4) Witnesses (other than the parties) shall be sequestered upon the request of either party.
- (5) Either party has the right to have a verbatim stenographic record made at its own expense. The expense shall be shared upon mutual agreement.
- (6) The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning and conclusions within thirty (30) days after the hearing or after the arbitrator receives the parties' briefs, if any, whichever is later.

- (7) The arbitrator's award shall be final and binding upon both parties, however, either party may exercise its right to obtain review of the arbitrator's award in an appropriate forum or forums.
- (8) The arbitrator shall not have the power to add to, subtract from or modify the provisions of this agreement through the award.
- (9) A statement of the arbitrator's fee and expenses shall accompany the award. The fee and expenses of the arbitrator shall be borne equally by the parties.

Section D - General:

- (1) No matter shall be entertained as a grievance unless it is raised within thirty (30) days of the occurrence of the event giving rise to the grievance or within thirty (30) days of the employee's (in the case of individual employee grievances brought by an individual or by the Union) or Union's (in the case of a class grievance filed by the Union on behalf of all members of a division or on behalf of the entire bargaining unit) knowledge of the occurrence of the event giving rise to the grievance, whichever occurs later.
- (2) Any grievance not advanced to the next Step by the employee or the Union representative within the time limit specified in that Step shall be deemed dropped. If the department does not respond within the time limit specified in any Step, the employee or the Union may invoke the next Step, treating the lack of response as a denial of the grievance.
- (3) All time limits shall be strictly observed unless the parties mutually agree to extend said time limits. "Days" means calendar days.
- (4) The presentation and discussion of grievances shall be conducted at a time and place which will afford a fair and reasonable opportunity for both parties and witnesses to attend. When discussions and hearings required under this procedure are held during work hours of the participants, all unit employees entitled to be present (i.e., the grievant, witnesses, and the grievant's representative) shall be excused with pay for that purpose. The Union shall present to the Fire Chief or his designee a list of all persons who need to be released to participate in an arbitration hearing within a reasonable period of time prior to the hearing date to permit the Employer to arrange appropriate releases from duty for the participants. Participants shall only be released for the length of time necessary for that participant to take part in the arbitration proceedings.
- (5) If the Union is not a party to a proceeding under this Article, then the disposition of the dispute shall not be a precedent with respect to the Union.
- (6) The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in an employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job

placement; nor shall any employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.

ARTICLE 10 **EMPLOYEE INFORMATION**

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

ARTICLE 11 **CORRESPONDENCE**

Two (2) copies of all Special Orders, General Orders, Memoranda, Assistant Fire Chief Orders, Deputy Fire Chief Orders, and any other Order or directive issued during the term of this Contract that affects Fire Department Policy or which will have an impact on members of the bargaining unit will be provided to the Union when posted or made available to members of the Department by facsimile, hand-delivery, or electronic mail.

ARTICLE 12 **REPRESENTATION ON BOARDS AND COMMITTEES**

Section A - Non-Voting Participants:

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

Section B - Observer:

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

Section C - Ad Hoc Committees:

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

Section D - Benefits Committee:

The Union may appoint one member to any city-wide joint labor-management benefits committee, if such a committee is established during the term of this agreement. The Union's

delegate to this committee shall have the same rights and privileges while serving on the committee as any other union representative

Section E - Information:

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

Section F - Notification:

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

ARTICLE 13
LABOR-MANAGEMENT CONFERENCES

Section A - Scope:

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

Section B - Request For Meetings or Conferences:

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

Section C - Purpose:

Meetings or conferences may be held for such purposes as:

- (1) dissemination of information;
- (2) the submission of suggestions for improving efficiency, economy of operation, working conditions, employee services;
- (3) proposing revisions of existing regulations, policies, and procedures;
- (4) to resolve other problems of any groups of employees;

(5) to avoid future grievances; or

(6) to further promote harmonious relations between the Employer and the Union.

Section D - Limitations:

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

Section E - Labor-Management Partnerships:

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

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

ARTICLE 14
LEAVE FOR CONVENTIONS

It is agreed that all duly authorized delegates or alternate delegates (up to the maximum number allowed under the I.A.F.F. Constitution and Bylaws, as amended from time to time), to the I.A.F.F. Convention will be granted annual leave to whatever extent necessary for their travel to, attendance at, and return from the site of the Convention. The Union shall provide the Employer with at least fourteen (14) calendar days' advance written notice of the participants requiring leave to attend, unless such notice is not possible due to unforeseen circumstances, in which case written notice shall be provided to the Employer as soon as possible.

ARTICLE 15
OFFICIAL TIME: LABOR-MANAGEMENT ACTIVITIES

Section A - General:

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

(2) It is further agreed that the President of Local 36 shall be entitled, at his/her option, to forty (40) hours of official time each workweek (8 hours per day, Monday through Friday) for the purpose of carrying out representational responsibilities on behalf of the bargaining unit.

Section B - Meetings Specified:

The members mentioned in Section A (1) above shall be excused without charge to annual leave for the following purposes:

- (1) Meetings with officials of the District Government or Federal Government and/or the Congress of the United States – maximum two (2) members;
- (2) Meetings of the Public Protection Committee (for the purposes of determining service awards) – maximum of two (2) members;
- (3) Meetings of the Federation of Citizens Associations (one meeting per year) – maximum of two (2) members;
- (4) Any meetings which are jointly attended by labor and management representatives;
- (5) Participating in bona fide labor relations activities.

Section C - Requests For Leave:

(1) All requests for leave under the provisions of Sections A(1) and B of this Article shall be made by the President of Local 36 or his/her delegate, to the Deputy Fire Chief-Executive Officer. Reasonable notice shall be provided to the Deputy Chief, Operations, or the member's Division Head, in Divisions other than Operations, to participate in activities described in Section B of this Article. Union representatives who engage in such labor management activities during working hours shall indicate on the "Official Time Report" the activity performed and the employee involved where appropriate.

(2) The President of Local 36 will prepare quarterly reports showing the use of official time, reasons for the use, and the individuals who used official time under this article. The President will submit these reports to the Deputy Fire Chief— Executive Officer on January 15, and July 15, of each year.

ARTICLE 16
FUNERAL LEAVE

Section A:

An employee in the Operations Division is entitled to twenty-four (24) hours of administrative leave, and an employee assigned to a day work schedule is entitled to three (3) working days of administrative leave — without loss of pay, leave, or service credit — to make arrangements for

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

Section B:

For the purpose of this Article, "immediate relative" means an individual who is related to the employee by blood, marriage, adoption, or domestic partnership as father, mother, child, husband, wife, sister, brother, aunt, uncle, grandparent, grandchild, or similar familial relationship; an individual for whom the employee is the legal guardian; or fiancé, fiancée, or domestic partner of the employee. For the purposes of certification of leave, an employee shall provide a copy of the obituary or death notice, a note from a funeral professional, or a death certificate upon the Employer's request.

Section C:

An employee in the Operations Division is entitled to not more than twenty-four (24) hours of administrative leave, and an employee assigned to a day work schedule is entitled to not more than three (3) days of administrative leave — without loss of pay, leave, or service credit — to make arrangements for or to attend the funeral or memorial service for a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code §1-612.03(n)(2001 Edition).

ARTICLE 17 FUNERAL EXPENSE

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

ARTICLE 18 OVERTIME

Section A – Overtime:

It is agreed that, to the extent permitted by law, all overtime worked by employees in Salary Classes 1 through 7 shall be paid 1-1/2 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. Members whose duties include fire suppression shall be paid overtime for all hours worked in excess of 42 hours averaged over a four-week period.

Section B – Distribution:

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

Section C – Minimum Pay:

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

Section D – Employee Option:

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

ARTICLE 19
TRANSFERS, REASSIGNMENTS, AND DETAILS

For the purposes of this agreement the terms: 'Transfer' shall mean any action by the employer that assigns an employee to an agency within the District of Columbia Government other than the agency where the employee was originally employed. "Reassignment" shall define the movement of members from assignment to assignment within the Fire and Emergency Medical Services Department. "Detail" shall define the temporary movement of members where it is expected that a member will return to his/her original assignment.

Section A: Employer Rights:

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

Section B: Procedures:

(1) Notification

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

(2) Involuntary Transfers and Reassignment

When an employee is transferred or reassigned other than at his or her request, and the employee believes that the transfer or reassignment may be illegal or improper under the terms of this Article, the employee shall, upon written request, be informed by a superior of the reason for the transfer or reassignment. An explanation will be provided to the requesting employee and, if the explanation is "efficiency of the service," further explanation shall be provided by the Department upon request of the requesting employee.

(3) Voluntary Reassignments

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

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

The request shall contain the following information:

 - i) reasons for the request;
 - ii) time in grade;
 - iii) any educational qualifications relevant to the position;
 - iv) current and previous assignments; and
 - v) any other qualifications of the member relevant to the position.
- (c) Requests shall be endorsed and forwarded in a timely manner.
- (d) Requests shall remain valid for the calendar year submitted.
 - i) When more than one employee has requested to be reassigned to a particular position, in determining which request will be granted the Employer shall consider the criteria identified in Section (3)(b) of this Article.

- ii) Mutual exchanges of assignment between members of the same salary class shall be permitted upon a determination that the employees are qualified for the assignments requested and concurrence of the appropriate bureau head.
- iii) Form 10 shall be returned to the member within thirty (30) days of its submission with all endorsements and attachments.

ARTICLE 20 **PROMOTIONS**

Section A - Promotional Process:

The Promotional Process shall be as follows:

- (1) To be eligible for promotion to the positions of Sergeant, Lieutenant and Captain, employees shall complete the following:
 - (a) Application as specified in the examination announcement;
 - (b) Qualifying job related examination;
 - (c) Evaluation by an assessment center panel;
 - (d) Physical examination.
- (2) Notification and Exam Dates
 - (a) **2004 Examination.** Notification for the 2004 promotional examination will be issued in January 2004. The promotional exam will be given in June 2004. For the purpose of determining length of service eligibility, service date computations shall be made as of June 15, 2004. All service and educational point computations are to be made using a June 15, 2004 date.
 - (b) **2006 Examination.** Notification for the 2020 promotional year will be issued six months before the examination. The regular qualifying examination for 2006 shall be held during the month of April 2006. For the purpose of determining length of service eligibility for this examination only, the service requirement shall be reduced by two months. All service and educational point computations are to be made using a June 15, 2006 date.
 - (c) **Subsequent Examinations.** Notification for subsequent promotional exams will be issued six (6) months before the examination. The regular qualifying examination shall be held during the month of April. For the purpose of determining length of service eligibility, service date computations shall be made as of April 15th of the exam year. All service and educational point computations are to be made using an April 15 date.
 - (d) In certain circumstances, a "special exam" may be required to meet the needs of the Department. The notification for any special examination shall be two (2) months prior to the date of the special examination.

- (3) In the notices of examination, the Fire and EMS Chief shall set forth the relative weight that shall be given to the written examination score and the assessment center score in compiling the relative standing lists for each qualifying examination.
- (4) Notice of any text and reference materials that may be used for study purposes will be given to members of the Department at least six (6) months in advance of an impending qualifying examination, unless extraordinary circumstances exist, or unless the Union agrees to a later date.
- (5) A closing date shall be set for the receipt of applications for each qualifying examination. Applications received after such date will not be considered.
- (6) Tie breaker procedures: In accordance with District Personnel Manual (DPM) Instruction No. 3-4, dated September 19, 2000, Section 4, Application of Residency Preference in the Merit Staffing Process, Subsection b., Assembled Examinations (e.g., Police Officers, Correctional Officers, and Firefighters), Residency Preference is applied in the promotion process by listing preference candidates ahead of non-preference candidates with the same score, solely to break numerical ties. In the case of residency preference candidates with identical numerical scores or non-residency preference candidates with identical numerical scores, ties will be broken in descending order beginning with the candidate whose Social Security Number has the highest last digit.
- (7) After the scores from a promotional qualifying examination and assessment center evaluation are determined by the Department, the Department shall add points to each candidate's scores as follows:
 - (a) Points for Service: 1/12 point, but never more than five (5) points in all, for each completed month ending on the qualifying date of service eligibility over the applicable length of service prerequisite, computed on the basis of the individual's record.
 - (a) Points for Education: 1/30 point, but never more than four (4) points in all, for each semester hour of a course relevant to Fire Science and Fire Administration which has been successfully completed at a recognized institution of higher learning on or before June 15 of the examination year. Points for credit earned on a quarterly basis shall be computed at 2/3 of value of courses completed on a semester basis. A joint Labor-Management Board shall be established by the Fire Chief to determine course relevancy and whether the credits were earned at a recognized institution of higher learning.
 - (b) Application procedures for points for education shall be issued by the department and must be strictly adhered to.
- (8) When the final relative standing qualifying lists are completed, each candidate will be notified in writing of his/her final score and his/her relative standing. Reasonable efforts will be made to promptly notify the candidates.
- (9) The period of eligibility on the relative standing promotion list shall be for two (2) years commencing October 16 of the examination year and the expiration date of eligibility shall be on the October 15th two (2) years subsequent to such qualifying examination.

- (10) The promotion of any candidate will be subject to a physical examination to determine his/her physical fitness for the new position, provided that the candidate has not had an annual physical within 120 days preceding his/her promotion. In the case of a candidate with a performance of duty (POD) illness or injury, the candidate shall be promoted, but shall not be eligible to participate in additional promotional examinations until that employee has returned to full duty.
- (11) Employees with disciplinary charges pending before a Trial Board shall be conditionally promoted. A conditional promotion may only be terminated, and the employee returned to his/her previous rank, upon recommendation of a Trial Board.

Section B - General Principles:

The foregoing promotion procedure implements the following general principles:

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

Section C - Acting in a Higher Salary Class:

Any unit member who is to be promoted to a higher salary class in the unit may be reassigned by the Department on an acting basis to the position to which he/she is to be promoted but at his/her existing rate of basic compensation and then promoted at a later date to the higher salary class.

ARTICLE 21

SELECTION OF TECHNICIANS

Section A - General:

- (1) Whenever previous service in the Fire Fighting Division is a requirement for selection as technician, temporary technician and/or temporary additional technician, time spent in the Training Academy as defined under the Article of this Agreement entitled Training New Employees, shall constitute service in the Fire Fighting Division.
- (2) Whenever length of service in the Department and/or in a unit is a requirement or a factor to be considered in selecting technicians, temporary technicians, and/or temporary additional technicians, such service shall be computed up to, but not beyond, the date the position in question actually becomes vacant.
- (3) For purposes of this Article, days shall be interpreted to mean calendar days.

- (4) Any reference to any officer shall be interpreted to include acting officers as well.
- (5) Whenever this Article assigns responsibilities to Captains, persons acting as company commanders, or those acting in their stead, those terms shall be interpreted to refer to Captains or Acting Captains. In the event that a Captain or Acting Captain is absent during the period when any of the responsibilities assigned to him or her by this Article are to be performed, those responsibilities shall fall to the senior Lieutenant or senior Acting Lieutenant. In the unlikely event that the only officers assigned or detailed to a company during the relevant period are Sergeants and/or Acting Sergeants, the Battalion Chiefs concerned shall, in concert and with notification to the Deputy Fire Chiefs concerned, determine whether the selection process shall proceed or be held in abeyance until an officer of higher rank than Sergeant or Acting Sergeant is assigned or detailed to the company; provided, however, that in no case shall the process be held in abeyance for more than thirty (30) days.
- (6) Timely Filing of Vacancies:
 - (a) A position as technician, temporary technician, and/or temporary additional technician is considered vacant whenever it is anticipated that the incumbent will not be performing the duties of a technician for a period of thirty (30) or more days, exclusive of annual leave, including but not limited to the following circumstances: promotion, transfer/assignment, resignation, retirement, extended detail, and sick leave anticipated to exceed thirty (30) days (i.e., where there has not been a determination by the Police and Fire Clinic that the individual will be able to return to the performance of his duties within thirty (30) days).
 - (b) i) Except as provided in (ii) below, the selection of technicians, temporary technicians and temporary additional technicians shall be completed not later than sixty (60) days after the position becomes vacant.
 - ii) For positions in the Hazardous Materials Unit, Air Units and Foam Unit the requirement in (i) above shall not apply. However, the time limits set forth in Sections C(1) and C(2) for providing notification to members of actual or anticipated vacancies in these units, and for receiving applications, shall apply; and the position shall be filled immediately upon completion of the selection process described in Section G, Hazardous Materials Unit.
 - (c) In order to assure the timely filing of vacancies, the selection process may proceed in the case of anticipated vacancies as well as actual vacancies.
 - (d) All time limits set forth in this Article shall be strictly observed, unless extended by mutual consent of the Employer and the Union.
 - (e) Compensation for members selected in accordance with this Article shall commence the first full pay period following the effective date of this action.

Section B - Selection of Aides to Chief Officers:

- (1) In general, those Chief Officers who have aides shall select their aides from among the eligible list of sergeants.
- (2) Factors to be considered shall be:

- (a) Recommendations of officers with whom the member is presently serving;
- (b) Length of service in the Department; and
- (c) Any other job-related factors the Chief concerned deems appropriate.

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

(1) Notice of Vacancies:

- (a) Except as provided in subparts (b) and (c) of this paragraph, the Captain or officer acting as company commander shall, as soon as the definite need therefor is determined, but not later than ten (10) days after the position actually becomes vacant, post on the station/division bulletin board anticipated technician vacancies.
- (b) For technician vacancies in the Hazardous Materials Unit, Air Units, and Foam Unit, the Captain or officer acting as company commander shall, as soon as the definite need therefor is determined, but not later than ten (10) days after the position actually becomes vacant, notify the Assistant Fire Chief of Operations of the vacancy. Within seven (7) days after the Assistant Fire Chief is notified, but not later than fourteen (14) days after the position actually becomes vacant, the Assistant Fire Chief shall by Department memorandum notify all members of the Department of the vacancy.
- (c) If a list of eligible applicants to the position is in effect pursuant to paragraph 4(a)(iv) below at the time the vacancy arises, and if the vacancy is filled by offering the position to the eligibles on that list, the notice provisions of (a) and (b) above shall not apply.

(2) Applications:

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

(3) Eligibility:

- (a) General: To be eligible for consideration for any technician, temporary technician or temporary additional technician position, except as provided for in (3)(b), below, a member must have at least three (3) years' service (continuous or cumulative) in the Fire Fighting Division.
- (b) Fire Prevention Division:
 - i) For positions in the Fire Prevention Division, a member must have at least five (5) years' service (continuous or cumulative) in the Department and have been assigned to the Fire Prevention Division for at least one (1) year (continuously or

cumulatively). Furthermore, the member must be assigned to the Fire Prevention Division at the time the vacancy occurs; provided, however, that the member need not be so assigned at the time the vacancy occurs if he/ she was so assigned within two (2) years immediately preceding the vacancy and was involuntarily transferred from the Division.

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

(4) Selection Process:

(a) Competitive Ratings:

- i) All technicians shall be selected on the basis of scores on a competitive rating system, as provided in this paragraph 4.
- ii) In each case, the selection panel or officer conducting the process shall select the eligible candidate with the highest rating, as determined pursuant to the procedures set forth herein, and shall submit a memorandum to the appropriate Deputy Fire Chief recommending that the member so selected be designated as technician, temporary technician or temporary additional technician. Upon receipt of the memorandum, the Deputy Fire Chief shall so designate the member who has been thus recommended.
- iii) All eligibles shall have their ratings made available to them upon request. The completed rating shall not become part of the member's personnel file at the company, division or department level.

- iv) The ratings established by the technician selection procedures shall be maintained for a period of six (6) months after the first vacancy is filled through those procedures. The applicants shall be listed by their final scores in descending numerical order, and the list may be used for other vacancies in the same unit or division which come open during the six (6) month period; provided, however, that the responsible officer may, at his option, commence the selection process anew after giving notice of the vacancy in accordance with paragraph 1 above.
- v) Whenever the procedures set forth in this paragraph 4 involve the administration of any written and/or practical examination, a candidate must receive a grade of at least seventy percent (70%) on each such examination in order to remain eligible for the position. After such examinations have been graded, candidates shall be entitled to review their examination pages and grading sheets.

(b) Candidate's Unavailability:

- i) Any member who applies for a technician vacancy must, at the time he or she applies, indicate any periods of absence of annual leave that are anticipated to occur at any time during the selection process, so that planning adjustments, if possible, may be made. Any member who decides to absent himself or herself without the aforementioned notification shall be ineligible to compete for the position.
- ii) Any member who is on leave without pay, suspension, or absent without leave during the application period set forth in Section C, paragraph 2(a) or (b), or who is in such status on a date when any portion of the selection process is to be administered to applicants, shall be ineligible for the position in question; provided, however, that if a member is on leave without pay because his/her paid leave has been exhausted for medical reasons, he/she shall be eligible for the position if he/she has obtained the approval of his/her Clinic physician and the Clinic Liaison Officer, and has obtained certification that he/she will be placed in a full duty status prior to the date the vacancy is to be filled or the date the training portion of the selection process applicable to the position in question, if any, will begin, whichever date is earlier.
- iii) Any member who is in a sick leave, administrative leave-sick, or light duty status, will be eligible for the position only if he/she has obtained the approval of his/her Clinic physician and the Clinic Liaison Officer, and has obtained certification that he/she will be placed in a full duty status prior to the date the vacancy is to be filled or the date the training portion of the selection process applicable to the position in question, if any, will begin, whichever date is earlier.
- iv) Any member who is in the substance abuse program will be ineligible to participate in the selection process unless he or she is in a full duty status.

(c) Procedure When All Candidates Are Disqualified:

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

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

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

(1) **Examinations:**

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

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

(2) Ratings:

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

- (a) Knowledge of Box Alarm District, as determined by the examination administered pursuant to part (1)(b) of this Section: 0-40 points.
- (b) Knowledge of Hydraulics and Operation and Maintenance of Apparatus and Equipment, as determined by the examination administered pursuant to part 1(c) of this Section: 0-35 points.
- (c) Seniority in the Department: 1/12 point for each month of service (continuous or cumulative) in the Department, up to a maximum of 15 points.
- (d) Seniority in the Unit: 1/12 point for each month of service (continuous or cumulative) in the Department, up to a maximum of 10 points. In applying this provision:
 - i) An applicant shall only be allowed credit for service in a unit if he/she is currently assigned to that unit, except that any member who has been involuntarily transferred from one unit to another shall be entitled, at his/her option, for a period of two (2) years after the transfer, to receive credit for service in either the unit to which he/she is currently assigned or the unit from which he/she was involuntarily transferred, but not both. The Captains of companies, or those acting in their stead, shall be responsible for keeping an ongoing list of members who have been involuntarily transferred from the unit within the past two (2) years; and
 - ii) The period of time served by members of the Fire Fighting Division in an assignment as a technician in the Emergency Medical Service shall be credited to seniority in the unit, either at the unit from which the member entered his/her assignment as a technician or at the unit to which the member is assigned immediately upon leaving the Emergency Medical Service, at the option of the member concerned. Once an election is made and the time is credited, it cannot be shifted toward credit in another unit.
 - iii) The period of time served by members, whose positions have been eliminated as a result of action undertaken by the District of Columbia Fire and Emergency Medical Services Department, shall be credited to seniority in the unit, either at the unit to which the member is re-assigned or at the former unit, should it be re-established, at the option of the member concerned. Once an election is made and the time is credited, it cannot be shifted toward credit in another unit.

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

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

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

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

Section F - Selection Criteria: Fireboat Operator:

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

- (a) Seniority in the Department: 1/12 point for each month of service (continuous or cumulative) in the Department, up to a maximum of 5 points.
- (b) Seniority in the Unit: 1/12 point for each month of service (continuous or cumulative) in the Fireboat unit, up to a maximum of 10 points.
- (c) Prior Satisfactory Service as a Technician, Temporary Technician and/or Temporary Additional Technician in a unit: 5/12 point per month (continuous or cumulative) in the Department, up to a maximum of 5 points.
- (d) Written Practical Examinations: Written and practical examinations comprised of matter relevant to the position shall be prepared by the Captain and Lieutenants of the unit, or those acting in their stead. Grades on each of the two examinations shall count for 0-40 points on the overall rating scale.

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

- (1) **Rating Panels:** The rating and ranking of applicants for technician positions in the Hazardous Materials Unit, Air Units and Foam Unit shall be by rating panels consisting of:

- (a) the Captain(s) and the three lieutenants of the station to which the unit is assigned;
- (b) a representative of the Training Division
- (c) a representative designated by the Fire Chief;
- (d) an observer designated by Local 36; and
- (e) (for the Air Units only) a representative of the Apparatus Division

- (2) **Selection of Candidates:**

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

- (3) **Training and Final Selection:**

- (a) Hazardous Materials Unit:

- i) Not later than fourteen (14) days after the candidate(s) has/have been chosen by the selection panel, he/she/they shall be detailed to the Hazardous Materials Unit for a period of ninety (90) days for training, during which time he/she/they will be required to become proficient in the use of tools, appliances, equipment and other pertinent materials of the unit.

- ii) Upon the completion of the 90-day training period, the candidates shall be rated on one-hundred (100)-point scale, with the points to be determined as follows:
 - (a.) Prior Satisfactory Service as a Technician, Temporary Technician and/or Temporary Additional Technician in Any Unit: 5/12 point per month (continuous or cumulative), up to a maximum of 5 points;
 - (b.) Written and Practical Examinations: written and practical examinations comprised of matter relevant to the position shall be prepared by the Captain and Lieutenants of the unit, or those acting in their stead. Grades on the written examination shall count for 0-45 points on the overall rating scale, and grades on the practical examination shall count for 0-50 points.
- iii) The candidate(s) with the highest point rating(s) shall be assigned to the Hazardous Materials Unit. The candidate(s) so assigned shall then be required to complete successfully a minimum eighty (80) hour Hazardous Materials resident program at the National Fire Academy or other nationally recognized Hazardous Materials Training Facility. If a candidate successfully completes the prescribed Hazardous Materials training course, he/she shall be designated as Technician Hazardous Materials Unit.

(b) Air Units and Foam Unit:

- i) After candidates have been chosen by the selection panel, they shall be detailed to the Training Academy for a prescribed course of instruction.
- ii) Once the training course has commenced, if, for any reason, a candidate is unable to complete the course, the process shall continue with the remaining candidates.
- iii) Candidates shall be notified in advance of appropriate study material to assist preparation for the course.
- iv) Upon the completion of the prescribed course, the candidates shall be rated on a one-hundred (100)-point scale, with the points to be determined as follows:
 - (a.) Seniority in the Department: 1/12 point for each month of service (continuous or cumulative), in the Department up to a maximum of 20 points in the case of the Air Units and 10 points in the case of the Foam Unit;
 - (b.) Satisfactory Service as Technician, Temporary Technician and/or Temporary Additional Technician in any Unit: 5/12 point per month (continuous or cumulative), up to a maximum of 5 points;
 - (c.) Written and Practical Examinations: Written and practical examinations comprised of matter relevant to the position shall be prepared by the Training Academy. Grades on the written examination shall count for 0-35 points on the overall rating scale in the case of the Air Units, and 0-40 points in the case of the Foam Unit. Grades on the practical examination shall count for 0-40 points in the case of the Air Units and 0-45 points in the case of the Foam Unit.

Section H - Temporary Technician/Temporary Additional Technician:

(1) Definitions:

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

(2) Eligibility:

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

(3) Position Cancelled:

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

(4) Position Rights:

- (a) Rights to Non-Temporary Assignments: If, while a member is serving as a Temporary Technician or Temporary Additional Technician, or within six (6) months after his/her position as Temporary Technician or Temporary Additional Technician has been canceled, non-temporary assignment becomes available in a Technician

position for which the member has qualified, he/she shall have the option of moving into the non-temporary assignment. If more than one such member has qualified for the non-temporary assignment, the assignment will be offered to these members in turn, in order of the dates on which they first began to serve as a Temporary Technician or Temporary Additional Technician.

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

(c) Technicians Moving to Temporary Positions:

- i) If a Technician begins to serve in another technician assignment in the same unit (for example, if Truck Driver begins to tiller), even on what is expected to be a temporary basis, the position to which he/she has previously been assigned shall be considered vacant once the Technician has worked in the new assignment for a period of more than ten (10) days (continuous or cumulative), and the vacant position shall be filled in accordance with the provision of this Article.
 - ii) After said ten (10) days, the Technician's new assignment (in the example above, Tillerman) shall be considered his/her permanent assignment.
- (5) When a Temporary Additional Technician is unable to perform his/her duties because of sick leave, light duty, leave without pay, or suspension, the position shall be filled by another Temporary Additional Technician. However, the incumbent Temporary Additional Technician shall relinquish all Technician compensation until his/her return to full duty. The Temporary Additional Technician performing the duties shall receive the compensation until the incumbent returns, at which time the incumbent shall resume the duties and receive the compensation.
- (6) (a) In all cases where a member is selected as a Technician or Temporary Additional Technician, the Captain of the unit concerned shall submit a Special Report to the Deputy Fire Chief giving all particulars. Whenever a Temporary Technician or Temporary Additional Technician position is canceled, the Captain of the company shall submit a Special Report to the Assistant Fire Chief, Operations.
- (b) Whenever a Temporary Technician or Temporary Additional Technician position is reassigned or canceled, the member will be officially notified by the Administrative Division.
- (7) In order to administer the foregoing provisions, each officer who is responsible for the selection of Technicians, Temporary Technicians and/or Temporary Additional Technicians shall maintain a file listing each member who has been assigned or detailed as a Temporary Technician and/or Temporary Additional Technician, which will include the individual's final ranking on the list of eligibles and the date(s) he/she was assigned

or detailed to such position(s). The list shall also include the date that any position to which the member was assigned or detailed was canceled.

Section I - Special Rules Regarding Technicians:

(1) Reassignment of Technicians:

- (a) When in the judgment of the Captain of the unit concerned or those acting in his/her stead, the best interests of the Department would be served, the Captain may (with or without the consent of the members concerned) reassign drivers of wagons or trucks to vacancies in that position on other platoons. When this type of reassignment is undertaken, seniority of the members available for such reassignment shall be given due consideration.
- (b) A tillerman/platform operator may be moved to the position of truck driver or vice versa upon request and subject to the approval of the Captain when a vacancy or temporary vacancy exists.
- (c) When, in the opinion of the Battalion Fire Chiefs and Captains of the companies involved, acting jointly and with the approval of the Deputy Fire Chiefs, factors, such as length of service, physical condition or other sufficient reasons dictate that a technician should be removed from a very active unit to a less active unit, then the Battalion Chiefs shall recommend that a technician's vacancy in a less active unit be filled by such transfer and this may be ordered by the Fire Chief.
- (d) When a technician is reassigned or moved as provided in subparagraphs (1)(a), (b) or (c) of this Section, the resulting vacancy shall be filled in accordance with the procedures set forth in this article.
- (e) The provisions of subparagraphs (1) (a) — (d) above shall apply to temporary technicians and temporary additional technicians as well as to technicians.

(2) Removal of Technicians:

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

- ii) Thirty (30) days after the submission of the Form 140(R), the Captain shall prepare a detailed report outlining the reasons for the proposed removal and shall forward the report through the chain of command to the Fire Chief, who shall issue a final decision within 30 days of receiving the report; provided, however, that if, in the 30-day period following submission of the Form 140R, the technician demonstrates to the Captain sufficient improvement in his/her performance, the Captain shall not recommend removal and no further action shall be taken; provided further that, in the event that the Captain does not recommend removal because of improvement in the technician's performance, and the Captain deems the technician's performance to be unacceptable at any point during the succeeding one-year period, the Captain may then prepare a report proposing removal without submitting a new Form 140R, in which case the 30-day periods specified in subsection (i) and in this subsection (ii) shall not apply.
- iii) All forms and reports shall be retained in the technician's personnel folder for one year from final action and shall be referred to if subsequent actions are initiated.
- iv) Any technician removed from his/her position shall be ineligible for a technician position of the same type for a period of one (1) year after the loss of that position.

Section J - Technicians Displaced:

- (1) Whenever any action is undertaken that results in the elimination of Technician positions in the Department, the following shall apply:
 - (a) Any person who has earned a position in accordance with this Article shall not lose any compensation due to the elimination of Technician positions within the Department and shall continue to be subject to assignment as a technician within the Department. Should the employee-technician refuse reassignment to another technician position within the Department, he/she will forfeit continuation of technician pay.
 - (b) The elimination of a technician position which results in a member being displaced from his/her company of assignment shall be treated as an involuntary transfer.
 - (c) The Department shall grant the assignment request of any employee, who must be displaced from his/her company or assignment, if a vacancy exists or is anticipated in the requested assignment.
 - (d) After an assignment has been made, any subsequent request for voluntary transfer out of the assignment shall include a statement that the member will forfeit his/her technician's compensation should the request be approved.
- (2) Re-establishment of previously eliminated positions: Unit re-established: Any technician displaced under (1) above will be offered an available technician position in the re-established unit. Any displaced technician who refuses to accept the position offered will

forfeit any technician compensation which he/she currently receives as a result of the position elimination as outlined in (1) above.

Section K - Miscellaneous Provisions:

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

ARTICLE 22
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
LIABILITY

Section A:

The Employer shall provide legal representation through the Office of the Corporation Counsel to any employee who is named as a defendant in a civil action arising out of acts committed by the employee within the scope of his/her employment; provided, however, that such representation is requested by the employee no more than five (5) calendar days after the service of process and that such representation would not pose a conflict of interest or potential conflict of interest.

Section B:

An employee (who has been sued in his/her personal capacity for duty related activity) seeking representation shall contact the General Counsel of the Fire and Emergency Medical Services Department and provide all documentation of the suit or action as soon as the employee has been

made aware of the suit or action. The employee will be required to complete a form(s) provided by the General Counsel and may be required to complete additional forms provided by the Office of the Corporation Counsel.

Section C:

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

Section D:

The decision of the Corporation Counsel on whether to represent an employee shall be final. Should the Corporation Counsel decline to represent the employee because of a conflict of interest or potential conflict, the employee may be represented by any private attorney of his/her choice. The employer will reimburse the employee for reasonable attorney's fees.

Section E:

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

ARTICLE 24
SAFETY

Section A - Scope:

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

Section B - Employer Responsibility:

- (1) The Employer shall use best efforts to furnish, clean, and maintain two (2) sets of the best available personal protective equipment ("PPE") necessary for employees to carry out their assigned duties, within reasonable cost limitations. A set of PPE shall include the following: helmet, hood, gloves, coat, pants, boots, suspenders, and face piece. The PPE shall be approved by nationally recognized testing authorities, where applicable. Employees shall have the right to furnish their own PPE, so long as such items are compliant with the same standards required of Department-issued PPE. All non-Department issued PPE items will be inspected under the same terms and conditions applied to PPE items issued by the Department. Unserviceable Department-issued PPE and work uniforms shall be replaced by the Employer. To the extent practicable the Department shall implement the recommendation of the joint labor-management uniforms committee

concerning complying with NFPA uniform standards. Upon hire, the Department shall also provide at least three (3) sets of NFPA compliant station wear (work uniforms).

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

Section C - Safety Committee:

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

Section D - Union Representation:

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

Section E - Joint Committees/Initiatives:

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

ARTICLE 25

FOOD AT ALARMS OR SPECIAL ASSIGNMENTS

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

ARTICLE 26
PARKING

Section A:

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

Section B:

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

Section C:

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

ARTICLE 27
UNIFORMS

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

ARTICLE 28
IDENTIFICATION DEVICES

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

ARTICLE 29
HOSTILE SITUATIONS/CIVIL DISTURBANCE

Section A:

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

Section B:

In the event that Fire Department Headquarters is notified that Police Units are withheld or withdrawn from an area due to civil disturbance or other hostile situation as described above, no

Fire Department units shall enter the area until it has been determined, by a Chief Officer of the Fire Department, that such entry should be made.

ARTICLE 30 **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.

ARTICLE 31 **DISCIPLINARY PROCEDURES**

Section A - Governing Rules and Regulations:

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

Section B - Notice of Charge(s):

- (1) An employee shall be notified of the alleged infraction or complaint filed against him/her in writing within seventy-five (75) days after the alleged infraction or complaint or such time as the employer becomes aware of the alleged infraction or complaint. This notification shall be referred to as the "Initial Written Notification."
- (2) Where the alleged infraction or complaint is based on a criminal charge, the 75-day period shall run from the date such charge is issued. In such a case, all other time limits under this Article shall be tolled until disposition of the criminal charge.
- (3) Within 60 days of the receipt of the Initial Written Notification, the employee shall be notified of the type of Departmental action which will be pursued. This notification shall be referred to as the "Proposed Action." The Proposed Action shall provide for the range of discipline being considered by stating the type of Conference or Trial Board available to the employee.
- (4) An employee may elect to challenge the Proposed Action by notifying the Fire and EMS Chief, in writing within ten (10) days of the Department's issuance of the Proposed Action. This challenge shall initiate a Battalion or Deputy Chief's Conference or a Trial Board, as applicable to the proposed discipline.
- (5) If the case is to be heard by a Trial Board, the hearing shall begin within 180 days of the employee's receipt of Initial Written Notification. When the employee requests a postponement or continuance of a scheduled hearing, the 180-day time limit shall

automatically be extended by the length of the postponement or continuance granted by the Department.

Section C - Penalties:

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

Section D - Battalion Chief's Conference:

- (1) Challenges of Proposed Actions in which the maximum penalty that may be imposed does not exceed a 72 hour suspension shall be submitted to a Battalion Chief's Conference. Upon a finding of guilt, the minimum penalty to be imposed for an infraction shall be an Official Reprimand. Such cases shall include, but shall not be limited to charges of the following infractions:

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

- (2) The procedures to be followed in such cases are as follows:
 - (a) Nontraditional penalties including transfer, reassignment and change of days off are specifically permitted under this Section if the affected employee agrees to the penalty.
 - (b) The affected employee may be represented in the conference, if he/she wishes to be so represented and the representative so agrees to represent the employee.
 - (c) Any statements made in the conference (including but not limited to any proposed penalty, settlement or resolution of the matter) shall not be used as a precedent in that case or any other.
 - (d) The affected employee may appeal the Battalion Chief's decision to the Assistant Fire Chief who may approve the action, reduce the penalty or dismiss the case.
 - (e) The affected employee may appeal the Assistant Fire Chief's decision to the Fire and EMS Chief, who may adopt either the Battalion Chief or Assistant Fire Chief's action, reduce the penalty issued by the Assistant Chief or dismiss the case.

Section E - Deputy Chief's Conference:

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

Late for duty more than 3 times;
Conduct unbecoming an officer;
AWOL for more than 12 hours;
At fault for a major accident;
Insubordination;
Other serious violations of duties and responsibilities;
More than 3 infractions of the same offense within a 3-year period.

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

Section F - Trial Board:

All cases in which an employee is charged with an infraction for which the penalty that may be imposed is termination, demotion or a 120-hour suspension or greater shall be submitted to a Trial Board. The previously established procedures applicable to Trial Boards shall continue to be followed, with the following amendments:

- (1) The Trial Board shall be appointed by the Fire and EMS Chief and shall consist of two
- (2) Captains and two (2) Battalion Fire and EMS Chiefs.

- (2) Except as otherwise provided in this Section, the Fire and EMS Chief shall have complete discretion in selecting the members of the Trial Board and in determining the length of time that appointees serve on Trial Boards, subject to the right of an affected employee to challenge any member of the Trial Board pursuant to Article VII, Section 12 of the Department Rules and Regulations. A member must show cause to disqualify a Trial Board member from serving; no challenge shall automatically result in disqualification of the Trial Board member.
- (3) Captains appointed to the Trial Board shall be selected and shall rotate in accordance with the previously established procedures, except that no Captain who is a member of the Executive Board of Local 36 shall serve on a Trial Board.
- (4) Nontraditional penalties including transfer, reassignment and change of days off are specifically permitted under this Section.
- (5) When a case is brought before the Trial Board, the Trial Board shall make a determination as to the guilt or innocence of the employee(s) and recommend an appropriate penalty. Where the Trial Board's determination, as to either guilt or innocence or as to the appropriate penalty, is not unanimous, the majority decision must note the dissenting opinion and the basis for it. There will be no identification of the dissenting Trial Board member. The Trial Board's recommendation is then sent to the Fire and EMS Chief for review. Upon receipt of the Trial Board's recommendation, the Fire and EMS Chief shall either adopt the penalty (if any) recommended by the Trial Board, modify (but not increase) the penalty, or dismiss the case.
- (6) The Parties recognize that the case may arise when the Trial Board cannot reach a consensus or majority decision and is unable to render a decision. In such case, the Trial Board will notify the Assistant Fire and EMS Chief (AFC) (non-proposing), who will intervene to facilitate and after deliberation with the AFC, the Trial Board shall render a decision, adopting the AFC's recommendation if a dispute continues to exist. Upon receipt of the Board's recommendation, the Fire and EMS Chief shall either adopt the penalty (if any) recommended by the Board, modify (but not increase) the penalty, or dismiss the case. In cases of termination so resolved through the intervention of the AFC, upon a final decision by the Fire and EMS Chief, if the individual or the Union is dissatisfied with such decision, it may elect to pursue appeal before either the Office of Employee Appeals or to submit the dispute to arbitration by notifying the Fire and EMS Chief pursuant to the grievance and arbitration provisions in this Agreement. In such arbitration, the Department shall be required to establish that the termination was for cause.
- (7) Except as provided in subsection (6) above, the affected employee may appeal the Fire and EMS Chief's decision only to the District of Columbia Office of Employee Appeals, as permissible and in accordance with that Office's Rules and Regulations. Appeals of decisions premised upon Trial Board recommendations shall be based solely on the record established in the Trial Board hearing. The filing of an appeal shall not stay the implementation of the Fire and EMS Chief's decision.

Section G - Fire and EMS Chief's Authority

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

- a. Murder, attempted murder, manslaughter, or arson;
- b. Assault, battery, assault and battery, assault with a dangerous weapon, mayhem, or threats to do bodily harm;
- c. Burglary;
- d. Robbery;
- e. Kidnapping;
- f. Theft, fraud, forgery, extortion, or blackmail;
- g. Illegal use or possession of a firearm;
- h. Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape, sexual assault; sexual battery; or sexual abuse;
- i. Child abuse or cruelty to children;
- j. Unlawful distribution of, or possession with intent to distribute, a controlled substance.

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

ARTICLE 32 SICK LEAVE ADMINISTRATION

Section A:

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

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

Section B - EKG and Stress Test Leave Program:

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

ARTICLE 33
EDUCATION AND TRAINING

Section A - Policy:

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

Section B:

The Employer will use its best efforts to continue to offer a subsidized program of higher education in fire EMS, and emergency management related subject areas for employees.

Section C - Administrative Leave:

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

Section D – Recertification/Continuing Education:

It is to the parties' mutual benefit that employees maintain any and all qualifications required to perform their duties, many of which require certification, refresher and/or continuing education, such as Emergency Medical Technician, Paramedic, Hazardous Materials, Confined Space Entry, High Angle Rescue, and other job related courses.. In order to maintain qualified personnel, the employer agrees that all such original training, recertification and/or continuing education shall be accomplished while the employee is on duty, where practicable. An employee shall make every effort to notify the Department ninety (90) days in advance of the expiration of his/her required certification. If an employee's required certification is to expire within ninety

(90) days, and the Department is unable to provide the required training, and the employee is willing to obtain his/her certification on off-duty time, he/she shall apply in advance of participating in off-duty training for permission, in writing, to (1) obtain the certification on off-duty time and (2) receive approval for use of a designated training source. If approved in writing, the employee shall receive overtime pay for all off-duty time actually spent in the training activity as well as the cost for the course, if any. The individual participating in such training must provide proof of successful completion of the course with a passing grade, attendance records and a bill or receipt for the cost of the course. Any individual who does not successfully complete the course with a passing grade who has not completed all the required work shall reimburse the Department for the cost of the course.

Section E – Training Following Promotion to Supervisory Position

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

ARTICLE 34
TRAINING NEW EMPLOYEES

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

ARTICLE 35
USE OF OFFICIAL FACILITIES

Section A - Bulletin Boards:

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

Section B - Official Space:

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

Section C - Internal Mail:

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

Section D - Vocalarm Messages:

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

**ARTICLE 36
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 37
WATCH DETAIL**

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

**ARTICLE 38
DISTRIBUTION OF CONTRACT**

Section A:

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

Section B:

The Department shall issue the approved contract as F.D. Bulletin No. 1 and shall further issue any modifications/addendums thereto via General Order to the Department for inclusion in the Bulletin.

**ARTICLE 39
HEALTH**

Section A:

Each member of the Department shall be given an annual physical examination in order to keep abreast of his/her physical condition. This physical examination is to include urinalysis, blood

tests, and any other appropriate tests to determine if any symptoms of contagious or infectious disease or drug abuse are present.

Section B:

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

- (1) Any time that the Employer acquires any information indicating that one or more firefighters have been exposed to a contagious or infectious disease or hazardous material in the performance of his/her duties, the Employer promptly shall notify the employee of that fact and shall furnish to the employee whatever information the Employer possesses with respect to all relevant circumstances surrounding the incident. Additionally, any member exposed to a contagious or infectious disease or hazardous material shall be provided, by the Department, with all information available regarding the health effects of such exposure and, where appropriate, the Department shall contact appropriate professionals and /or specialists who may be able to provide the employee with information regarding health effects of an exposure.
- (2) The Employer shall provide medical consultation, advice and treatment to any firefighter exposed to a contagious or infectious disease or hazardous material in the performance of his/her duties. An employee who, in the performance of his/her duties, has reason to believe he/she has been exposed to a contagious or infectious disease or hazardous material, shall, at his/her request, be provided appropriate medical testing and treatment.
- (3) Protective clothing and equipment provision shall be addressed by the Joint Safety Committee.
- (4) The Fire Department shall consult with the Union prior to the issuance of rules, regulations, orders or guidelines for dealing with infectious or contagious diseases and hazardous materials.

Section C - Drug Testing:

- (1) The Department's drug testing procedure is currently specified in Bulletin 5 (2007), except that with respect to providing members with an opportunity for rehabilitation following a positive test, the provisions of Bulletin 1-A, dated July 1989, shall govern.
- (2) The Department shall determine the component of its workforce that shall be required to participate in a mandatory drug testing program. The parties recognize that any new or modified procedures shall be the subject of mutual agreement between the parties.
- (3) It is jointly understood that involvement of any on-duty member of the Department in an accident while operating any Department vehicle shall provide sufficient cause for

immediate drug screening in accordance with Federal Department of Transportation guidelines.

ARTICLE 40

ACTING PAY

Section A:

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

Section B:

- (1) An employee who is detailed to and has completed service in a higher ranked position (Sergeant, Lieutenant, Captain and EMS Battalion Supervisor) for more than sixty (60) consecutive calendar days shall receive the pay for the higher rank beginning the first full pay period performed in the higher-ranked position and continuing until the detail is terminated. The Employer shall not terminate a detail which otherwise would have continued for sixty (60) or more calendar days in order to avoid the obligation of paying the higher-ranked pay to the acting employee.
- (2) The Department shall maintain a list of employees qualified to act in higher ranked positions. Where there is a current promotion roster for a position, whenever practicable, employees on that list will be utilized as Actors before other employees are so utilized. Qualified employees shall be utilized as Actors to meet the needs of the Department on a rotating basis within their respective platoons.

ARTICLE 41

WAGES

Section A - Fiscal Year 2015

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

Section B - Fiscal Year 2016

Effective the first day of the first full pay period commencing on or after October 1, 2015, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 3% in accordance with past methods of increasing salary schedules.

Section C - Fiscal Year 2017

Effective the first day of the first full pay period commencing on or after October 1, 2016, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 3% in accordance with past methods of increasing salary schedules.

Section D - Fiscal Year 2018

Effective the first day of the first full pay period commencing on or after October 1, 2017 the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 2% in accordance with past methods of increasing salary schedules.

Section E - Fiscal Year 2019

Effective the first day of the first full pay period commencing on or after October 1, 2018 the Fire Service Salary Schedule for employees who are at that time actively employed shall be increased 2% in accordance with past methods of increasing salary schedules.

Section F - Fiscal Year 2020

Effective the first day of the first full pay period commencing on or after October 1, 2019, the Fire Service Salary Schedule for employees who are at that time actively employed shall be increased 2 % in accordance with past methods of increasing salary schedules.

ARTICLE 42

TECHNICIAN'S PAY/PARAMEDIC PAY

- (1) Any position currently designated by the Department as a Technician or Firefighter/Paramedic shall be incorporated as a position with a regular rate of pay on the Fire Service Salary Schedule at the current rate of pay, subject to all wage increases provided through this Agreement. As such, all "differentials" or "other" forms of pay for a Technician or Firefighter/Paramedic, which existed under past agreements, shall be included in the base pay and all "differentials" or "other" forms of pay which are paid solely due to these designations, other than base pay, shall be abolished.
- (2) The Department shall develop appropriate position descriptions and position titles for the new technician class commensurate with existing classification rules and procedures and consistent with the provisions of this Agreement. Salary schedules for these positions shall be developed by agreement of the parties consistent with the terms of this Article. Only those employees designated by the Department as and actually serving as Technician, Arson Investigator or Firefighter/Paramedic shall be eligible to be paid at that rate on the Fire Service Salary Schedule.
- (3) (a) Technicians shall receive a premium equal to 5% of Class 1, Step 1, over the pay to which they are otherwise entitled by reason of their Class and Step;

(b) Effective April 1, 2014, Firefighter/Paramedics (i.e., members who have achieved a level of NREMT-I or above) shall receive a premium equal to 15% of Class 1, Step 1, over the pay to which they are otherwise entitled by reason of their Class and Step.

(c) Arson Investigators shall receive a premium equal to 10% of Class 1, Step 1, over the pay to which they are otherwise entitled by reason of their Class and Step.

(4) All additional compensation due under this Article shall be considered basic pay for the purposes of retirement, life insurance, and other forms of premium pay. All additional compensation due under this Article shall be paid in the same manner as basic pay and shall be subject to the same withholding and deductions as basic pay.

ARTICLE 43 **HOURS OF WORK/ SCHEDULE/LEAVE**

Section A - General:

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

Section B - Tour of Duty:¹

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

Section C - Sick Leave:

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

"Should the PERB's decision in Local 36, IAFF v. District of Columbia Department of Fire and Emergency Medical Services, PERB Case No. 13-N-04, Opinion No. 1445 (November 26, 2013), remain in force after all rights of appeal are exhausted or should the parties agree that Article 45, Section B, is not negotiable, then Section B of Article 45 will be deemed null and void. The remainder of Article 45 will remain in effect absent joint agreement to modify or eliminate some or all of those provisions. Should, after all rights of appeal are exhausted or by agreement of the Parties, the Union's LBFO as to Article 45, Section B, be determined to be negotiable, then the adoption of the Union's LBFO as to Article 45 will become final in the sense that it will no longer be conditional. This ruling is without prejudice to any rights which each Party might have or any positions which the Parties might take or have taken with regard to the negotiability of any impact and implementation bargaining proposals that may be made relative to Article 45 in the event that the current 24/72 schedule required by Article 45, Section B, is changed." [Award, p. 111]

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

Section D - Annual Leave:

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

Section E - Leave Balances Upon Transfer Or Reassignment:

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

Section F: Maximum Annual Leave Carried Forward:

The maximum number of annual leave hours that can be carried forward into any leave year shall be 264 hours for bargaining unit members of the Fire Fighting Division.

ARTICLE 44
SERVICE LONGEVITY

Section A – Service Longevity Payment:

Each employee in active service who has completed, or completes, fifteen (15) years of total service, twenty (20) years of total service, twenty-five (25) years of total service, and thirty (30) years of total service under the D.C. Police and/or Fire Service Salary Schedules shall receive, per annum, a service longevity payment paid at a rate of five percent (5%), ten percent (10%), fifteen percent (15%), and twenty percent (20%), respectively, of his/her annual rate of pay as

prescribed in the Fire Service Salary Schedule. An employee is entitled to receive such service longevity payment only as long as he/she is in active service. This service longevity payment shall be considered basic pay for the purposes of retirement, life insurance, and other forms of premium pay. The service longevity payment shall be paid in the same manner as basic pay and shall be subject to the same withholding and deductions as basic pay.

Section B – General:

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

ARTICLE 45
LEGAL PLAN

Section A:

The Employer shall continue to pay a legal services plan premium for each bargaining unit member. The monthly individual and/or family legal benefit premium shall be in the amount of \$5.85 per pay period. Effective April 1, 2018, the monthly premium shall increase to \$6.61 per pay period. The Employer shall make monthly premium payments directly to the designated provider of the legal services program.

Section B:

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

ARTICLE 46
OPTICAL AND DENTAL BENEFITS

Section A - Optical:

The Employer agrees to pay for each bargaining unit member the premium for self or self/family coverage in an approved optical plan at the rate of \$9.56 per month effective October 1, 2006. Effective April 1, 2018, the premium shall increase to \$10.80 per month. The Employer shall continue to make monthly premium payments directly to the provider of the optical service.

Section B - Dental:

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

Section C:

- (1) The Employer's monthly dental premium payments shall not exceed \$ \$47.20 per month for each bargaining unit member effective October 1, 2006. Effective April 1, 2018, the monthly premium shall increase to \$60.81 per month for each bargaining unit member.
- (2) Should these premiums not be sufficient to maintain the same benefits as were provided during the term of the Agreement for Fiscal Years 1988-90, the Union shall identify benefits to be reduced or eliminated so as to bring the premiums to the levels specified in this Section.

Section D:

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

Section E:

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

Section F:

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

Section G:

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

Section H:

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

ARTICLE 47

PENSION PICK-UP PAYMENTS AND INTERNAL REVENUE CODE 125 PLAN

Section A:

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

Section B:

For purposes of determining retirement benefits, the member contributions which are picked up by the Employer shall be treated as base pay in the same manner as contributions made by employees prior to the commencement of the “pick-up” program and will, therefore, be included in compensation for purposes of retirement benefit calculations. The Employer’s contribution to the Police Officers’ and Firefighters’ Retirement Fund will be calculated on the basic pay of employees before the pick-up is deducted.

Section C:

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

Section D:

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

ARTICLE 48
RETIREMENT ASSISTANCE PACKAGE

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

ARTICLE 49
DEFERRED RETIREMENT OPTION PROGRAM

Section A:

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

Section B:

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

ARTICLE 50
PAY CORRECTIONS, EFFECTIVE DATES AND BACK PAY

Section A:

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

Section B:

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

Section C:

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

Section D:

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

Section E:

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

ARTICLE 51

INTEGRATION OF AGREEMENT/MEMORANDA OF UNDERSTANDING

Section A:

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

Section B - Applicability of Previous MOU's:

- (1) The Parties agree that to the extent that any party asserts that a Memorandum of Understanding (MOU) that was executed prior to the effective date of the agreement is applicable to resolve an issue pending between the parties, the party making such assertion shall provide a copy of the MOU with an explanation of the reasons for its applicability.
- (2) The MOU shall be void and inapplicable if it is determined that the MOU is: (a) contrary to the CBA; (b) inconsistent with law (c) inconsistent with Department Orders in effect on the effective date of the agreement or, if created subsequent to the effective date, orders enacted after the union has been provided notice and opportunity to bargain; (d) resolves an individual grievance without being intended to establish rules for future situations, or (e) concerns any issue previously considered and rejected during collective bargaining.
- (3) To the extent that a party asserts that a previously executed MOU is applicable under the above criteria, the MOU may be determined to be inapplicable on the basis of "changed circumstances." Within the context of this provision, "changed circumstances" shall mean that the MOU is no longer applicable due to (a) changes in the FEMS's organizational structure; (b) implementation of different standards of practice or operation; (c) operational updates; (d) changes in technology; (e) any change that has

significantly altered the circumstances within the FEMS such that the MOU cannot be effectively implemented as originally intended.

ARTICLE 52

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 53

EFFECTIVE DATE, DURATION, MODIFICATION AND RENEWAL

Section A – Effective Date and Duration:

This Agreement shall remain in effect through September 30, 2020. If disapproved because certain provisions are found to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate legally constituted replacement provision(s) or the offensive provision(s) shall be deleted.

Section B – Scope:

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

Section C – Modifications:

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

Section D – Renewal/Termination:

The non-compensation provisions of this Agreement will automatically be renewed for one (1) year periods after the initial term, unless either party gives to the other party written notice of

intention to terminate or modify the Agreement one hundred and fifty days prior to its termination date. However, the non-compensation provisions of this Agreement shall be considered automatically opened in the event that one of the parties provides the applicable statutory notice that it is seeking to terminate or modify the compensation provisions of this Agreement.

Section E:

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

Signed in Washington, DC this ____th day of _____, 2018

Signed in Washington, DC this ____th day of _____, 2018

For the District of Columbia:

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

Repunzelle Bullock
Interim Director, OLRCB

Dabney Hudson
President

Gregory Dean
Chief, FEMSD

Devki K. Virk
Counsel for the Union

APPROVAL

This Collective Bargaining Agreement between the District of Columbia and Compensation Unit 4 represented by IAFF, Local 36, dated September 8, 201_, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this ____ day of _____, 2018.

Muriel Bowser, Mayor

IN INTEREST ARBITRATION

In the Matter of the Arbitration Between:
DISTRICT OF COLUMBIA FIRE AND EMERGENCY
MEDICAL SERVICES DEPARTMENT

and

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS LOCAL 36

Before M. David Vaughn, Arbitrator

Interest Arbitration
Compensation Issues
PERB Case No. 17-I-05

OPINION AND AWARD

This interest arbitration between the District of Columbia Fire and Emergency Medical Services Department ("FEMS," the "Department" or "Employer") and International Association of Firefighters Local 36¹ ("IAFF" or the "Union") (collectively, the Employer and the Union are the "Parties" to the proceeding) arises out of a bargaining impasse with respect to compensation issues reached during negotiations for a new collective bargaining agreement covering IAFF-represented employees of FEMS. The proceeding takes place pursuant to the District of Columbia Comprehensive Merit Personnel Act ("CMPA") impasse resolution procedure, DC Code § 1-617.17 (also the "Statute"). I have been appointed as a Board of Arbitration by the District of Columbia Public Employee Relations Board ("PERB") to arbitrate the dispute pursuant to the Statute and based on my selection by the Parties.

In the proceeding the Employer has been represented by Supervisory Attorney Advisor Dean S. Aqui, Esq., and Attorney Advisors Asha S. Bryant, Esq., and Kevin M. Stokes, Esq., each of the District of Columbia Office of Labor Relations and Collective Bargaining ("OLRCB"), and the Union by Devki K. Virk, Esq., and Philip C. Andonian, Esq., of the law firm of Bredhoff & Kaiser.

The purpose of the arbitration is to establish a new collective bargaining agreement ("New Agreement") setting the terms and conditions of employment for the IAFF bargaining unit of FEMS.

¹A second FEMS unit, of single-role Emergency Medical Services providers, is covered by the Compensation Units 1 and 2 collective bargaining agreement.

Those terms and conditions have been set forth in the previous Collective Bargaining Agreement (the "Expired Agreement") between the Parties, which expired, by its terms at the end of fiscal year ("FY") 2014. The terms and conditions of employment set by that Agreement continued, in accordance with the requirements of Law, following its expiration. However, no modifications to that Agreement have been made since its expiration; and bargaining unit members have not received any wage or benefit increase since the last such increase provided for in the Expired Agreement.

The Union served a bargaining demand in May 2014. Ground rules covering the bargaining were negotiated between the Parties in 2016. (JX 2) The Parties engaged in bargaining for approximately one year, after which the Union submitted a declaration of impasse to the PERB on May 22, 2017. (JX 5) After two mediation sessions in July 2017 which failed to produce a settlement, the PERB appointed me on August 4, 2017, as the arbitrator in the matter. (JX 6) On November 17, 2017, the Parties exchanged last, best offers ("LBO"s) with respect to the issues in dispute. (JX 3-4) Following my appointment by the PERB, the Ground Rules and LBOs, showing that the remaining disputed items are Article 42 (Wages) and Articles 46 and 47, payments for legal, optical and dental benefits, were forwarded to me. I encouraged voluntary resolution of the issues and scheduled hearings when those discussions were unsuccessful.

Hearings were held on December 18 and 19, 2017, at locations agreed by the Parties. A third day of hearing was scheduled but canceled. In the hearings, the Parties were each afforded full opportunity to present testimony, documents and other evidence, to examine and cross-examine witnesses and to challenge documents and other evidence offered by the other. A transcript of the proceeding was prepared by court reporters present. By agreement of the Parties, the transcript constitutes the official record of the proceeding. Page references to the transcript are designated as "Tr. _".

In the hearings the Union called as witnesses Local 36 President Dabney Hudson and LaSalle University Associate Professor of Economics Elizabeth Paulin, Ph.D. For FEMS testified Assistant Fire Chief of Services David Foust, Chief of Staff Amy Mauro and PFM Group Consulting LLC Managing Director Michael Nadol. Witnesses were neither sworn nor sequestered. Joint Exhibits ("JX") 1-6, Employer Exhibits ("EX") 1-150 and 1T-6T and Union Exhibits ("UX") 1-19 were offered and received into the record. Additional Union exhibits were also entered into the record: UX 20A, B and C (FOP salary scales); 21A and B (Council Resolutions and multiple salary scales for various D.C. bargaining units; 22A and B (Run Comparisons for various local jurisdictions), 23A and B (Mayor's 2018 statement to Comp 1 and 2 employees and the submission to the Council for passage of Comp 1 and 2 CBA) and 24 (submission to the Council for passage of FY 2018 pay increases for non-bargaining unit employees).

At the conclusion of the hearing, the evidentiary record was complete. The Parties elected to close by written post-hearing briefs, both of which were received March 9, 2018. On the Department's Brief were Attorney Bryant, Supervisory Attorney Advisor Michael D. Levy and Interim OLRCB Director Repunzelle R. Bullock. However, the Union, by e-mail dated March 16, 2018, objected to the Employer's inclusion of two of four exhibits which were attached to Management's post-hearing brief. After e-mail correspondence and a teleconference with the Parties and me on March 20, 2018, the Employer was permitted to correct its post-hearing brief (p. 51) and the exhibits attached thereto were received, the Union's e-mail objection and the attachments thereto were included in the record for consideration, and the Department was given until March 23, 2018, to respond to the Union's objection. The Union's e-mail objection and the Department's response were treated as Reply Briefs. The record of proceeding closed on March 23, 2018, upon receipt of the Employer's emailed comments in reply. The Parties stipulated that there are no issues of timeliness or arbitrability, and that the bargaining impasse is properly before me.

This Opinion and Award is based on the record. It interprets and applies the Statute to the Parties' LBOs of November 17, 2017.

It is important to recognize, at the outset of this Opinion and Award, that, while firefighters are well compensated by the Employer, they put their lives on the line for the District's residents, as well as for the commuters and visitors who pack the District each day. They suppress fires, respond to medical emergencies and make all of our lives and property safer. Nothing contained in this Opinion and Award should be read to minimize their dedication to the people they serve and protect.

STATEMENT OF THE ISSUE

The issue for resolution is as follows:

Pursuant to the principles in *D.C. Code* §§ 1-611.03 and 1-617.17, which last best offer achieves a prompt and fair settlement of the dispute between the International Association of Firefighters Local 36 and the Fire and Emergency Medical Services Department of the District of Columbia?

RELEVANT STATUTORY PROVISIONS

Title 1 (Government Organization) of the 2018 District of Columbia Official Code ("*D.C. Code*"), in relevant parts, provides:

§ 1-611.03 Compensation policy; compensatory time off; overtime pay.

(a) Compensation for all employees in the Career, Educational, Legal, Excepted, and the Management Supervisory Services shall be fixed in accordance with the following policy:

(1) Compensation shall be competitive with that provided to other public sector employees having comparable duties, responsibilities, qualifications, and working conditions by occupational groups. For the purpose of this paragraph, compensation shall be deemed to be

competitive if it falls reasonably within the range of compensation prevailing in the Washington, D.C., Standard Metropolitan Statistical Area (SMSA); provided, that compensation levels may be examined for public and/or private employees outside the area and/or for federal government employees when necessary to establish a reasonably representative statistical basis for compensation comparisons, or when conditions in the local labor market require a larger sampling of prevailing compensation levels.

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§ 1-617.02. Labor-management relations program established; contents; impasse resolution.

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(d) If, after, a reasonable period of negotiation concerning the terms and conditions of employment to be incorporated in a collective bargaining agreement, further negotiation appears to be unproductive to the Board [PERB], an impasse shall be deemed to have occurred. Where deemed appropriate, impasse resolution procedures may be conducted by the Board, its staff or third parties chosen either by the Board or by the mutual concurrence of the parties to the dispute. Impasse resolution machinery may be invoked by either party or on application of the Board. The choice of the form(s) of impasse resolution machinery to be utilized in a particular instance shall be the prerogative of the Board, after appropriate consultation with the interested parties. In considering the appropriate award for each impasse item to be resolved, any third party shall consider at least the following criteria:

(1) Existing laws and rules and regulations which bear on the item in dispute;

(2) Ability of the District to comply with the terms of the award;

(3) The need to protect and maintain the public health, safety and welfare; and

(4) The need to maintain personnel policies that are fair, reasonable and consistent with the objectives of this chapter.

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**§ 1-617.17. Collective bargaining concerning
 compensation.**

(a) Collective bargaining concerning compensation is authorized as provided in §§ 1-602.06 and 1-617.16. Such compensation bargaining shall preempt other provisions of this subchapter except as provided in this section. The principles of § 1-611.03 shall apply to compensation set under the provisions of this section.

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(f) . . .

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(2) If the parties have failed to begin negotiations within 90 days of the end of the annual notice period, or have failed to reach settlement on any issues 180 days after negotiations have commenced, then an automatic impasse may be declared by any party. The declaring party shall promptly notify the Executive Director of the Public Employee Relations Board in writing of an impasse. The Executive Director shall assist in the resolution of this declared automatic impasse by selecting an impartial person experienced in public sector disputes to serve as a mediator. If the mediator does not resolve the declared automatic impasse within 30 days, or any shorter period designated by the mediator, or before the automatic impasse date, the Executive Director, upon the request of any party, shall appoint an impartial Board of Arbitration to investigate the labor-management issues involved in the dispute, conduct whatever hearing it deems necessary, and issue a written award to the parties with the object of achieving a prompt and fair settlement of the dispute. The last best offer of each party shall be the basis for such automatic impasse arbitration. The award shall be issued within 45 days after the Board has been established. The award shall contain findings of fact and a statement of reasons. The award shall be final and binding upon the parties to the dispute.

(3) If the parties reach an impasse on any issues in negotiations before the declared automatic impasse date, any party shall promptly notify the Executive Director of the Public Employee Relations Board in writing. The Executive Director shall assist in the resolution of this impasse by selecting an impartial person experienced in public sector disputes to serve as a mediator. If the mediator does not resolve the impasse within 30 days, or any shorter period designated by the mediator, or before the automatic impasse date, the Executive Director, upon the request of any party, shall appoint an impartial Board of Arbitration to investigate the labor-management issues involved in the dispute, conduct whatever hearing it deems necessary, and issue a written award to the parties with the object of achieving a prompt and fair settlement of the dispute. The last best offer of each party shall be the basis for this impasse arbitration. The award shall be issued within 45 days after the Board has been established. The award shall contain findings of fact and a statement of reasons. The award shall be final and binding upon the parties to the dispute.

Title 5 (Police, Firefighters, Medical Examiner, and Forensic Sciences) of the *D.C. Code*, in relevant part, provides:

§ 5-414 Reciprocal agreements for mutual aid; availability of personnel and equipment to federal government; service performed in line of duty.

(a) The Council of the District of Columbia is hereby authorized in its discretion to enter into and to renew reciprocal agreements, for such period as it deems advisable, with the appropriate county, municipal, and other governmental units in Prince George's and Montgomery Counties, Maryland, and Arlington and Fairfax Counties, Virginia, with the City of Alexandria, Virginia, with the City of Falls Church, Virginia, and with incorporated or unincorporated fire departments, fire companies, and organizations of firemen in such Counties and Cities, in order to establish and carry into effect a plan to provide mutual aid, through the furnishing of firefighting personnel and equipment, by and for the District of Columbia and such Counties and Cities, for the extinguishment of fires and for the preservation of life and property in emergencies, in the District and in such Counties and Cities.

RELEVANT GROUND RULES

Article 6 (Impasse Procedure) of the Parties' Groundrules for Contract Negotiations ("Ground Rules") (JX 2), in relevant part, provides:

Impasse resolution shall be conducted pursuant to the District of Columbia Official Code § 1-617.17(f)(2) and (3).

The Board shall rule on the items at impasse that concern working conditions on an item-by-item basis, except that compensation issues shall be decided on a total package basis. . . .

THE PARTIES

FEMS provides fire protection and suppression, as well as emergency medical service including ambulance service and hazardous materials containment, for the District of Columbia. IAFF Local 36 is the exclusive representative of a unit consisting of the approximately 1,800 sworn FEMS employees at and below the rank of Captain. (Tr. 32).

BACKGROUND

The Statute requires that arbitrators in interest disputes "issue a written award to the parties with the object of achieving a prompt and fair settlement of the dispute" and requires that "[t]he last best offers of each party shall be the basis for this impasse arbitration."

This Opinion and Award considers which Party's Compensation Issues LBO submitted in this impasse arbitration achieves a prompt and fair settlement of the dispute pursuant to D.C. Code §§ 1-611.03(a) and 1-617.17 and, pursuant to the Ground Rules, which total package is "most consistent" with the applicable law. My selection and award of the LBOs, together with the reasons for the selections, is set forth herein.

The Parties submitted LBOs covering both Compensation as well as Non-Compensation (working conditions) impasse issues. Pursuant to the Parties' Ground Rules, Non-Compensation issues are to be resolved on an article-by-article basis in a separate proceeding, and Compensation Issues are to be resolved as a total package. (Ground Rules § 6). The Parties are in agreement as to the issues to be treated in this proceeding as Compensation Issues. The Award follows.

LAST BEST OFFERS REGARDING COMPENSATION ISSUES

The Parties are at impasse on: Article 42, Wages; Article 46, Legal Plan; and Article 47, Optical and Dental Benefits. They are presented below as provided in their LBOs (JX 3-4) and are considered in numerical order.

ARTICLE 42, WAGES

FEMS' s LBO:

Section A - Fiscal Year 2015

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

Section B - Fiscal Year 2016

Effective the first day of the first full pay period commencing on or after October 1, 2015, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 3.0% in accordance with past methods of increasing salary schedules.

Section C - Fiscal Year 2017

Effective the first day of the first full pay period commencing on or after October 1, 2016, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 3.0% in accordance with past methods of increasing salary schedules.

Section D - Fiscal Year 2018

Effective the first day of the first full pay period commencing on or after October 1, 2017, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 2.0% in accordance with past methods of increasing salary schedules.

Section E - Fiscal Year 2019

Effective the first day of the first full pay period commencing on or after October 1, 2018, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 2.0% in accordance with past methods of increasing salary schedules.

Section F - Fiscal Year 2020

Effective the first day of the first full pay period commencing on or after October 1, 2019, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 2.0% in accordance with past methods of increasing salary schedules.

IAFF's LBO:

Section A - Fiscal Year 2015

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

Section B - Fiscal Year 2016

Effective the first day of the first full pay period commencing on or after October 1, 2015, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 4% in accordance with past methods of increasing salary schedules.

Section C - Fiscal Year 2017

Effective the first day of the first full pay period commencing on or after October 1, 2016, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 4% in accordance with past methods of increasing salary schedules.

Section D - Fiscal Year 2018

Effective the first day of the first full pay period commencing on or after October 1, 2017, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 3% in accordance with past methods of increasing salary schedules.

Section E - Fiscal Year 2019

Effective the first day of the first full pay period commencing on or after October 1, 2018, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 3% in accordance with past methods of increasing salary schedules.

Section F - Fiscal Year 2020

Effective the first day of the first full pay period commencing on or after October 1, 2019, the Fire Service Salary Schedule for employees who are or were at that time actively employed shall be increased 3% in accordance with past methods of increasing salary schedules.

CONTENTIONS OF THE PARTIES REGARDING WAGES

FEMS argues that its LBO on wages should be selected because it is most consistent with the law. It contends that the standard for determining the appropriateness of a compensation package - based upon appropriate comparators as codified by statute, construed by case law and confirmed by the D.C. Council - is well-settled and should not be circumvented. The Employer asserts that, conversely, the Union's LBO should be rejected as improper and based upon erroneous comparators and unreliable testimony. It maintains, as well, that its wage proposal provides for competitive compensation, as mandated by D.C. Code § 1-611.03(a)(1).

The Employer further argues that the Department's LBO is competitive with the appropriate local comparators - "comparable in terms of duties, responsibilities, qualifications, and the like" (Tr. 305) - in that it "falls reasonably within the range of compensation prevailing" in the Washington, D.C., SMSA. It

contends, as Mr. Nadol testified, that the jurisdictions selected for firefighter wage comparison - Alexandria and Arlington, Fairfax, Loudoun and Prince William Counties in Virginia and Montgomery and Prince George's Counties in Maryland - are located in the DC-VA-MD-WV Metropolitan Statistical Area² ("MSA"), include "all fire and emergency services providers among general governments bordering Washington, D.C., as well as all others within the MSA serving a population of 250,000 or greater." (EX 1T, p. 17)

The Department asserts that the Union inappropriately seeks to compare District firefighter compensation with that of firefighters in jurisdictions outside the D.C. SMSA, i.e., major cities in the Northeast Corridor, relying upon demographic conditions where employees work - including volume of fire/medical runs, population density, housing density, size of population, pre-1939 construction, etc. - that are unrelated to an economic analysis. It points out that this analysis has been previously asserted, and rejected, in the recent FOP-MPD arbitration over which I presided³ and the previous arbitration between these same Parties over which Arbitrator Jaffe presided.⁴

²The DC-VA-MD-WV Metropolitan Statistical Area is the federal government's successor to the SMSA. (EX 1T, p. 17)

³*In Re Fraternal Order of Police Labor Committee and Metropolitan Police Department of the District of Columbia*, PERB Case Nos. 13-I-03 and 13-I-04 (2014) ("FOP-MPD Award"), wherein I concluded that the D.C. Code "constrains my [Last Best Offer] selection to a wage proposal LBO which . . . falls reasonably within the range of compensation prevailing in the Washington, D.C. [SMSA]" (EX 150, p. 19), thereby rejecting FOP's comparison to compensation packages of larger cities outside of the local labor market. The Union notes that the D.C. Council resolved that, in the FOP-MPD award, I "complied with the law in using pay comparators from regional jurisdictions, including Montgomery, Prince Georges, Fairfax, and Arlington counties." (EX 6T)

⁴*In Re District of Columbia Fire and Emergency Medical Services Department and International Association of Firefighters, Local 36, AFL-CIO* (Ira F. Jaffe, Arb.), PERB Case No. 13-I-01 (2014) ("Jaffe Award"), wherein Arbitrator Jaffe concluded that the same demographics upon which the Union relies in the instant

FEMS further argues that its LBO is competitive with the appropriate internal comparators, that is, Compensation Units 1 and 2 and the FOP. It maintains that, although Arbitrator Jaffe found in 2014 that the IAFF bargaining unit's historical relationship with Comp Units 1 and 2 and the FOP "has diminished significantly" (p. 45), their wage standing with FOP and Comp Units 1 and 2 has been comparable between FYs 2012 and 2017 and with the Department's compensation proposal. (UX 3, Exh. 22, and UX 23B)

The Employer contends that, between FYs 2011 and 2015, District firefighters received more consistent increases than both Comp Units 1 and 2 and FOP, noting that only members of the IAFF unit received increases in 2012 and 2014 and that the only year the IAFF unit did not receive a wage increase - FY 2015 - is because the Union failed to timely request compensation bargaining. (EX 147) It points out that the Department's LBO presented to Arbitrator Jaffe included a proposal for a 3% wage increase in FY 2015 but, because the IAFF prevailed under the Jaffe Award and included a shorter duration period, no wage increase for that year was adopted. FEMS asserts that, if its proposal is selected, IAFF will remain ahead of FOP and Comp Units 1 and 2 by three and four percentage points, respectively, in FY 2017, and ahead of the

matter are "not shown to be criteria that correlate with wage levels generally in the industry" nor, based on D.C. Code § 1-611.03, "does it appear that these comparators are to be given any significant weight in the wage determination process." (UX 7, p. 47) In full, Arbitrator Jaffe stated:

I agree with the Department that comparisons with fire department compensation in the 30-city survey or in the Northeast Corridor Cities are misplaced in this case. Neither group has been shown historically - before or after the [2002] Jascourt Award [PERB Case Nos. 01-I-02 and 01-I-04 (Hugh D. Jascourt, Arb.) between the same Parties] - to have played any significant role in bargaining wages for the IAFF bargaining unit. The criteria cited by Arbitrator Jascourt that led him to place greater weight in those comparators (e.g., level of pre-1939 construction) were not shown to be criteria that correlate with wage levels generally in the industry. Nor given the provisions of D.C. Code § 1-611.03 does it appear that these comparators are to be given any significant weight in the wage determination process. It may not be amiss to note as well that the difference in wage proposals in the Jascourt arbitration may well have been resolved in precisely the same fashion without emphasis upon either the 30-city or the Northeast Corridor City comparators.

latter by one point in FY 2020. It maintains that, if the Union's LBO is selected, it would place IAFF unit members five and six percentage points ahead of the other two bargaining units in FY 2017 and six percentage points ahead of Comp Units 1 and 2 in 2020, thereby creating a further imbalance in the internal comparator wages. (UX 3, Exh. 22)

The Employer further argues that the Union's LBO should be rejected as improper because it is a pretextual attempt to circumvent the court ruling finding that its request to bargain for FY 2015 compensation was untimely and because it is based upon inappropriate compensation comparators and unreliable expert testimony. As to the former, the Department contends, and it is undisputed, that the D.C. Superior Court upheld PERB Opinion No. 1504's final order denying the Union's request to disregard statutory time lines and force Management to engage the untimely demand to bargain over FY 2015 compensation. (UX 6; EX 149) It points out that the Union, in its Unfair Labor Practices Complaint, argued that the Department was still obligated to bargain over compensation for FY 2015 despite its untimely demand (UX 4), but that the PERB dismissed the Complaint, ruling in its Decision and Order that the Union's demand was statutorily time-barred and, because the Mayor had already submitted the District's FY 2015 budget, the Union's May 1, 2014, demand to bargain for FY 2015 was too late in the process to comply with statutory requirement that parties "negotiate compensation at reasonable times in advance of the District's budget making process." (UX 6)

FEMS asserts that Union Counsel revealed the real motive behind the Union's higher compensation proposal - to "make up" for the loss of any wage increase in FY 2015 - when she asked Mr. Nadol, "under the District's proposal, it never has to pay a wage increase to the Local 36 firefighters at all - not only just not in fiscal year 5, but it doesn't have to make it up in 16 or 17 at all under its proposal," even though "every other unit in the city gets a wage increase for FY 2015." (Tr. 334-35)

The Employer maintains that the Union's reliance on the PERB's footnote - that the decision did not "preclude" IAFF from attempting to bargain for additional increases in future years to "make up" for their perceived losses (UX 6, p. 7, note 30) - is misguided because the footnote is non-precedential *dicta* that has no persuasive authority and, even if it were considered persuasive, the PERB merely stated that the Union was not precluded from attempting to recoup the lost wages but did not intimate that the Union was entitled to an increase for that year.

The Department further argues that compensation comparators must be within the D.C. SMSA unless one of two narrow exceptions - "when necessary to establish a reasonably representative statistical basis for compensation comparisons" or "when conditions in the local labor market require a larger sampling of prevailing compensation levels" D.C. Code § 1-611.03 - applies and urges that neither exception is applicable to the instant impasse. As to the former, FEMS contends that the Union failed to demonstrate that examining the compensation of firefighters in the Northeast region and firefighters outside of the D.C. SMSA was "necessary to establish a reasonably representative statistical basis for compensation comparisons" because, as in my FOP-MPD Award (p. 21), the Department proved that there are sufficient, robust local jurisdictions in the D.C. SMSA that employ firefighters who perform similar duties and provide enough data for a statistically valid compensation comparison.

FEMS asserts that Mr. Nadol provided some economic and fiscal indicators for jurisdictions in the D.C. SMSA as compared to the Department - median household income, individuals below poverty level, unemployment rate, median earnings in residents age 25+, median monthly owner costs, 2016 population and Moody's credit rating - and found that the other area public employers "have greater underlying capacity [than the District] to fund their employee compensation" (EX 1T, p. 18) but that, nonetheless, the Department's wage proposal is competitive with the surrounding jurisdictions. The Employer maintains that, to the contrary, Dr.

Paulin failed to compare the Department's and other jurisdictions' economic characteristics but instead relied on comparators - volume of fire/medical runs, population density, housing density, size of population, pre-1939 construction, etc. - deemed by Arbitrator Jaffe as "not shown to be criteria that correlate with wage levels generally in the industry" and are not to be given "any significant weight in the wage determination process." It contends - contrary to Dr. Paulin's testimony that volunteer firefighters affected the compensation of career firefighters - that the presence of volunteer firefighters has not been deemed to be determinative in the wage determination process and that, in any case, she did not inquire about their hours worked or earned compensation and was unable to explain the correlation between volunteer firefighters and compensation.

The Employer further argues that the Union's remaining arguments are similarly non-dispositive to the comparator argument broadly and inconsequential to the exception standard altogether. It asserts, for example, that the Department should be compared to large cities in the Northeast Corridor to determine competitiveness because a spike in medical and fire runs in 2015 and 2016 increased the workload such that local comparators are no longer appropriate. (UX 1-2) FEMS maintains that the Union's contention is flawed because the methodology used to collect this information, e.g., self-reporting which sometimes includes false calls and sometimes does not, is inconsistent across other departments and, in any case, runs data is unrelated to establishing compensation for District firefighters. It contends, in addition, that the statistics in the District's 2014 Benchmarking Study are inconsistent with the data reported in the 2014 National Run Survey.⁵ (UX 12; Tr. 124-25) It asserts, therefore, that such data is unreliable and unpersuasive.

⁵148,024 medical responses, 19,140 fire or other incidents and 12,873 false alarm calls versus 146,995 medical calls, 30,843 fire calls and 1,481 false alarms.

The Department further argues, even assuming that the runs reports are based on consistent methodology and are pertinent to the comparator analysis, which it argues they are not, that the data show D.C. firefighters' workloads are actually *more* comparable to those jurisdictions in the D.C. SMSA (UX 19A-19C), thereby supporting its position and not the Union's.⁶ It maintains, as well, that the fact that Chief Gregory M. Dean, in his testimony at the FY 2018 Budget Oversight Hearing, likened D.C. to other large cities in the U.S. does not support the Union's contention that Northeast Corridor cities are appropriate comparators because Chief Dean was merely illustrating that, given the District's significantly smaller population, its runs totals rival those in much larger jurisdictions, largely because the Department responds to an overwhelming number of non-emergency 9-1-1 calls. (UX 17) FEMS asserts, similarly, that the Office of Budget and Planning's ("OBP"'s) reliance on some of the same large-city jurisdictions in its "FY 2015 Benchmarking Study for the Proposed Budget and Financial Plan (Benchmarking Study)" is a false equivalency because the comparators in the Benchmarking Study are used to measure *performance* - selected based on factors such as the type of government, community demographics, geography, proximity to the District and jurisdictions with recognized leadership in respective fields, the types of factors Arbitrator Jaffe ruled are inconsequential to compensation analyses - and are not set by statute or used to measure *competitiveness of compensation*.

FEMS further argues that Mr. Hudson's testimony - that the dangerous working conditions and complex work environment render inappropriate local comparators - is reminiscent of FOP's premise in 2014, which I rejected, that is, that comparisons outside the

⁶As an example, the Department points out that, in 2016 - one of the "spike" years according to the Union, D.C. had 1.5 million fewer runs than New York City, 264,000 fewer than Philadelphia, 26,000 more than Baltimore City and 121,000 more than Boston, while it only had 57,000 more runs than Prince George's County, 86,000 more than Montgomery County and 105,000 more than Fairfax County. It notes that the runs differentials were similar in 2014 and 2015, years that were arguably the Department's busiest.

local SMSA are necessary because MPD police officers "perform their duties in a more intense and stressful law enforcement environment than their suburban and smaller city counterparts" (FOP-MPD Award, p. 21). It maintains that this argument is also inapposite for firefighters because FEMS firefighters share the same jurisdiction, Washington, D.C., with the MPD police officers, all service members share the same urban, complex and difficult work environment and, like Dr. Paulin, Mr. Hudson failed to correlate such factors to compensation.⁷ The Employer points out, as well, that most calls are for EMS/medical runs, not fire suppression, and, therefore, is not a basis for compensation comparators.

FEMS points out that, in the FOP-MPD Award, I noted that District police officers shared the same occupational groups and perform the same essential duties as their local comparators. The Employer contends that, unlike the Union, Mr. Nadol provided an example - the City of Philadelphia - of a jurisdiction where the surrounding localities do not represent a statistical basis for compensation comparison. It points out that Mr. Nadol explained that there are no communities in the Philadelphia MSA that have a high degree of comparability - Philadelphia has 2,200 or 2,300 fire and emergency services personnel while no other department in the MSA has even 100 employees - and that, therefore, Philadelphia has historically looked outside of its area to "other similarly scaled employers nationally, including the District." (Tr. 369-70)

The Employer further argues, with respect to the second statutory exception to the local comparator "requirement," that the Union was also unable to prove that conditions in the DC SMSA

⁷ I rejected this argument in the FOP-MPD Award, at p. 21: "That argument may sell short FOP Members' counterparts. I accept the complex and difficult work environment in which MPD officers work but I am not convinced that there is a bright line between the District and other, close-in jurisdictions such as Prince George's or Montgomery Counties or Alexandria City. Moreover, MPD officers are in the same occupational groups and perform the same essential duties as their comparators. I am not persuaded that the comparative intensity of the work and the difficulty of the duties performed is a separate basis upon which to choose comparators or automatically to elevate MPD officers to the highest wage level among relevant departments." the comparisons are applicable to Firefighters by analogy. (Emphasis added.)

require a larger sampling of prevailing compensation levels. It asserts that conditions in the local labor market would require a larger sampling only if a significant number of FEMS firefighters resigned for higher paying jobs outside of the D.C. SMSA, FEMS had difficulty recruiting within the D.C. SMSA or a locality outside of the D.C. SMSA heavily recruited District residents as firefighters. It maintains that the record in this case is devoid of evidence supporting any of these conditions. The Department contends that, although Dr. Paulin clearly did not even consider whether the local comparators shared a common labor market with D.C. (Tr. 239-43), Mr. Nadol testified, and there is other evidence proving, that the Department shares a common labor market with other departments in the D.C. SMSA and, thus, are appropriate comparators for competitiveness. (Tr. 302) It asserts, citing the testimony of Mr. Foust and Ms. Mauro, that these local jurisdictions compete to recruit firefighter EMTs and even more so firefighter paramedics and that the overwhelming majority of firefighter applicants are from the local surrounding areas, noting that, in 2015, some 88% were residents of D.C., Maryland and Virginia. (EX 147; Tr. 267-68 and 286-87) It points out, as well, that Mr. Nadol also testified that FEMS retention has been "stable, evidencing no concerning turnover levels or trends" and has been below 5% per year with a "quit" rate due to voluntary resignations of only about 1%. (EX 1T, p. 16) FEMS maintains that, therefore, conditions in the local labor market do not require a larger sampling of prevailing compensation levels outside of the D.C. SMSA.

The Department further argues that the legislative intent clearly demonstrates that the D.C. SMSA jurisdictions are the appropriate compensation comparators in the instant impasse for competitiveness. It points out that, in passing the resolution for the FOP-MPD settlement and interest arbitration award, the D.C. Council found that my decision was "reasonable," "complied with the law in using pay comparators from regional jurisdictions" and "was reasonable in noting that MPD officers are in the same occupational groups and perform the same essential duties as their comparators." FEMS contends, in addition, that, although D.C. Code § 1-617.17

previously allowed the Parties to conduct an economic study of comparable occupational groups in the nation's 30 largest cities by population, the Council repealed that provision in 2002, affirmatively deciding that this comparison was improper. It asserts that the Council, instead of replacing the "location" language with language such as "cities in the Northeast corridor" or "cities similar to the District," chose to simply repeal the provision altogether. It maintains that, even if the Council repealed the location language for other reasons, the remaining language is clear, that is, that all D.C. government employees' compensation packages should be competitive as compared to the D.C. SMSA, providing two limited exceptions that are not applicable to the instant dispute.

FEMS further argues that its firefighters currently earn competitive wages and, pursuant to D.C. Code §1-611.03(a)(1), its LBO assures that they will continue to be competitive, defined as "reasonably within the range of compensation prevailing" in the D.C. SMSA. It points out that, in the FOP-MPD Award, I found that compensation falls "reasonably within the range of compensation" if it is within 90% to 110% of the market median. (p. 24) The Employer contends that its wage proposal is more competitive than the Union's because it is based on sound methodology and falls within the range of compensation of the appropriate comparators. It asserts that its LBO meets the reasonableness standard and, citing Mr. Nadol's testimony, that it is "outpunching its weight" and that its recent recruitment and retention data indicate that "the current total compensation package continues to be effective in attracting and retaining personnel." (EX 1T, p. 15; Tr. 303) It points out that Mr. Nadol's conclusions - improvement for the period FYs 2015-2018 to "top paid on a per net hour worked basis"; closer to the average of the regional survey group for general wage increases in FYs 2016-2018; to the extent the District "fell behind" some pay relationships because of no FY 2015 increase, both LBOs more than offset that effect over the full contract term; the wage increases in FY 2019 and FY 2020 "are more consistent - and fully competitive - with the known change in Montgomery County and

planned adjustments in Prince William County, as well as the level of regional pay adjustments provided across the regional survey group in recent, past years"; achieves "significant real wage gains relative to CPI change through FY 2017, and is projected to result in aggregate wage gains over the full six-year contract period"; and, finally, "[b]etter reflects the current economic environment with regard to inflationary pressures, the fiscal climate for local governments, and recent trends across the regional survey group" - are based on sound methodology and, therefore, are reliable, persuasive and credible. (EX 1T, pp. 60-61)

The Employer further argues, in comparing compensation for journey-level firefighters, that, over the course of a 25-year career, total direct cash compensation for District firefighters would rank third out of eight within the comparison group, 1.5% above the survey group median, and that, after adding step/merit freezes to the above analysis, District firefighters jump to second out of eight jurisdictions, 2.7% above the survey group median. It points out that, since work schedules are different among the various jurisdictions - 2,184 hours per year in D.C. and Prince George's County, 2,496 and 2,912 annual hours in the others - District journey-level firefighters rank first based on total direct compensation per net hour worked over the course of a 25-year career, 24.1% above the survey group median and, including step/merit freezes as well as the District's proposal, District firefighters once again rank first, 27.6% above the median. The Department maintains that similar compensation comparisons show that FEMS Firefighter Technicians rank fourth in total direct cash compensation, 3% above the survey group median (4.1% above including step/merit increases), but that, on a per net hour worked basis, they rank second, 19.5% above the median (21.6% above including step/merit freezes).

The Department further argues that the Union's wage LBO should be rejected because its analysis is based upon Dr. Paulin's wholly inaccurate and erroneous methodology. It contends that Dr. Paulin admitted more than once that her conclusions were based on

theoretical or philosophical reasoning rather than data, that she failed to provide sources, studies, articles or data for some of her findings, that she was unable to explain the rationale behind her methodology, and failed to include some step or hiring freezes. (UX 3, p. 2; Tr. 143, 159 and 173). It points out that, when asked about the reason for the latter failing, she explained that it was because, "honestly I didn't know about it. . . . [M]aybe I just didn't ask the right question." (Tr. 173-74) FEMS asserts that Dr. Paulin also testified that some of her data came from the U.S. Fire Administration ("USFA"), noting that Mr. Nadol testified that the information from USFA was unreliable. It points out that Mr. Nadol saw discrepancies between the figures provided by USFA and the figures he has received from various jurisdictions, e.g., USFA sworn firefighter head count in Prince William County is 250, while a recent payroll run for Prince William County shows 585 people and, for the District of Columbia, USFA claimed 1,300 firefighters while it is undisputed that the Department employs some 1,800 firefighters. (Tr. 306-308)

Finally, FEMS maintains that, like in the Jaffe Award, which found that both parties "focused on snapshots of the current wage levels and hours worked" rather than provide "detailed historical comparisons" (p. 46), the Union's expert testified regarding wage snapshots and failed to compare salary increase trends for her compensation groups (UX 3), failed to show comparisons between IAFF firefighters and those in external jurisdictions with regard to historical pay relationships and even omitted CPI data between 2004 and 2017, thus failing to provide an inflation analysis for those years. (*Id.*, Exh. 22) The Employer contends that, notwithstanding all of Dr. Paulin's errors and omissions, her data show that the District compares very favorably to the jurisdictions within the D.C. SMSA (UX, Exh. 21) It points out that, of those local jurisdictions that she surveyed, the data show that D.C.'s compensation currently ranks *second* among the local comparators and that the Department's LBO would advance its rank to *first*.

For all these reasons, FEMS concludes that its LBO for Article 42, Wages, is more fair, more reasonable, more consistent with law and should be awarded as part of the Compensation package.

The Union argues that its LBO on wages should be adopted because it is more consistent with the increases historically enjoyed by District firefighters and preserves, or at least does not erode, the pay relationships between firefighters and its closest internal comparators, that is FOP and Compensation Units 1 and 2, and should be adopted as part of the Compensation Package. It contends that, in contrast, the District's proposal offers increases lower than those previously bargained for this unit, FOP and Compensation Units 1 and 2, whose members include EMS providers who work side-by-side with firefighters, earlier this year. IAFF asserts that the Employer provided no affirmative justification for its strikingly stingy offer and for the disparate treatment of its members, particularly in light of the District's financial strength and the undisputed evidence that the workload of firefighters has increased substantially.

IAFF further argues that the Jascourt Award recounts that, until it was broken by an interest arbitration award, parity between police and fire compensation was legislated until 1981 and then bargained from 1981 to 1985. It maintains that base salary parity - but not compensation parity - was restored in 1988 and remained through FY 1995, until the Control Board era when, by FY 2001, firefighters trailed police by 8% in base salary. It contends that the Jascourt Award adopted the Union's proposal in order to close that gap but the police jumped ahead before the Award was even issued. The Union asserts that, by the time the Parties appeared before Arbitrator Jaffe in 2013, the difference (not compounded) was 6.25% and his attempt to bring firefighter wages up to the FOP level was largely achieved, with firefighters receiving 10% for the FY 2011-2014 term covered by the Jaffe Award as compared to 4% received by FOP. It points out, however, that, since then, the police have received 3% each year, placing them 9.25% (not compounded) and 10.8% (compounded) ahead of firefighters

by the close of FY 2017. IAFF maintains that its proposal closes that gap - at least for the time being, noting that FOP is currently in negotiations for FY 2018 and subsequent years - and, therefore, falls comfortably in line with its longstanding pay relationship with the police.

The Union further argues that, although the District's public safety unions usually receive more in base wage increases than Compensation Units 1 and 2, the three-year settlement with Comp Units 1 and 2 - reached just prior to the 2008 recession and paid despite the recession's negative impact - put Comp Units 1 and 2 ahead of both IAFF members (who accepted a freeze) and FOP members (who received a 5% increase in FY 2008, as the last year of a five-year agreement but had no further increases during the recession). IAFF contends that, following that exceptional period, the wage packages received by the public safety unions continued to be slightly greater than those negotiated by Compensation Units 1 and 2 but that those slightly greater increases have not fully made up the ground lost to Comp Units 1 and 2 during the recession. It asserts, however, that, although its proposal does not bring firefighters to the Comp Units 1 and 2 level, the District's proposal - 5% less than what Comp Units 1 and 2 will receive over the same term - leaves firefighters much farther behind than where they started. It points out, in addition, that the District passes through the Comp Units 1 and 2 increases to the Department's command and supervisory staff (UX 21A) and, thus, while, under the District's proposal, Union members fall behind Comp Units 1 and 2 in relative terms, the differential between the pay received by rank-and-file members and that received by the command staff disproportionately widens.

IAFF further argues that the Department's proposal is particularly unjustified in light of the un rebutted evidence that, although resources and staffing have not changed, the workload of firefighters has substantially grown in recent years. It maintains that, although the number of fire companies, ambulances and other units has remained the same, fire responses, or "runs," rose about

10% in 2015 and 2016 over the average for the prior ten years, while medical runs have shown an even steeper - 25% - upward trajectory in the last three years. (UX 1-2)

The Union further argues that, although resident and/or daytime population growth may account for some of the call-volume increase, it does not account for all of it. It points out that, in April 2017, Chief Dean told the Council that "[t]he District's calls to 9-1-1 are out of proportion with its population" and that, although the District is the 27th largest city in the United States, "the Department's call volume is the eighth highest - putting us in the company of much larger cities like New York, Chicago and Los Angeles." (UX 17) IAFF contends that, although under these circumstances it could justifiably ask for *greater* wage growth than other city units, reflecting its greater workload increase, it has not done so, but has proposed an LBO that simply allows the wages of firefighters to grow at the *same* pace as the wages of police and other blue-collar personnel. It asserts, however, that the District's proposal leaves firefighters *behind* police at the end of FY 2017 (and into the near future) and widens, rather than closes, the gap between Local 36 and Comp Units 1 and 2. Moreover, the 2% increases in FYs 2018-2020, are low enough to risk falling behind projected inflation rates.

IAFF further argues that the possibility of a decrease in inflation-adjusted wages would not be reasonable, especially given the Employer's financial condition, which favors permitting firefighters to share, at least equally with other city workers, in the benefits of a strong economy. It maintains - noting that the District's financial officer has touted that the city is enjoying a "historically stable economy" nurtured by "strong, institutionalized and disciplined financial management" and, as a result is obtaining "extraordinary revenues" and its General Fund balance has rocketed to \$2.4 billion (UX 9) - that there is no question that the District has the "ability to comply" with the compensation package the Union seeks. It points out that the District's economy is so strong that, last year, the Council

approved \$100 million in tax cuts "triggered only if the District's revenues reach a certain threshold" and projected revenue estimates continue to rise through FY 2020, the final year of the Parties' New Agreement. (UX 9-10)

The Union further argues that the Department's attempt to justify its low offer by pointing to PERB Opinion No. 1504 is without merit. It contends that the Jaffe Award, which adopted the Union's proposal for the now Expired Agreement to terminate on September 30, 2014, was not submitted to the Council for approval during the statutory 60-day period, OLRCB ignored repeated calls and e-mails, the Mayor finally forwarded the award to the Council with a "disapproval" resolution and under threat of veto and, therefore, with no assurance that the Mayor would ever comply with his statutory mandate to submit the award for approval, it served OLRCB with a demand to bargain on May 1, 2014. IAFF asserts that, unfortunately, the PERB strictly construed the statutory time lines and upheld OLRCB's refusal to bargain compensation for FY 2015 on grounds that the "window" for seeking such compensation had opened and closed in June 2013, that is, before the Jaffe interest arbitration proceeding had even been scheduled.

IAFF argues, however, that nothing in the PERB decision compels adoption of the Department's offer and points out that the PERB noted that its ruling was not intended to "preclude the Union from attempting to bargain[] for additional increases in future fiscal years to make up for any perceived losses that may result from its inability to bargain compensation matters for FY 2015." (UX 6, p. 7) It maintains that its LBO follows that suggestion in moderation, seeking only 1% more each in FYs 2016 and 2017 than what Comp Units 1 and 2 and the FOP unit received for those same years. It contends that, in contrast, the Department's LBO goes much further, not only offering zero for FY 2015, as the PERB gave it the right to do, but permanently holding those funds back with no catch up in future years.

The Union further argues that, even if the PERB decision is viewed as a complete forfeiture, the Department's low offer cannot be justified. It asserts that, even subtracting the 3% attributable to FY 2015 from what Compensation Units 1 and 2 actually received, the FEMS LBO is *still* cumulatively lower for FY 2015-2020 than the wage increases provided to those units, *i.e.*, 14% (uncompounded) for Comp Units 1 and 2 versus 12% for IAFF. It maintains that, even taken on its own terms and using assumptions that are most favorable to the District's position, the Department's LBO for wages fall short.

IAFF argues, with respect to other jurisdictions, that there is no debate about the result of either Party's analysis, that is, that the District's relative standing within any of the comparator groups is not significantly affected by adoption of either proposal. It contends that adoption of the Union's LBO does not result in the District's firefighters suddenly leapfrogging ahead of other jurisdictions and, similarly, adoption of the District's LBO would not result in dramatic erosion of IAFF's ranking within any comparator group. It asserts, therefore, that, although the 5% cumulative difference between the Parties' wage offers is critical as a matter of internal equity - and meaningfully affects firefighters' relationships with other District units - that differential does not carry the same significance within any group of external comparators.

The Union maintains that, over both the 20-year average and the 30-year average, the District is currently ranked first in net pay per hour worked in comparison to the four Virginia departments (Arlington, Alexandria, Fairfax and Prince William) and, under either Party's offer, the District would remain first. It contends that, over both the 20-year and 30-year averages, the District is currently ranked third in comparison to the five Maryland departments (Montgomery, Prince George's, Anne Arundel, Howard and Baltimore Counties) and, under either Party's offer, the District would move the Department to first. It asserts that, compared to the five jurisdictions that lie closest to Washington, D.C.

(Montgomery, Prince George's, Arlington, Alexandria and Fairfax), the District currently ranks a close second to Prince George's County and, under either Party's proposal, the District would move up to first for the 20-year average but would be eight cents behind Prince George's County for the 30-year average under the District's LBO. IAFF maintains, therefore, that the Parties' experts agree that adoption of either proposal does not materially affect the District's relative standing versus the local comparators. It contends that the Union's offer, although higher, does not boost it out of line, the District's offer does not change things for the worse and, under either proposal, the District remains - as it should be - the "employer of choice" in the local region.

IAFF further argues that the Department's apparent theory - that I am statutorily precluded from considering data from any jurisdictions outside of the DC SMSA - is misplaced. It asserts that DC Code § 1-617.02(d) identifies a non-exclusive list of criteria that I must consider, including "[t]he need to maintain personnel policies that are fair, reasonable, and consistent with the objectives of [the CMPA]" and that, among those policies is the District's compensation policy which, in § 1-611.03, sets forth general principles for determining pay for all District employees - union, non-union, management and supervisory alike. The Union maintains - contrary to the District - that those principles do not rigidly insist that the metropolitan area alone can appropriately compare with the District but is more flexible than that, expressly contemplating consideration of "public and/or private employees outside the area and/or [] federal government employees when necessary to establish a reasonably representative statistical basis for compensation comparisons." It contends that the question is whether the surrounding jurisdictions provide a "reasonably representative statistical basis" for firefighter compensation and that the record shows that they do not.

The Union argues that the Department stands apart from the local jurisdictions with respect to virtually every significant demographic marker and, most importantly, with regard to the

quantity, intensity and difficulty of the work performed by its members. It asserts that Dr. Paulin explained that there are certain demographic characteristics - such as population (both resident and daytime), department size, population density, housing-unit density and the age of housing stock - "that have been shown, both theoretically and empirically, in economic and industrial relations literature, as well as research, [to] affect fire fighter wages and compensation." (Tr. 130) IAFF maintains, in addition, that these factors are proportional to workload and risk and that Dr. Paulin demonstrated that the District is statistically more similar to the Northeast Corridor cities than to the local jurisdictions.⁸ (UX 3, Exhs 5-15) It contends that Dr. Paulin also confirmed that, statistically speaking, the District is demographically similar to the Northeast Corridor cities and is dissimilar to the local jurisdictions.

IAFF further argues that, statistically speaking, the District's proper cohort is the Northeast Corridor and the local jurisdictions are not. It asserts that these differences translate directly into differences in workload, as District firefighters daily serve a demanding, diverse, dense, uniformly urban area that is quite unlike most of the local jurisdictions. The Union concedes that firefighters in other jurisdictions confront some of the same challenges as District firefighters, e.g., the Metro system spans through many suburban counties and several of those counties also house significant federal installations, but maintains that the differences in degree are notable, e.g., 40 of Metro's 91 stations are in the District, by far the most of any

⁸In Exhibit 6, showing the number of career firefighters, where the District is clustered within the Northeast Corridor group; in Exhibit 8, showing square miles, where the District appears in a group with similarly low square mileage that includes Baltimore, Philadelphia and Boston; in Exhibits 11 and 12, showing resident population density and daytime population density, where the District is grouped with the Northeast Corridor cities with the highest population density; in Exhibit 14, showing housing unit density, where the District appears in a cluster with the other Northeast Corridor cities; and in Exhibit 15, showing percentage of housing stock built pre-1938, where the District is situated within the Northeast Corridor grouping.

jurisdiction, nine of Metro's ten busiest stations are located in the District, and all but six of the 40 stations in the District are underground, and the proportion of structures that are federally owned or are embassies, which pose special challenges, is much higher in the District than in surrounding areas. It contends, thus, that, although many jurisdictions face some of these issues, the District's firefighters do so much more frequently and incidents of these types form a substantial proportion of the Department's day-to-day operations. It asserts, in addition, that, at some point, the differences in degree transform into differences in kind and that, in the Jascourt arbitration, Former Chief District negotiator acknowledged the statistical similarities between the District and the Northeast Corridor cities.

Finally, the Union argues that the record amply demonstrates that, with respect to the District's firefighters, geographic proximity should not limit the inquiry and the District's statistical cohort is the Northeast Corridor cities, their compensation and the District's compensation in relation to that group. It maintains that, when those data are considered, the District's compensation, despite the Department's heavy workload and the City's financial strength, ranks fifth out of the six Northeast Corridor cities, higher only than Baltimore, a city with a long and recent history of financial distress. (UX 3, Exhs. 19 and 21) IAFF contends that the effect of either offer is not substantially different and adoption of either narrows the District's distance from the median but does not change its standing in relation to the Northeast Corridor group as a whole, i.e., fifth out of six cities regardless of which proposal is adopted. It asserts, however, that, although neither proposal substantially changes the status quo, the additional context provided by the Northeast Corridor group establishes that the Union's proposal is moderate compared to what big city firefighters in other similar jurisdictions receive.

For all these reasons, IAFF concludes that its LBO for Article 42, Wages, is more fair, more reasonable, more consistent with law and should be awarded as part of the Compensation package.

DISCUSSION OF WAGE LBOs

There are significant differences between the Parties' LBOs. Although neither contains a wage increase for FY 2015, the Union's proposal is 1% higher (4% versus 3% and 3% versus 2%) for each of the five subsequent fiscal years. Each points primarily to different compensation comparators as the appropriate foundation for determining firefighter wages. Thus, the starting point for determining which Article 42 LBO is the more reasonable is to examine the specific comparators provided for in the applicable statutory standards which must form the basis of my analysis.

Appropriate Comparators

DC Code § 1-617.17 provides that, "[t]he principles of § 1-611.03 shall apply to compensation set under the provisions of this section." Those principles require that

[c]ompensation for all employees in the Career, Educational, Legal, Excepted, and the Management Supervisory Services shall be fixed in accordance with the following policy:

(1) Compensation shall be competitive with that provided to other public sector employees having comparable duties, responsibilities, qualifications, and working conditions by occupational groups. For the purpose of this paragraph, compensation shall be deemed to be competitive if it falls reasonably within the range of compensation prevailing in the Washington, D.C., Standard Metropolitan Statistical Area (SMSA); provided, that compensation levels may be examined for public and/or private employees outside the area and/or for federal government employees when necessary to establish a reasonably representative statistical basis for compensation comparisons, or when conditions in the local labor market require a larger sampling of prevailing compensation levels.

Thus, the D.C. Code premises my LBO selection to a wage proposal LBO which is "competitive . . . with other public sector employees having comparable duties, responsibilities, qualifications, and working conditions by occupational groups . . . [which] . . . falls reasonably within the range of compensation prevailing in the Washington, D.C., Standard Metropolitan Statistical Area (SMSA)."

FEMS uses the Washington D.C. SMSA as the source of compensation comparators, and its LBO is based on achieving a competitive compensation position within the boundaries of those comparators. The Washington D.C. SMSA includes the District of Columbia, the Maryland Counties of Calvert, Charles, Frederick, Montgomery and Prince George's; the Virginia Counties of Arlington, Clarke, Culpeper, Fairfax, Fauquier, Loudoun, Prince William, Rappahannock, Spotsylvania, Stafford and Warren and the independent cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas and Manassas Park; and the West Virginia County of Jefferson. From among these jurisdictions, the Department selected as comparators the City of Alexandria and Arlington, Fairfax, Loudoun and Prince William Counties in Virginia and Montgomery and Prince George's Counties in Maryland. Each of these jurisdictions is located within the D.C.-VA-MD-WV Metropolitan Statistical Area ("MSA"), the successor to the SMSA, and the list includes all fire and emergency services providers among general governments bordering Washington, D.C., as well as all others within the MSA serving a population of 250,000 or greater.

The Statute provides two, and only two, exceptions to using comparators within the Washington, D.C., SMSA: Arbitrators may examine compensation levels for public and/or private employees outside of the area and/or for federal government employees "when necessary to establish a reasonably representative statistical basis for compensation comparisons" or "when conditions in the local labor market require a larger sampling of prevailing compensation levels." IAFF asserts that the five Northeast Corridor cities of Baltimore, Boston, Newark, New York City and

Philadelphia, with similar fire and EMS departments according to IAFF, constitute the appropriate comparators for FEMS. I am not persuaded.

In the first instance, any exception permitting a wider view than the local SMSA is to be used only when necessary to establish a reasonably representative statistical basis for compensation comparisons or when conditions in the local labor market require a larger sampling of prevailing compensation levels. The Union failed to prove that the local SMSA data does not establish a "reasonably representative statistical basis" or that labor market conditions require a larger sampling. Thus, the statutory exceptions are not appropriately applied to this impasse.

Additionally, the Union failed to establish that its suggested Northeast Corridor comparators themselves provided a reasonably representative statistical basis for classification comparisons of comparable job duties and responsibilities. Moreover, IAFF failed to show that "conditions in the local labor market require a larger sampling of prevailing compensation levels" as required by DC Code § 1-611.03 in order to review comparators outside the Washington D.C. SMSA. FOP has not shown that either of the exceptions applies. In particular, I am persuaded by Mr. Nadol's explanation that, in the case of Philadelphia with 2,200 or 2,300 fire and emergency services personnel, there are no other departments in its metropolitan area that are in any way comparable, there being no other departments in its area with even 100 employees. Thus, IAFF's contention might be appropriate if the Department were trying to compare its firefighter compensation - which it is not - with compensation for firefighters in the communities of Gaithersburg, Rockville or Takoma Park.

The Department proved that the labor market for D.C. Firefighters is local: the vast majority of firefighter recruits come from the District, Maryland and Virginia, i.e., the Washington, D.C., SMSA. The vast majority of D.C. Firefighters live locally. While the Department may recruit beyond the

metropolitan area, the record establishes that FEMS recruits are mostly local. The Department showed there are enough local jurisdictions in the Washington, D.C., SMSA with firefighters performing similar duties which provides enough data for a statistically valid compensation comparison. Thus, there is no nation-wide, or regional (Northeast Corridor) labor market for firefighters; and IAFF's five-city Northeast Corridor comparator analysis contained in its LBO is not supported.

Implicit in the Union's argument that comparisons outside the local SMSA are necessary is its premise that D.C. firefighters perform their duties under more dangerous working conditions and in a more intense, complex and stressful environment than their suburban and smaller city counterparts. That argument may sell short IAFF Members' counterparts. I accept the complex and difficult work environment in which D.C. firefighters work; I am not convinced, however, that there is a bright line between the work they perform and the work firefighters in other, close-in jurisdictions such as Prince George's or Montgomery Counties or Alexandria City. This is especially so because the majority of firefighter activities relate to medical, not fire, situations. In such cases the demographic data, such as population density and age of construction, is of little consequence. Moreover, firefighters are in the same occupational groups and perform the same essential duties as their local comparators.

I am not persuaded, as the Union would have me conclude, that the comparative intensity and difficulty of the work D.C. firefighters perform, absent either of the two statutory exceptions, is a separate basis upon which to choose comparators. Nor should that intensity or difficulty automatically elevate District firefighters to the highest wage level among relevant departments. I note that, although Arbitrator Jascourt accepted the Union's assertion, based on a number of demographic factors, that cities in the Northeast Corridor provided the best comparators, both Arbitrator Jaffe, in his 2014 IAFF-FEMS interest arbitration award, and I, in the 2014 FOP-MPD interest arbitration

award, rejected that conclusion. Neither the evidence offered nor the arguments made in the instant dispute have substantially changed since the latter two Awards were issued; and I am persuaded that the same result - use of local comparators - is appropriate herein.

Furthermore, although the Union as contended that the demographic factors demonstrate that the Northeast Corridor cities are the District's proper cohort, it has made no linkage between these factors and compensation. Similarly, I am not convinced that the Union demonstrated that, although acknowledging that many jurisdictions face some of the same challenges as District firefighters, there are differences in degree that transform into differences in kind. The Union, as an example, presents information about Metro, noting that a large number of Metro's stations, including the busiest, are in the District and that they are mostly underground. It also contends that federally owned buildings and foreign-owned embassies pose particular challenges. However, I note that the Union assumes these things as facts but provides no actual evidence proving the implied additional challenges that result. For example, there is no evidence that medical responses are impacted by the fact that the District has more underground Metro stations or that firefighters are not permitted to practice their entry into federal or foreign-owned buildings in advance. The record contains little evidence of specific situations where the special status of such buildings has resulted in actual increased risk. Similarly, there is no evidence about the number of fires in underground stations in the District versus the other jurisdictions or the number of entries District firefighters had to make into government buildings (U.S. or foreign) to respond to fires versus the other jurisdictions. In any event, the Union offered no proof as to how these alleged "challenges" are related to compensation.

Finally, and contrary to the Department's contention (PHB, pp. 27-28), I am not persuaded that *D.C. Code* § 5-414, by itself, enumerates the appropriate comparators to be used in the instant

dispute. That statutory section pertains to the District of Columbia entering and renewing reciprocal agreements in order to provide "mutual aid" in the furnishing of firefighting personnel and equipment in emergency situations. Thus, although there is considerable overlap between the enumerated localities in § 5-414 and the comparators that FEMS has identified (and I have accepted) the comparators as appropriate because of competitiveness and comparability of firefighters duties, not because they are able to provide mutual aid through reciprocal agreements.

For these reasons, and inasmuch as D.C. Code § 1-611.03 constrains compensation comparators, I find that there are sufficient comparators within the Washington, D.C., SMSA for a valid compensation analysis and find, therefore, that FEMS's compensation review and analysis is appropriate and IAFF's not.

Future Compensation

As mentioned *supra*, the Parties' LBOs are consistent in offering no wage increase for FY 2015 but are 5% apart, on a non-compounded basis, for the remaining five years of the New Agreement. For those years, the Department proposes 3% increases effective at the beginning of each of the first two fiscal years and 2% increases effective at the beginning of each of the next three fiscal years, a non-compounded total of 12% over the life of the New Agreement; the Union proposes, for the same five years, 4% increases for the first two fiscal years and 3% increases for the next three fiscal years, a non-compounded total of 17% over the same period.

The Union contends that firefighters (and FOP-represented police officers) have historically received more in base wages than Compensation Units 1 and 2 and that, in essence, the results of the instant interest arbitration should be similar. I am not persuaded. As an initial matter, I note that there is nothing statutory that requires that firefighters receive greater increases than Comp Units 1 and 2. Furthermore, I note that the Union

concedes that, between 2004 and 2014, firefighters received a total increase (compounded) of 28.8% while members of Compensation Units 1 and 2 received 30.7%. (PHB, p. 20) I note that, conversely, in FYs 2012 and 2014, Comp Units 1 and 2 (and FOP) received no increases while firefighters received 3% and 3.5% respectively and for FYs 2016 and 2017, after which the Comp Units 1 and 2 (and FOP), the Department has proposed, and the two internal comparators received, 3% increases. Thus, the evidence demonstrates that IAFF sometimes receives more, sometimes less and sometimes the same percentage wage increases as the internal comparators.

Although the wage increases proposed by the Department are less than those proposed by the Union, the evidence does not demonstrate that the Department's proposed wage increases are "particularly unjustified." (Union's PHB, p. 21) The fact that Union members may receive less than Comp Units 1 and 2 in any particular year - and that, because the District passes through the Comp Unit 1 and 2 increases to the Department's command and supervisory staff, the differential between the pay received by rank-and-file members widens - is not a statutory basis for selecting the Union's higher proposal. In other years, the "differential" narrows, as it did in FYs 2012 and 2014, when Comp Units 1 and 2 (and, consequently, the Department's command and supervisory staff) did not receive any increases while rank-and-file members did.

I am also not persuaded by the Union's contention that, because the workload of firefighters has allegedly grown in recent years without a commensurate change in resources or staffing, the Department's proposal is somehow unjustified. Those facts, even if true, do not serve as a statutory basis for selecting the Union's LBO. Similarly, I am not persuaded that any of the other demographic changes to which the Union alludes are cause to select its LBO. The Union has failed to offer any link between workload factors and appropriate compensation and those factors certainly do not support IAFF's contention (PHB, p. 23) that it could justifiably ask for greater wage growth as compared to FOP and/or

Comp Units 1 and 2, than it actually does in its LBO. Furthermore, the statute offers no support for the proposition that such a link exists. Additionally, the Union's position presupposes that the workload of police and/or other blue-collar personnel has remained stagnant. It is likely that members of those other bargaining units would disagree. I conclude, therefore, that the Department's LBO on wages is competitive with the appropriate internal comparators.

I am similarly persuaded that FEMS's proposal is competitive with the local comparators as identified *supra*. As an initial matter, I find misplaced the Union's suggestion (PHB, p. 36) that the District must be the area's "employer of choice." The statute does not provide that the District be the "employer of choice," only that its compensation be "reasonably within the range" of the jurisdictions within the D.C. SMSA. That is not the "employer of choice," which suggests that the District always be ranked number one in compensation. However, even if that were a factor, the Union acknowledges that adoption of the Department's LBO will not have a significant effect on the District's relative standing with the local comparators. Thus, IAFF concedes that, under its comparison with contiguous suburban jurisdictions - a mix of close-in Maryland and Virginia jurisdictions, it is the Union's closest set of comparators to FEMS's local comparators - the District already ranks a close second to Prince George's County and, under the Department's LBO, the District would move up to first for the 20-year average and would be just eight cents behind Prince George's County for the 30-year average. I find, therefore, that the Union's own analysis demonstrates that, pursuant to D.C. Code §1-611.03(a)(1), firefighter wages under the Department's LBO will continue to be competitive, defined as "reasonably within the range of compensation prevailing" in the D.C. SMSA. Indeed, it will continue to be ranked at or close to the top, depending on the calculations chosen, under either offer.

I am also not persuaded by the Union's remaining contentions. For example, IAFF contends that, given the Employer's strong

financial condition, firefighters should be permitted to share in the benefits of the strong economy. Although *D.C. Code* § 1-617.02 requires that I consider the District's "[a]bility . . . to comply with the terms of [an] award," i.e., the District's "ability to pay", I am not instructed to consider the District's ability to pay more than what is required for compensation to be "reasonably within the range of compensation prevailing" in the D.C. SMSA. In any case, the Employer has not contended that it does not have the ability to pay, only that it is not necessary to select the Union's higher compensation proposal in order to meet the statutory standard.

As to the Union's assertion that it is separately entitled to "catch up" for the presumptive wage increase lost for FY 2015 as a result of PERB Opinion No. 1504 and the court's decision upholding OLRB's refusal to bargain compensation for that year, I note, as an initial matter, that I have no authority to overturn the PERB and court decisions. Those decisions resulted in both Parties submitting LBOs with no increase for FY 2015. Although the Union properly states that the PERB noted that its ruling was not intended to preclude IAFF from bargaining for additional increases in future years "to make up for any perceived losses" resulting from its inability to bargain compensation for FY 2015, the PERB did not require that the District, or I, agree to wage proposals that are structured or adjusted for the specific purpose of making up for the loss of any increase in FY 2015. The Department does not violate either the PERB decision or statute by "permanently hold[ing] those funds back, with no catch up in future years." (PHB, p. 29) it is the total wage package on which comparisons are to be based. I note that, although the PERB Opinion precluded the Parties from negotiating a pay increase for FY 2015, D.C. firefighters received other increases - a 3% increase during FY 2012 and a 3.5% increase during FY 2014 - that neither MPD nor Comp Units 1 and 2 received.

I am also not persuaded, as the Union would have me conclude, that the Department is maintaining that I am statutorily precluded

from considering data from any jurisdictions outside of the D.C. SMSA. Rather, the Department contends, and I am persuaded, that D.C. Code § 1-611.03 contains only two exceptions that permit examining compensation levels outside of the Washington, D.C., SMSA and that the Union failed to demonstrate the applicability of either exception.

I note that D.C. Code § 1-617.02 provides that, I must consider "at least" the four delineated criteria. That language, read in isolation, would, permit me to consider, in addition to the four criteria, factors like the compensation in other jurisdictions, such as in the Northeast Corridor. However, as indicated, D.C. Code § 1-611.03 specifically identifies the only two exceptions that may be considered when looking outside the SMSA to determine whether compensation is competitive, that is, whether it "falls reasonably within the range of compensation." Principles of contract interpretation provide that specific provisions outweigh general ones. As I have concluded *supra*, neither of the two exceptions is applicable in the instant dispute. Thus, outside comparators are not appropriate under the Statute.

Finally, I am not persuaded that Dr. Paulin "demonstrated" that the District is statistically more similar to the Northeast Corridor cities than to the local jurisdictions and that the demographic characteristics she used "have been shown . . . [to] affect fire fighter wages and compensation." She testified to that effect; however, I am not persuaded that the evidence establishes any linkage between the demographic factors and compensation. Furthermore, as noted *supra*, both Arbitrator Jaffe and I have previously rejected similar arguments to that effect and I reject it in the instant dispute.

I am persuaded, therefore, that the Department's LBO on wages is competitive with, and falls reasonably within the range of compensation prevailing in, the Washington, D.C., SMSA.

For all of the foregoing reasons, I find that the Employer's LBO for Article 42, Wages, is the more reasonable, under the applicable statutory standards, achieving a prompt and fair settlement of the dispute.

LEGAL, DENTAL and OPTICAL

ARTICLE 46, LEGAL PLAN

FEMS' s LBO:

Legal

FY 2015-2017 No change

FY 2018-2020 \$6.61 per pay period
4/1/18

IAFF' s LBO:

Section A:

The Employer shall continue to pay a legal services plan premium for each bargaining unit member. The monthly individual and/or family legal benefit premium shall be in the amount of \$5.85 per pay period. Effective April 1, 2018, the monthly premium shall increase to \$6.61 per pay period. Effective April 1, 2019, and on April 1 of each successive year of the agreement, the monthly premium shall increase by the percentage increase (if any) in CPI-W over the preceding twelve month period. The Employer shall make monthly premium payments directly to the designated provider of the legal services program.

Section B:

[No change proposed]

ARTICLE 47, OPTICAL AND DENTAL BENEFITS

FEMS' s LBO:

Optical

Dental

FY 2015-2017	No change	No change
FY 2018-2020	\$10.80 per month 4/1/18	\$60.81 per month 4/1/2018

IAFF's LBO:

Section A - Optical:

The Employer agrees to pay for each bargaining unit member the premium for self or self/family coverage in an approved optical plan at the rate of \$9.56 per month effective October 1, 2006. Effective April 1, 2018, the premium shall increase to \$10.80 per month. Effective April 1, 2019, and on April 1 of each successive year of the agreement, the monthly premium shall increase by the percentage increase (if any) in CPI-W over the preceding twelve month period. The Employer shall continue to make monthly premium payments directly to the provider of the optical service.

Section B - Dental:

[No change proposed]

Section C:

- (1) The Employer's monthly dental premium payments shall not exceed \$47.20 per month for each bargaining unit member effective October 1, 2006. Effective April 1, 2018, the monthly premium payment shall increase to \$60.81 per month for each bargaining unit member. Effective April 1, 2019, and on April 1 of each successive year of the agreement, the monthly premium shall increase by the percentage increase (if any) in CPI-W over the preceding twelve month period.

- (2) [No change proposed]

[No changes proposed to remaining Sections D-H]

CONTENTIONS OF THE PARTIES REGARDING FRINGE BENEFITS

FEMS argues that its benefits proposal is also more consistent with the D.C. Code than the Union's LBO. It contends that its current dental and optical benefits, that is, before the double-digit contribution increases proposed in its LBO for FY 2018, were already among the region's most generous. The Department points out that none of the other comparator jurisdictions even provide a prepaid legal services plan.

The Department also points out, with respect to dental coverage, that no comparator jurisdiction provides dental coverage without any employee premium contribution and argues that, as a result, FEMS dental coverage for its firefighters ranks first among the appropriate comparator jurisdictions. It further points out that firefighters contribute 100% of the premium in Alexandria, 20-25% in Arlington County, 50% in Fairfax County, 15-25% in Loudoun County, 64% in Prince William County, 25% in Montgomery County and 100% in Prince George's County. (EX 1T, p. 46)

FEMS maintains that, similarly, no comparator jurisdiction provides optical coverage without any employee premium contribution and contends that, as a result, the Department's optical coverage ranks first⁹ among the comparator jurisdictions. It points out that all other jurisdictions either include vision coverage under broader healthcare plans with premium cost-sharing or require an additional employee premium contribution for vision coverage.

For all of these reasons, the Department urges the impasse on fringe benefits should be resolved by approving its LBO.

IAFF argues that, since October 1, 2006, the Employer's payment for the legal benefit has increased only \$0.81 per pay

⁹The Department concedes that it is tied with Arlington, Fairfax and Loudoun Counties which include vision benefits with medical/dental coverage.

period, from \$5.04 to \$5.85, and its payments for dental and optical benefits have not increased at all. It contends that, as a result of the freeze in dental and optical benefits, the plans have been substantially reconfigured, with benefits slashed and out-of-pocket costs increased, and that, therefore, its benefits proposal is more reasonable. The Union points out that both Parties agree that the situation must be rectified, noting that both LBOs contain the same increases for all three plans effective April 1, 2018, but asserts that its proposal is superior because it will forestall future erosion of benefits by providing for annual increases commensurate with CPI-W growth in the two succeeding years of the New Agreement.

The Union further argues that its proposal is similar to the path taken in the Parties' past negotiated agreements and is consistent with the District's agreements with other bargaining units. As to the former, IAFF notes that payments for dental and optical benefits rose by 4% each year and for legal by more than 9% each year in the FY 2004-2007 agreement, and that, in FY 2008-2010, i.e., during the recession, it agreed to an economic freeze. It maintains that current CPI-W forecasts for 2019 and 2020 are somewhat lower and that, had benefit payment increases that both sides agree are appropriate had been averaged over the last 10 years, they would amount to between 2.5% and 3% per year for dental and legal and 1.18% per year for optical. (UX 16)

As to the other District units, IAFF argues that the FOP-MPD agreement includes a CPI-W escalator for dental, legal and optical benefit payments identical to what it proposes in the instant impasse, noting that the escalator language was proposed by the District in an interest arbitration proceeding over which I presided. It contends that the District also agreed to annual benefit payment increases for the prepaid legal plan in Compensation Units 1 and 2 in its recent settlement covering FYs 2018-2020.

The Union asserts that the Department has provided no justification for adopting a less favorable treatment for benefit payments for this unit than the same payments for FOP or Compensation Units 1 and 2 members. It maintains that both Parties' LBOs recognize that a "make-up" increase is needed now to raise benefit payments to an appropriate standard but, while it seeks to ensure that benefit payments maintain that standard by keeping pace with CPI-W, the Department's freeze all but assures that the standard will be eroded by the time they sit down to bargain a new agreement. IAFF contends that, if Management's motive in freezing payments is to save money, it did not make its case, because it provided no costing information and did not calculate the savings that might inure from its proposed benefit freeze. It notes, in any case, that it did not demand that Management write a blank check but, instead, proposed limits on benefit increases that are consistent with the Parties' negotiating history and with agreements with other District units.

For these reasons, the Union asserts that its LBO on legal, dental and optical benefits is more reasonable and should be adopted.

DISCUSSION REGARDING FRINGE BENEFITS

Both Parties' LBOs propose to increase the Department's premium contributions toward IAFF's Legal Plan and Optical and Dental benefits, effective April 1, 2018, by the same amounts. The difference between the two LBOs is that the Union's LBO proposes that, on April 1 of each of the two successive years, the contribution for each of the three benefits be adjusted by the percentage increase, if any, commensurate with CPI-W growth over the prior 12-month period, while FEMS's LBO does not change the contributions for the remainder of the contract.

The Department contends that it already ranks first among the comparator jurisdictions for each of these benefits, that no comparator jurisdiction provides dental or optical coverage without

any employee premium contribution, as the Employer does, and that no comparator jurisdiction provides a prepaid legal services plan at all. Conversely, the Union contends that its proposal for annual contribution increases in 2019 and 2020, if justified by CPI-W growth, is merely intended to forestall future erosion of benefits, while the Department's LBO, by freezing contributions, virtually guarantees such erosion.

The Union also contends that its proposal "is similar to the path taken in the parties' past negotiated agreements." (PHB, p. 13) I am not persuaded that, in fact, this is the case.

The Parties' 2004-2007 collective bargaining agreement contained annual increases as the Union described. Similarly, as the Union concedes, it agreed to a freeze for FYs 2008-2010 during the recession. However, the Union's argument ignores what happened between FYs 2011 and 2014. I note that, during arbitration, *and as adopted by Arbitrator Jaffe*, the Union proposed only one increase to the Department's contribution level for the Legal Plan and *no changes* to the contribution levels for the Optical and Dental benefits. Thus, with that single exception, the Parties' agreements, either as proposed by the Union or with its consent, have not contained annual increases, specified either as a dollar amount or a percentage increase, since the beginning of FY 2007 and, therefore, the Union's proposal is not "similar to the path taken" previously.

This is the third round of negotiations since FY 2007: For FYs 2008-2010, the Union agreed to freeze benefit contributions; for the period FYs 2011-2014, except for a one-time \$0.81 per pay period increase in FY 2014 for the Legal plan benefit, it proposed an additional freeze. Thus, the Union was very much a participant in the events that caused the outcome - since October 1, 2006, the Employer contribution for the Legal Plan benefit has increased only \$0.81 per pay period and payments for the dental and optical benefits have not increased at all - about which it now protests.

It is undisputed that no comparator jurisdiction provides its firefighters with a prepaid legal services plan. In addition, the Department is the only local jurisdiction that provides dental coverage without requiring an employee premium contribution, contributions that are not inconsequential, ranging from 20-25% in Arlington County to the entire premium in Prince George's County and the City of Alexandria. Finally, the Department is the only local jurisdiction that provides optical coverage without requiring an employee premium contribution, either under a broader healthcare plan with premium cost-sharing or an additional employee premium contribution specifically for vision coverage. Thus, the Employer is the only comparator jurisdiction that provides a prepaid legal services plan and ranks first among them in dental and optical contributions. The Union has offered no justification for FEMS providing more than what are already the highest contribution levels.

All things being equal, the fact that the other District units' collectively bargained agreements contain escalator clauses for some or all benefit contributions suggests that the Parties, left to their own devices, might ultimately have negotiated them also. Were I permitted to design a preferred compensation package, I might well have included such escalator clauses. However, at interest arbitration, I am only authorized to select one of the two compensation LBOs actually offered by the Parties - packages containing both wage and benefit proposals - and the fact, even if it were so, that one of the proposals might be improved upon is of no consequence. The benefits proposal is far smaller in value to employees than the wage package; and any conclusion that the District's wage package better meets the statutory criteria requires inclusion of its LBO on benefits as well: the tail cannot wag the dog.

In the instant dispute, both Parties have made the same proposals through March 2019. Given that the Department's contributions are already higher than in any surrounding comparator, the exclusion of an escalator clause in both articles

does not render the Department's LBO, overall, the less reasonable under the statutory standards.

For all these reasons, I find that the Employer's fringe benefits LBO for Articles 46 and 47 is the more reasonable, under the applicable statutory standards, achieving a prompt and fair settlement of the dispute.

CONCLUSION

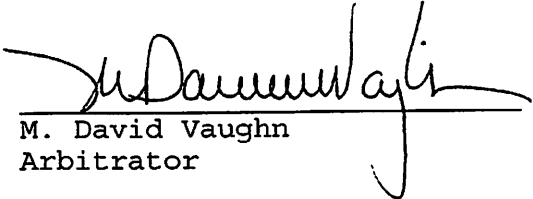
Ground Rules § 6, require me to decide which total compensation issues and compensation-related package is most consistent with applicable statutory standards. I hold, pursuant to the principles provided in D.C. Code §§ 1-611.03 and 1-617.17, that FEMS's LBO on Article 42, Wages, Article 46, Legal Plan, and Article 47, Optical and Dental Benefits, as a whole package, achieves a prompt and fair settlement of the dispute. As between the FEMS and IAFF packages of Compensation Issues, the Employer's package better meets the statutory standards.

A W A R D

Pursuant to D.C. Code §§ 1-611.03 and 1-617.17, the last best offers on Compensation issues proposed by the Fire and Emergency Medical Services Department of the District of Columbia consisting of its offers on Article 42, Wages; Article 46, Legal Plan; and Article 47, Optical and Dental Benefits are to be awarded as a whole package. FEMS's whole Compensation package best achieves a prompt and fair settlement of the impasse dispute and is most consistent with applicable law.

The terms of the New Agreement shall thus consist of the Compensation LBO of the Fire and Emergency Medical Services Department of the District of Columbia. Those provisions for which no separate Award is made are carried over, without change, from the Expired Agreement. It is so AWARDED.

Issued at Clarksville, Maryland this 5th day of April, 2018.


M. David Vaughn
Arbitrator

District of Columbia Salary Schedule: Fire Service (Union)



			Affected CBU/Service Code(s):	LAA D02, LAA D03*, LAA D12, LAA D13*, LAB D02, LAB D03*, LAB D12, LAB D13*
Effective Date:	October 4, 2015	FY: 2016		
Union/Nonunion:	Union			
Pay Plan Schedule (DS/WG):	Fire Service			
PeopleSoft Schedule:	DS0072 FS0072 (42hrs)			
% Increase:	3.0%			
Resolution Number:				
Date of Resolution:				

		Step									
Grade		1	2	3	4	5	6	7	8	9	
Class 01 - Private	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$ 50,346	\$ 51,858	\$ 54,373	\$ 56,891	\$ 60,417	\$ 63,942	\$ 67,465	\$ 70,987	\$ 74,515	
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 52,863	\$ 54,451	\$ 57,092	\$ 59,736	\$ 63,438	\$ 67,139	\$ 70,838	\$ 74,536	\$ 78,241	
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 55,381	\$ 57,044	\$ 59,810	\$ 62,580	\$ 66,459	\$ 70,336	\$ 74,212	\$ 78,086	\$ 81,967	
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 57,898	\$ 59,637	\$ 62,529	\$ 65,425	\$ 69,480	\$ 73,533	\$ 77,585	\$ 81,635	\$ 85,692	
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 60,415	\$ 62,230	\$ 65,248	\$ 68,269	\$ 72,500	\$ 76,730	\$ 80,958	\$ 85,184	\$ 89,418	
Class 01b - Firefighter/Technician	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$ 52,864	\$ 54,376	\$ 56,890	\$ 59,408	\$ 62,934	\$ 66,460	\$ 69,982	\$ 73,504	\$ 77,033	
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 55,507	\$ 57,095	\$ 59,735	\$ 62,378	\$ 66,081	\$ 69,783	\$ 73,481	\$ 77,179	\$ 80,885	
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 58,150	\$ 59,814	\$ 62,579	\$ 65,349	\$ 69,227	\$ 73,106	\$ 76,980	\$ 80,854	\$ 84,736	
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 60,794	\$ 62,532	\$ 65,424	\$ 68,319	\$ 72,374	\$ 76,429	\$ 80,479	\$ 84,530	\$ 88,588	
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 63,437	\$ 65,251	\$ 68,268	\$ 71,290	\$ 75,521	\$ 79,752	\$ 83,978	\$ 88,205	\$ 92,440	
Class 01c - Firefighter/Paramedic	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$ 57,898	\$ 59,410	\$ 61,925	\$ 64,443	\$ 67,969	\$ 71,494	\$ 75,017	\$ 78,539	\$ 82,067	
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 60,793	\$ 62,381	\$ 65,021	\$ 67,665	\$ 71,367	\$ 75,069	\$ 78,768	\$ 82,466	\$ 86,170	
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 63,688	\$ 65,351	\$ 68,118	\$ 70,887	\$ 74,766	\$ 78,643	\$ 82,519	\$ 86,393	\$ 90,274	
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 66,583	\$ 68,322	\$ 71,214	\$ 74,109	\$ 78,164	\$ 82,218	\$ 86,270	\$ 90,320	\$ 94,377	
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 69,478	\$ 71,292	\$ 74,310	\$ 77,332	\$ 81,563	\$ 85,793	\$ 90,020	\$ 94,247	\$ 98,480	
Class 01d - Technician/Paramedic	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$ 60,416	\$ 61,928	\$ 64,442	\$ 66,960	\$ 70,486	\$ 74,012	\$ 77,534	\$ 81,056	\$ 84,585	
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 63,437	\$ 65,024	\$ 67,664	\$ 70,308	\$ 74,010	\$ 77,713	\$ 81,411	\$ 85,109	\$ 88,814	
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 66,458	\$ 68,121	\$ 70,886	\$ 73,656	\$ 77,535	\$ 81,413	\$ 85,287	\$ 89,162	\$ 93,044	
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 69,478	\$ 71,217	\$ 74,108	\$ 77,004	\$ 81,059	\$ 85,114	\$ 89,164	\$ 93,214	\$ 97,273	
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 72,499	\$ 74,314	\$ 77,330	\$ 80,352	\$ 84,583	\$ 88,814	\$ 93,041	\$ 97,267	\$ 101,502	
Class 02 - Inspector	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$ 57,398	\$ 60,840	\$ 64,284	\$ 67,726	\$ 71,744	\$ 75,763	\$ 79,778			
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 60,268	\$ 63,882	\$ 67,498	\$ 71,112	\$ 75,331	\$ 79,551	\$ 83,767			
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 63,138	\$ 66,924	\$ 70,712	\$ 74,499	\$ 78,918	\$ 83,339	\$ 87,756			
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 66,008	\$ 69,966	\$ 73,927	\$ 77,885	\$ 82,506	\$ 87,127	\$ 91,745			
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 68,878	\$ 73,008	\$ 77,141	\$ 81,271	\$ 86,093	\$ 90,916	\$ 95,734			
Class 02b - Inspector/Technician	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$ 59,914	\$ 63,357	\$ 66,803	\$ 70,244	\$ 74,261	\$ 78,278	\$ 82,294			
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 62,910	\$ 66,525	\$ 70,143	\$ 73,756	\$ 77,974	\$ 82,192	\$ 86,409			
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 65,905	\$ 69,693	\$ 73,483	\$ 77,268	\$ 81,687	\$ 86,106	\$ 90,523			
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 68,901	\$ 72,861	\$ 76,823	\$ 80,781	\$ 85,400	\$ 90,020	\$ 94,638			
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 71,897	\$ 76,028	\$ 80,164	\$ 84,293	\$ 89,113	\$ 93,934	\$ 98,753			

District of Columbia Salary Schedule: Fire Service (Union)



			Affected CBU/Service Code(s):							LAA D02, LAA D03*, LAA D12, LAA D13*, LAB D02, LAB D03*, LAB D12, LAB D13*					
Effective Date:	October 4, 2015	FY: 2016													
Union/Nonunion:	Union														
Pay Plan Schedule (DS/WG):	Fire Service														
PeopleSoft Schedule:	DS0072 FS0072 (42hrs)														
% Increase:	3.0%														
Resolution Number:															
Date of Resolution:															
			Step												
Grade			1	2	3	4	5	6	7	8	9				
Class 02c - Fire Investigator	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$	59,914	\$	63,357	\$	66,803	\$	70,237	\$	74,261	\$	78,278	\$	82,294
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	62,910	\$	66,525	\$	70,143	\$	73,749	\$	77,974	\$	82,192	\$	86,409
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	65,905	\$	69,693	\$	73,483	\$	77,261	\$	81,687	\$	86,106	\$	90,523
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	68,901	\$	72,861	\$	76,823	\$	80,773	\$	85,400	\$	90,020	\$	94,638
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	71,897	\$	76,028	\$	80,164	\$	84,284	\$	89,113	\$	93,934	\$	98,753
Class 02d - Arson Investigator (armed	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$	62,432	\$	65,875	\$	69,320	\$	72,761	\$	76,779	\$	80,798	\$	84,811
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	65,554	\$	69,169	\$	72,786	\$	76,399	\$	80,618	\$	84,838	\$	89,052
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	68,675	\$	72,463	\$	76,252	\$	80,037	\$	84,457	\$	88,878	\$	93,292
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	71,797	\$	75,756	\$	79,718	\$	83,675	\$	88,296	\$	92,918	\$	97,533
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	74,918	\$	79,050	\$	83,184	\$	87,313	\$	92,135	\$	96,958	\$	101,773
Class 03 - Asst. Pilot/Asst. Marine En	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$	62,933	\$	66,079	\$	69,227	\$	72,374	\$	76,149	\$	79,927	\$	83,703
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	66,080	\$	69,383	\$	72,688	\$	75,993	\$	79,956	\$	83,923	\$	87,888
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	69,226	\$	72,687	\$	76,150	\$	79,611	\$	83,764	\$	87,920	\$	92,073
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	72,373	\$	75,991	\$	79,611	\$	83,230	\$	87,571	\$	91,916	\$	96,258
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	75,520	\$	79,295	\$	83,072	\$	86,849	\$	91,379	\$	95,912	\$	100,444
Class 04 - Sergeant	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$	68,379	\$	71,795	\$	75,386	\$	79,157	\$	83,113	\$	87,271		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	71,798	\$	75,385	\$	79,155	\$	83,115	\$	87,269	\$	91,635		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	75,217	\$	78,975	\$	82,925	\$	87,073	\$	91,424	\$	95,998		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	78,636	\$	82,564	\$	86,694	\$	91,031	\$	95,580	\$	100,362		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	82,055	\$	86,154	\$	90,463	\$	94,988	\$	99,736	\$	104,725		
Class 04b - Sergeant/Paramedic	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$	75,931	\$	79,347	\$	82,938	\$	86,708	\$	90,665	\$	94,823		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	79,728	\$	83,314	\$	87,085	\$	91,043	\$	95,198	\$	99,564		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	83,524	\$	87,282	\$	91,232	\$	95,379	\$	99,732	\$	104,305		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	87,321	\$	91,249	\$	95,379	\$	99,714	\$	104,265	\$	109,046		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	91,117	\$	95,216	\$	99,526	\$	104,050	\$	108,798	\$	113,788		
Class 05 - Lieutenant	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$	79,186	\$	83,461	\$	87,971	\$	92,721	\$	97,725				
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	83,145	\$	87,634	\$	92,370	\$	97,357	\$	102,611				
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	87,105	\$	91,807	\$	96,768	\$	101,993	\$	107,498				
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	91,064	\$	95,980	\$	101,167	\$	106,629	\$	112,384				
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	95,023	\$	100,153	\$	105,565	\$	111,265	\$	117,270				

District of Columbia Salary Schedule: Fire Service (Union)



			Affected CBU/Service Code(s):	LAA D02, LAA D03*, LAA D12, LAA D13*, LAB D02, LAB D03*, LAB D12, LAB D13*
Effective Date:	October 4, 2015	FY: 2016		
Union/Nonunion:	Union			
Pay Plan Schedule (DS/WG):	Fire Service			
PeopleSoft Schedule:	DS0072 FS0072 (42hrs)			
% Increase:	3.0%			
Resolution Number:				
Date of Resolution:				

Grade		1	2	3	4	Step	5	6	7	8	9
Class 05b - Lieutenant/Paramedic	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$ 86,738	\$ 91,013	\$ 95,523	\$ 100,273	\$	105,277				
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 91,075	\$ 95,564	\$ 100,299	\$ 105,287	\$	110,541				
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 95,412	\$ 100,114	\$ 105,075	\$ 110,300	\$	115,805				
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 99,749	\$ 104,665	\$ 109,851	\$ 115,314	\$	121,069				
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 104,086	\$ 109,216	\$ 114,628	\$ 120,328	\$	126,332				
Class 06 - Pilot/Marine Eng.	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$ 86,348	\$ 90,927	\$ 95,748	\$ 100,824						
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 90,665	\$ 95,473	\$ 100,535	\$ 105,865						
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 94,983	\$ 100,020	\$ 105,323	\$ 110,906						
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 99,300	\$ 104,566	\$ 110,110	\$ 115,948						
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 103,618	\$ 109,112	\$ 114,898	\$ 120,989						
Class 07 - Captain	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$ 93,636	\$ 98,506	\$ 103,629	\$ 109,019						
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 98,318	\$ 103,431	\$ 108,810	\$ 114,470						
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 103,000	\$ 108,357	\$ 113,992	\$ 119,921						
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 107,681	\$ 113,282	\$ 119,173	\$ 125,372						
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 112,363	\$ 118,207	\$ 124,355	\$ 130,823						
Class 07b - Captain/Paramedic	Base Pay with 3% Increase as of October 4, 2015 = Base Pay #1	\$ 101,188	\$ 106,058	\$ 111,181	\$ 116,571						
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 106,247	\$ 111,361	\$ 116,740	\$ 122,400						
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 111,307	\$ 116,664	\$ 122,299	\$ 128,228						
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 116,366	\$ 121,967	\$ 127,858	\$ 134,057						
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 121,426	\$ 127,270	\$ 133,417	\$ 139,885						

District of Columbia Salary Schedule: Fire Service (Union)



			Affected CBU/Service Code(s):										LAA D02, LAA D03*, LAA D12, LAA D13*, LAB D02, LAB D03*, LAB D12, LAB D13*	
Effective Date:	October 2, 2016	FY: 2017												
Union/Nonunion:	Union													
Pay Plan Schedule (DS/WG):	Fire Service													
PeopleSoft Schedule:	DS0072 FS0072 (42hrs)													
% Increase:	3.0%													
Resolution Number:														
Date of Resolution:														
			Step											
Grade		1	2	3	4	5	6	7	8	9				
Class 01 - Private	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$ 51,856	\$ 53,414	\$ 56,004	\$ 58,598	\$ 62,230	\$ 65,860	\$ 69,489	\$ 73,117	\$ 76,750				
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 54,449	\$ 56,085	\$ 58,804	\$ 61,528	\$ 65,342	\$ 69,153	\$ 72,963	\$ 76,773	\$ 80,588				
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 57,042	\$ 58,755	\$ 61,604	\$ 64,458	\$ 68,453	\$ 72,446	\$ 76,438	\$ 80,429	\$ 84,425				
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 59,634	\$ 61,426	\$ 64,405	\$ 67,388	\$ 71,565	\$ 75,739	\$ 79,912	\$ 84,085	\$ 88,263				
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 62,227	\$ 64,097	\$ 67,205	\$ 70,318	\$ 74,676	\$ 79,032	\$ 83,387	\$ 87,740	\$ 92,100				
Class 01b - Firefighter/Technician	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$ 54,450	\$ 56,007	\$ 58,597	\$ 61,190	\$ 64,822	\$ 68,454	\$ 72,081	\$ 75,709	\$ 79,344				
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 57,173	\$ 58,807	\$ 61,527	\$ 64,250	\$ 68,063	\$ 71,877	\$ 75,685	\$ 79,494	\$ 83,311				
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 59,895	\$ 61,608	\$ 64,457	\$ 67,309	\$ 71,304	\$ 75,299	\$ 79,289	\$ 83,280	\$ 87,278				
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 62,618	\$ 64,408	\$ 67,387	\$ 70,369	\$ 74,545	\$ 78,722	\$ 82,893	\$ 87,065	\$ 91,246				
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 65,340	\$ 67,208	\$ 70,316	\$ 73,428	\$ 77,786	\$ 82,145	\$ 86,497	\$ 90,851	\$ 95,213				
Class 01c - Firefighter/Paramedic	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$ 59,635	\$ 61,192	\$ 63,783	\$ 66,376	\$ 70,008	\$ 73,639	\$ 77,268	\$ 80,895	\$ 84,529				
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 62,617	\$ 64,252	\$ 66,972	\$ 69,695	\$ 73,508	\$ 77,321	\$ 81,131	\$ 84,940	\$ 88,755				
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 65,599	\$ 67,311	\$ 70,161	\$ 73,014	\$ 77,009	\$ 81,003	\$ 84,995	\$ 88,985	\$ 92,982				
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 68,580	\$ 70,371	\$ 73,350	\$ 76,332	\$ 80,509	\$ 84,685	\$ 88,858	\$ 93,029	\$ 97,208				
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 71,562	\$ 73,430	\$ 76,540	\$ 79,651	\$ 84,010	\$ 88,367	\$ 92,722	\$ 97,074	\$ 101,435				
Class 01d - Technician/Paramedic	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$ 62,228	\$ 63,786	\$ 66,375	\$ 68,969	\$ 72,601	\$ 76,232	\$ 79,860	\$ 83,488	\$ 87,123				
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 65,339	\$ 66,975	\$ 69,694	\$ 72,417	\$ 76,231	\$ 80,044	\$ 83,853	\$ 87,662	\$ 91,479				
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 68,451	\$ 70,165	\$ 73,013	\$ 75,866	\$ 79,861	\$ 83,855	\$ 87,846	\$ 91,837	\$ 95,835				
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 71,562	\$ 73,354	\$ 76,331	\$ 79,314	\$ 83,491	\$ 87,667	\$ 91,839	\$ 96,011	\$ 100,191				
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 74,674	\$ 76,543	\$ 79,650	\$ 82,763	\$ 87,121	\$ 91,478	\$ 95,832	\$ 100,186	\$ 104,548				
Class 02 - Inspector	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$ 59,120	\$ 62,665	\$ 66,213	\$ 69,758	\$ 73,896	\$ 78,036	\$ 82,171						
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 62,076	\$ 65,798	\$ 69,524	\$ 73,246	\$ 77,591	\$ 81,938	\$ 86,280						
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 65,032	\$ 68,932	\$ 72,834	\$ 76,734	\$ 81,286	\$ 85,840	\$ 90,388						
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 67,988	\$ 72,065	\$ 76,145	\$ 80,222	\$ 84,980	\$ 89,741	\$ 94,497						
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 70,944	\$ 75,198	\$ 79,456	\$ 83,710	\$ 88,675	\$ 93,643	\$ 98,605						
Class 02b - Inspector/Technician	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$ 61,711	\$ 65,258	\$ 68,807	\$ 72,351	\$ 76,489	\$ 80,626	\$ 84,763						
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 64,797	\$ 68,521	\$ 72,247	\$ 75,969	\$ 80,313	\$ 84,657	\$ 89,001						
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 67,882	\$ 71,784	\$ 75,688	\$ 79,586	\$ 84,138	\$ 88,689	\$ 93,239						
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 70,968	\$ 75,047	\$ 79,128	\$ 83,204	\$ 87,962	\$ 92,720	\$ 97,477						
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 74,053	\$ 78,310	\$ 82,568	\$ 86,821	\$ 91,787	\$ 96,751	\$ 101,716						

District of Columbia Salary Schedule: Fire Service (Union)



			Affected CBU/Service Code(s):										LAA D02, LAA D03*, LAA D12, LAA D13*, LAB D02, LAB D03*, LAB D12, LAB D13*			
Effective Date:	October 2, 2016	FY: 2017														
Union/Nonunion:	Union															
Pay Plan Schedule (DS/WG):	Fire Service															
PeopleSoft Schedule:	DS0072 FS0072 (42hrs)															
% Increase:	3.0%															
Resolution Number:																
Date of Resolution:																
			Step													
Grade			1	2	3	4	5	6	7	8	9					
Class 02c - Fire Investigator	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$	61,711	\$	65,258	\$	68,807	\$	72,344	\$	76,489	\$	80,626	\$	84,763	
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	64,797	\$	68,521	\$	72,247	\$	75,981	\$	80,313	\$	84,657	\$	89,001	
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	67,882	\$	71,784	\$	75,688	\$	79,578	\$	84,138	\$	88,689	\$	93,239	
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	70,968	\$	75,047	\$	79,128	\$	83,196	\$	87,962	\$	92,720	\$	97,477	
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	74,053	\$	78,310	\$	82,568	\$	86,813	\$	91,787	\$	96,751	\$	101,716	
Class 02d - Arson Investigator (armed	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$	64,305	\$	67,851	\$	71,400	\$	74,944	\$	79,082	\$	83,222	\$	87,355	
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	67,520	\$	71,244	\$	74,970	\$	78,691	\$	83,036	\$	87,383	\$	91,723	
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	70,736	\$	74,636	\$	78,540	\$	82,438	\$	86,990	\$	91,544	\$	96,091	
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	73,951	\$	78,029	\$	82,110	\$	86,186	\$	90,944	\$	95,705	\$	100,458	
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	77,166	\$	81,421	\$	85,680	\$	89,933	\$	94,898	\$	99,866	\$	104,826	
Class 03 - Asst. Pilot/Asst. Marine Enr	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$	64,821	\$	68,061	\$	71,304	\$	74,545	\$	78,433	\$	82,325	\$	86,214	
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	68,062	\$	71,464	\$	74,869	\$	78,272	\$	82,355	\$	86,441	\$	90,525	
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	71,303	\$	74,867	\$	78,434	\$	82,000	\$	86,276	\$	90,558	\$	94,835	
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	74,544	\$	78,270	\$	82,000	\$	85,727	\$	90,198	\$	94,674	\$	99,146	
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	77,785	\$	81,673	\$	85,565	\$	89,454	\$	94,120	\$	98,790	\$	103,457	
Class 04 - Sergeant	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$	70,430	\$	73,949	\$	77,648	\$	81,532	\$	85,606	\$	89,889			
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	73,952	\$	77,646	\$	81,530	\$	85,609	\$	89,886	\$	94,383			
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	77,473	\$	81,344	\$	85,413	\$	89,685	\$	94,167	\$	98,878			
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	80,995	\$	85,041	\$	89,295	\$	93,762	\$	98,447	\$	103,372			
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	84,516	\$	88,739	\$	93,178	\$	97,838	\$	102,727	\$	107,867			
Class 04b - Sergeant/Paramedic	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$	78,209	\$	81,727	\$	85,426	\$	89,309	\$	93,385	\$	97,668			
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	82,119	\$	85,813	\$	89,697	\$	93,774	\$	98,054	\$	102,551			
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	86,030	\$	89,900	\$	93,969	\$	98,240	\$	102,724	\$	107,435			
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	89,940	\$	93,986	\$	98,240	\$	102,705	\$	107,393	\$	112,318			
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	93,851	\$	98,072	\$	102,511	\$	107,171	\$	112,062	\$	117,202			
Class 05 - Lieutenant	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$	81,562	\$	85,965	\$	90,610	\$	95,503	\$	100,657					
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	85,640	\$	90,263	\$	95,141	\$	100,278	\$	105,690					
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	89,718	\$	94,562	\$	99,671	\$	105,053	\$	110,723					
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	93,796	\$	98,860	\$	104,202	\$	109,828	\$	115,756					
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	97,874	\$	103,158	\$	108,732	\$	114,604	\$	120,788					

District of Columbia Salary Schedule: Fire Service (Union)



			Affected CBU/Service Code(s):		LAA D02, LAA D03*, LAA D12, LAA D13*, LAB D02, LAB D03*, LAB D12, LAB D13*
Effective Date:	October 2, 2016	FY:	2017		

Union/Nonunion: Union
Pay Plan Schedule (DS/WG): Fire Service
PeopleSoft Schedule: DS0072 FS0072 (42hrs)

% Increase: 3.0%

Resolution Number:

Date of Resolution:

		Step								
Grade		1	2	3	4	5	6	7	8	9
Class 05b - Lieutenant/Paramedic	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$ 89,340	\$ 93,743	\$ 98,389	\$ 103,281	\$ 108,435				
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 93,807	\$ 98,430	\$ 103,308	\$ 108,445	\$ 113,857				
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 98,274	\$ 103,117	\$ 108,228	\$ 113,609	\$ 119,279				
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 102,741	\$ 107,804	\$ 113,147	\$ 118,773	\$ 124,700				
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 107,208	\$ 112,492	\$ 118,067	\$ 123,937	\$ 130,122				
Class 06 - Pilot/Marine Eng.	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$ 88,938	\$ 93,655	\$ 98,620	\$ 103,849					
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 93,385	\$ 98,338	\$ 103,551	\$ 109,041					
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 97,832	\$ 103,021	\$ 108,482	\$ 114,234					
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 102,279	\$ 107,703	\$ 113,413	\$ 119,426					
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 106,726	\$ 112,386	\$ 118,344	\$ 124,619					
Class 07 - Captain	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$ 96,445	\$ 101,461	\$ 106,738	\$ 112,290					
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 101,267	\$ 106,534	\$ 112,075	\$ 117,905					
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 106,090	\$ 111,607	\$ 117,412	\$ 123,519					
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 110,912	\$ 116,680	\$ 122,749	\$ 129,134					
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 115,734	\$ 121,753	\$ 128,086	\$ 134,748					
Class 07b - Captain/Paramedic	Base Pay with 3% Increase as of October 2, 2016 = Base Pay #1	\$ 104,224	\$ 109,240	\$ 114,516	\$ 120,068					
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 109,435	\$ 114,702	\$ 120,242	\$ 126,071					
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 114,646	\$ 120,164	\$ 125,968	\$ 132,075					
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 119,858	\$ 125,626	\$ 131,693	\$ 138,078					
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 125,069	\$ 131,088	\$ 137,419	\$ 144,082					

District of Columbia Salary Schedule: Fire Service (Union)



			Affected CBU/Service Code(s):	LAA D02, LAA D03*, LAA D12, LAA D13*, LAB D02, LAB D03*, LAB D12, LAB D13*
Effective Date:	October 1, 2017	FY: 2018		
Union/Nonunion:	Union			
Pay Plan Schedule (DS/WG):	Fire Service			
PeopleSoft Schedule:	DS0072 FS0072 (42hrs)			
% Increase:	2.0%			
Resolution Number:				
Date of Resolution:				

		Step									
Grade		1	2	3	4	5	6	7	8	9	
Class 01 - Private	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 52,893	\$ 54,482	\$ 57,124	\$ 59,770	\$ 63,475	\$ 67,177	\$ 70,879	\$ 74,579	\$ 78,285	
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 55,538	\$ 57,206	\$ 59,980	\$ 62,759	\$ 66,649	\$ 70,536	\$ 74,423	\$ 78,308	\$ 82,199	
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 58,182	\$ 59,930	\$ 62,836	\$ 65,747	\$ 69,823	\$ 73,895	\$ 77,967	\$ 82,037	\$ 86,114	
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 60,827	\$ 62,654	\$ 65,693	\$ 68,736	\$ 72,996	\$ 77,254	\$ 81,511	\$ 85,766	\$ 90,028	
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 63,472	\$ 65,378	\$ 68,549	\$ 71,724	\$ 76,170	\$ 80,612	\$ 85,055	\$ 89,495	\$ 93,942	
Class 01b - Firefighter/Technician	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 55,539	\$ 57,127	\$ 59,769	\$ 62,414	\$ 66,118	\$ 69,823	\$ 73,523	\$ 77,223	\$ 80,931	
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 58,316	\$ 59,983	\$ 62,757	\$ 65,535	\$ 69,424	\$ 73,314	\$ 77,199	\$ 81,084	\$ 84,978	
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 61,093	\$ 62,840	\$ 65,746	\$ 68,655	\$ 72,730	\$ 76,805	\$ 80,875	\$ 84,945	\$ 89,024	
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 63,870	\$ 65,696	\$ 68,734	\$ 71,776	\$ 76,036	\$ 80,296	\$ 84,551	\$ 88,806	\$ 93,071	
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 66,647	\$ 68,552	\$ 71,723	\$ 74,897	\$ 79,342	\$ 83,788	\$ 88,228	\$ 92,668	\$ 97,117	
Class 01c - Firefighter/Paramedic	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 60,828	\$ 62,416	\$ 65,059	\$ 67,704	\$ 71,408	\$ 75,112	\$ 78,813	\$ 82,513	\$ 86,220	
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 63,869	\$ 65,537	\$ 68,312	\$ 71,089	\$ 74,978	\$ 78,868	\$ 82,754	\$ 86,639	\$ 90,531	
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 66,911	\$ 68,658	\$ 71,565	\$ 74,474	\$ 78,549	\$ 82,623	\$ 86,694	\$ 90,764	\$ 94,842	
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 69,952	\$ 71,778	\$ 74,818	\$ 77,860	\$ 82,119	\$ 86,379	\$ 90,635	\$ 94,890	\$ 99,153	
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 72,994	\$ 74,899	\$ 78,071	\$ 81,245	\$ 85,690	\$ 90,134	\$ 94,576	\$ 99,016	\$ 103,464	
Class 01d - Technician/Paramedic	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 63,473	\$ 65,062	\$ 67,703	\$ 70,348	\$ 74,053	\$ 77,757	\$ 81,457	\$ 85,158	\$ 88,865	
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 66,647	\$ 68,315	\$ 71,088	\$ 73,865	\$ 77,756	\$ 81,645	\$ 85,530	\$ 89,416	\$ 93,308	
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 69,820	\$ 71,568	\$ 74,473	\$ 77,383	\$ 81,458	\$ 85,533	\$ 89,603	\$ 93,674	\$ 97,752	
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 72,994	\$ 74,821	\$ 77,858	\$ 80,900	\$ 85,161	\$ 89,421	\$ 93,676	\$ 97,932	\$ 102,195	
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 76,168	\$ 78,074	\$ 81,244	\$ 84,418	\$ 88,864	\$ 93,308	\$ 97,748	\$ 102,190	\$ 106,638	
Class 02 - Inspector	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 60,302	\$ 63,918	\$ 67,537	\$ 71,153	\$ 75,374	\$ 79,597	\$ 83,814			
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 63,317	\$ 67,114	\$ 70,914	\$ 74,711	\$ 79,143	\$ 83,577	\$ 88,005			
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 66,332	\$ 70,310	\$ 74,291	\$ 78,268	\$ 82,911	\$ 87,557	\$ 92,195			
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 69,347	\$ 73,506	\$ 77,668	\$ 81,826	\$ 86,680	\$ 91,537	\$ 96,386			
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 72,362	\$ 76,702	\$ 81,044	\$ 85,384	\$ 90,449	\$ 95,516	\$ 100,577			
Class 02b - Inspector/Technician	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 62,945	\$ 66,563	\$ 70,183	\$ 73,798	\$ 78,019	\$ 82,239	\$ 86,458			
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 66,092	\$ 69,891	\$ 73,692	\$ 77,488	\$ 81,920	\$ 86,351	\$ 90,781			
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 69,240	\$ 73,219	\$ 77,201	\$ 81,178	\$ 85,821	\$ 90,463	\$ 95,104			
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 72,387	\$ 76,547	\$ 80,710	\$ 84,868	\$ 89,722	\$ 94,575	\$ 99,427			
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 75,534	\$ 79,876	\$ 84,220	\$ 88,558	\$ 93,623	\$ 98,687	\$ 103,750			

District of Columbia Salary Schedule: Fire Service (Union)



Effective Date: October 1, 2017

Union/Nonunion: Union

Pay Plan Schedule (DS/WG): Fire Service

PeopleSoft Schedule: DS0072 FS0072 (42hrs)

% Increase: 2.0%

Resolution Number:

Date of Resolution:

Affected CBU/Service Code(s):

LAA D02, LAA D03*, LAA D12,
LAA D13*, LAB D02, LAB D03*,
LAB D12, LAB D13*

Grade		Step								
		1	2	3	4	5	6	7	8	9
Class 02c - Fire Investigator	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 62,945	\$ 66,563	\$ 70,183	\$ 73,798	\$ 78,019	\$ 82,239	\$ 86,458		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 66,092	\$ 69,891	\$ 73,692	\$ 77,488	\$ 81,920	\$ 86,351	\$ 90,781		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 69,240	\$ 73,219	\$ 77,201	\$ 81,178	\$ 85,821	\$ 90,463	\$ 95,104		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 72,387	\$ 76,547	\$ 80,710	\$ 84,868	\$ 89,722	\$ 94,575	\$ 99,427		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 75,534	\$ 79,876	\$ 84,220	\$ 88,558	\$ 93,623	\$ 98,687	\$ 103,750		
Class 02d - Arson Investigator (armed)	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 65,591	\$ 69,208	\$ 72,828	\$ 76,443	\$ 80,664	\$ 84,886	\$ 89,102		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 68,871	\$ 72,668	\$ 76,469	\$ 80,265	\$ 84,697	\$ 89,130	\$ 93,557		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 72,150	\$ 76,129	\$ 80,111	\$ 84,087	\$ 88,730	\$ 93,375	\$ 98,012		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 75,430	\$ 79,589	\$ 83,752	\$ 87,909	\$ 92,764	\$ 97,619	\$ 102,467		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 78,709	\$ 83,050	\$ 87,394	\$ 91,732	\$ 96,797	\$ 101,863	\$ 106,922		
Class 03 - Asst. Pilot/Asst. Marine Engr	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 66,117	\$ 69,422	\$ 72,730	\$ 76,036	\$ 80,002	\$ 83,972	\$ 87,938		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 69,423	\$ 72,893	\$ 76,367	\$ 79,838	\$ 84,002	\$ 88,171	\$ 92,335		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 72,729	\$ 76,364	\$ 80,003	\$ 83,640	\$ 88,002	\$ 92,369	\$ 96,732		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 76,035	\$ 79,835	\$ 83,640	\$ 87,441	\$ 92,002	\$ 96,568	\$ 101,129		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 79,340	\$ 83,306	\$ 87,276	\$ 91,243	\$ 96,002	\$ 100,766	\$ 105,526		
Class 04 - Sergeant	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 71,839	\$ 75,428	\$ 79,201	\$ 83,163	\$ 87,318	\$ 91,687			
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 75,431	\$ 79,199	\$ 83,161	\$ 87,321	\$ 91,684	\$ 96,271			
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 79,023	\$ 82,971	\$ 87,121	\$ 91,479	\$ 96,050	\$ 100,856			
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 82,615	\$ 86,742	\$ 91,081	\$ 95,637	\$ 100,416	\$ 105,440			
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 86,207	\$ 90,514	\$ 95,041	\$ 99,796	\$ 104,782	\$ 110,024			
Class 04b - Sergeant/Paramedic	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 79,773	\$ 83,362	\$ 87,135	\$ 91,095	\$ 95,253	\$ 99,621			
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 83,762	\$ 87,530	\$ 91,492	\$ 95,650	\$ 100,016	\$ 104,602			
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 87,750	\$ 91,698	\$ 95,849	\$ 100,205	\$ 104,778	\$ 109,583			
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 91,739	\$ 95,866	\$ 100,205	\$ 104,759	\$ 109,541	\$ 114,564			
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 95,728	\$ 100,034	\$ 104,562	\$ 109,314	\$ 114,304	\$ 119,545			
Class 05 - Lieutenant	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 83,193	\$ 87,684	\$ 92,422	\$ 97,413	\$ 102,670				
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 87,353	\$ 92,068	\$ 97,043	\$ 102,284	\$ 107,804				
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 91,512	\$ 96,452	\$ 101,664	\$ 107,154	\$ 112,937				
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 95,672	\$ 100,837	\$ 106,285	\$ 112,025	\$ 118,071				
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 99,832	\$ 105,221	\$ 110,906	\$ 116,896	\$ 123,204				

District of Columbia Salary Schedule: Fire Service (Union)



			Affected CBU/Service Code(s):	LAA D02, LAA D03*, LAA D12, LAA D13*, LAB D02, LAB D03*, LAB D12, LAB D13*
Effective Date:	October 1, 2017	FY:	2018	
Union/Nonunion:	Union			
Pay Plan Schedule (DS/WG):	Fire Service			
PeopleSoft Schedule:	DS0072 FS0072 (42hrs)			
% Increase:	2.0%			
Resolution Number:				
Date of Resolution:				

Grade		1	2	3	4	Step 5	6	7	8	9
Class 05b - Lieutenant/Paramedic	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 91,127	\$ 95,618	\$ 100,357	\$ 105,347	\$ 110,604				
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 95,683	\$ 100,399	\$ 105,375	\$ 110,614	\$ 116,134				
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 100,240	\$ 105,180	\$ 110,393	\$ 115,882	\$ 121,664				
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 104,796	\$ 109,961	\$ 115,411	\$ 121,149	\$ 127,195				
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 109,352	\$ 114,742	\$ 120,428	\$ 126,416	\$ 132,725				
Class 06 - Pilot/Marine Eng.	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 90,717	\$ 95,528	\$ 100,592	\$ 105,926					
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 95,253	\$ 100,304	\$ 105,622	\$ 111,222					
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 99,789	\$ 105,081	\$ 110,651	\$ 116,519					
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 104,325	\$ 109,857	\$ 115,681	\$ 121,815					
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 108,860	\$ 114,634	\$ 120,710	\$ 127,111					
Class 07 - Captain	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 98,374	\$ 103,490	\$ 108,873	\$ 114,536					
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 103,293	\$ 108,665	\$ 114,317	\$ 120,263					
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 108,211	\$ 113,839	\$ 119,760	\$ 125,990					
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 113,130	\$ 119,014	\$ 125,204	\$ 131,716					
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 118,049	\$ 124,188	\$ 130,648	\$ 137,443					
Class 07b - Captain/Paramedic	Base Pay with 2% Increase as of October 1, 2017 = Base Pay #1	\$ 106,308	\$ 111,425	\$ 116,806	\$ 122,469					
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 111,623	\$ 116,996	\$ 122,646	\$ 128,592					
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 116,939	\$ 122,568	\$ 128,487	\$ 134,716					
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 122,254	\$ 128,139	\$ 134,327	\$ 140,839					
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 127,570	\$ 133,710	\$ 140,167	\$ 146,963					

District of Columbia Salary Schedule: Fire Service (Union)



Effective Date: October 14, 2018
 Union/Nonunion: Union
 Pay Plan Schedule (DS/WG): Fire Service
 PeopleSoft Schedule: DS0072 FS0072 (42hrs)
 % Increase: 2.0%
 Resolution Number:
 Date of Resolution:

FY: 2019

Affected CBU/Service Code(s):

LAA D02, LAA D03*, LAA D12,
 LAA D13*, LAB D02, LAB D03*,
 LAB D12, LAB D13*

Grade		Step								
		1	2	3	4	5	6	7	8	9
Class 01 - Private	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 53,951	\$ 55,572	\$ 58,266	\$ 60,965	\$ 64,745	\$ 68,521	\$ 72,297	\$ 76,071	\$ 79,851
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 56,649	\$ 58,351	\$ 61,179	\$ 64,013	\$ 67,982	\$ 71,947	\$ 75,912	\$ 79,875	\$ 83,844
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 59,346	\$ 61,129	\$ 64,093	\$ 67,062	\$ 71,220	\$ 75,373	\$ 79,527	\$ 83,678	\$ 87,836
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 62,044	\$ 63,908	\$ 67,006	\$ 70,110	\$ 74,457	\$ 78,799	\$ 83,142	\$ 87,482	\$ 91,829
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 64,741	\$ 66,686	\$ 69,919	\$ 73,158	\$ 77,694	\$ 82,225	\$ 86,756	\$ 91,285	\$ 95,821
Class 01b - Firefighter/Technician	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 56,650	\$ 58,270	\$ 60,964	\$ 63,662	\$ 67,440	\$ 71,219	\$ 74,993	\$ 78,767	\$ 82,550
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 59,483	\$ 61,184	\$ 64,012	\$ 66,845	\$ 70,812	\$ 74,780	\$ 78,743	\$ 82,705	\$ 86,678
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 62,315	\$ 64,097	\$ 67,060	\$ 70,028	\$ 74,184	\$ 78,341	\$ 82,492	\$ 86,644	\$ 90,805
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 65,148	\$ 67,011	\$ 70,109	\$ 73,211	\$ 77,556	\$ 81,902	\$ 86,242	\$ 90,582	\$ 94,933
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 67,980	\$ 69,924	\$ 73,157	\$ 76,394	\$ 80,928	\$ 85,463	\$ 89,992	\$ 94,520	\$ 99,060
Class 01c - Firefighter/Paramedic	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 62,045	\$ 63,664	\$ 66,360	\$ 69,058	\$ 72,836	\$ 76,614	\$ 80,389	\$ 84,163	\$ 87,944
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 65,147	\$ 66,847	\$ 69,678	\$ 72,511	\$ 76,478	\$ 80,445	\$ 84,408	\$ 88,371	\$ 92,341
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 68,250	\$ 70,030	\$ 72,996	\$ 75,964	\$ 80,120	\$ 84,275	\$ 88,428	\$ 92,579	\$ 96,738
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 71,352	\$ 73,214	\$ 76,314	\$ 79,417	\$ 83,761	\$ 88,106	\$ 92,447	\$ 96,787	\$ 101,136
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 74,454	\$ 76,397	\$ 79,632	\$ 82,870	\$ 87,403	\$ 91,937	\$ 96,467	\$ 100,996	\$ 105,533
Class 01d - Technician/Paramedic	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 64,742	\$ 66,363	\$ 69,057	\$ 71,755	\$ 75,534	\$ 79,312	\$ 83,086	\$ 86,861	\$ 90,642
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 67,979	\$ 69,681	\$ 72,510	\$ 75,343	\$ 79,311	\$ 83,278	\$ 87,240	\$ 91,204	\$ 95,174
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 71,216	\$ 72,999	\$ 75,963	\$ 78,931	\$ 83,087	\$ 87,243	\$ 91,395	\$ 95,547	\$ 99,706
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 74,453	\$ 76,317	\$ 79,416	\$ 82,518	\$ 86,864	\$ 91,209	\$ 95,549	\$ 99,890	\$ 104,238
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 77,690	\$ 79,636	\$ 82,868	\$ 86,106	\$ 90,641	\$ 95,174	\$ 99,703	\$ 104,233	\$ 108,770
Class 02 - Inspector	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 61,508	\$ 65,196	\$ 68,888	\$ 72,576	\$ 76,881	\$ 81,189	\$ 85,490		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 64,583	\$ 68,456	\$ 72,332	\$ 76,205	\$ 80,725	\$ 85,248	\$ 89,765		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 67,659	\$ 71,716	\$ 75,777	\$ 79,834	\$ 84,569	\$ 89,308	\$ 94,039		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 70,734	\$ 74,975	\$ 79,221	\$ 83,462	\$ 88,413	\$ 93,367	\$ 98,314		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 73,810	\$ 78,235	\$ 82,666	\$ 87,091	\$ 92,257	\$ 97,427	\$ 102,588		
Class 02b - Inspector/Technician	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 64,204	\$ 67,894	\$ 71,587	\$ 75,274	\$ 79,579	\$ 83,884	\$ 88,187		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 67,414	\$ 71,289	\$ 75,166	\$ 79,038	\$ 83,558	\$ 88,078	\$ 92,596		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 70,624	\$ 74,683	\$ 78,746	\$ 82,801	\$ 87,537	\$ 92,272	\$ 97,006		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 73,835	\$ 78,078	\$ 82,325	\$ 86,565	\$ 91,516	\$ 96,467	\$ 101,415		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 77,045	\$ 81,473	\$ 85,904	\$ 90,329	\$ 95,495	\$ 100,661	\$ 105,824		

District of Columbia Salary Schedule: Fire Service (Union)



Effective Date: October 14, 2018
 Union/Nonunion: Union
 Pay Plan Schedule (DS/WG): Fire Service
 PeopleSoft Schedule: DS0072 FS0072 (42hrs)
 % Increase: 2.0%
 Resolution Number:
 Date of Resolution:

FY: 2019

Affected CBU/Service Code(s):

LAA D02, LAA D03*, LAA D12,
 LAA D13*, LAB D02, LAB D03*,
 LAB D12, LAB D13*

		Step								
Grade		1	2	3	4	5	6	7	8	9
Class 02c - Fire Investigator	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 64,204	\$ 67,894	\$ 71,587	\$ 75,274	\$ 79,579	\$ 83,884	\$ 88,187		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 67,414	\$ 71,289	\$ 75,166	\$ 79,038	\$ 83,558	\$ 88,078	\$ 92,596		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 70,624	\$ 74,683	\$ 78,746	\$ 82,801	\$ 87,537	\$ 92,272	\$ 97,006		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 73,835	\$ 78,078	\$ 82,325	\$ 86,565	\$ 91,516	\$ 96,467	\$ 101,415		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 77,045	\$ 81,473	\$ 85,904	\$ 90,329	\$ 95,495	\$ 100,661	\$ 105,824		
Class 02d - Arson Investigator (armed	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 66,903	\$ 70,592	\$ 74,285	\$ 77,972	\$ 82,277	\$ 86,584	\$ 90,884		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 70,248	\$ 74,122	\$ 77,999	\$ 81,871	\$ 86,391	\$ 90,913	\$ 95,428		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 73,593	\$ 77,651	\$ 81,714	\$ 85,769	\$ 90,505	\$ 95,242	\$ 99,972		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 76,938	\$ 81,181	\$ 85,428	\$ 89,668	\$ 94,619	\$ 99,572	\$ 104,517		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 80,284	\$ 84,710	\$ 89,142	\$ 93,566	\$ 98,732	\$ 103,901	\$ 109,061		
Class 03 - Asst. Pilot/Asst. Marine Eng	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 67,439	\$ 70,810	\$ 74,185	\$ 77,557	\$ 81,602	\$ 85,651	\$ 89,697		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 70,811	\$ 74,351	\$ 77,894	\$ 81,435	\$ 85,682	\$ 89,934	\$ 94,182		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 74,183	\$ 77,891	\$ 81,604	\$ 85,313	\$ 89,762	\$ 94,216	\$ 98,667		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 77,555	\$ 81,432	\$ 85,313	\$ 89,191	\$ 93,842	\$ 98,499	\$ 103,152		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 80,927	\$ 84,972	\$ 89,022	\$ 93,068	\$ 97,922	\$ 102,781	\$ 107,636		
Class 04 - Sergeant	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 73,276	\$ 76,937	\$ 80,785	\$ 84,826	\$ 89,064	\$ 93,521			
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 76,940	\$ 80,784	\$ 84,824	\$ 89,067	\$ 93,517	\$ 98,197			
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 80,604	\$ 84,631	\$ 88,864	\$ 93,309	\$ 97,970	\$ 102,873			
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 84,267	\$ 88,478	\$ 92,903	\$ 97,550	\$ 102,424	\$ 107,549			
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 87,931	\$ 92,324	\$ 96,942	\$ 101,791	\$ 106,877	\$ 112,225			
Class 04b - Sergeant/Paramedic	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 81,368	\$ 85,029	\$ 88,878	\$ 92,917	\$ 97,158	\$ 101,613			
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 85,436	\$ 89,280	\$ 93,322	\$ 97,563	\$ 102,016	\$ 106,694			
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 89,505	\$ 93,532	\$ 97,766	\$ 102,209	\$ 106,874	\$ 111,774			
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 93,573	\$ 97,783	\$ 102,210	\$ 106,855	\$ 111,732	\$ 116,855			
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 97,642	\$ 102,035	\$ 106,654	\$ 111,500	\$ 116,580	\$ 121,936			
Class 05 - Lieutenant	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 84,857	\$ 89,438	\$ 94,270	\$ 99,361	\$ 104,723				
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 89,100	\$ 93,910	\$ 98,984	\$ 104,329	\$ 109,959				
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 93,343	\$ 98,382	\$ 103,697	\$ 109,297	\$ 115,195				
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 97,586	\$ 102,854	\$ 108,411	\$ 114,265	\$ 120,431				
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 101,828	\$ 107,326	\$ 113,124	\$ 119,233	\$ 125,668				

District of Columbia Salary Schedule: Fire Service (Union)



Effective Date:	October 14, 2018	FY: 2019	Affected CBU/Service Code(s):	LAA D02, LAA D03*, LAA D12, LAA D13*, LAB D02, LAB D03*, LAB D12, LAB D13*
Union/Nonunion:	Union			
Pay Plan Schedule (DS/WG):	Fire Service			
PeopleSoft Schedule:	DS0072 FS0072 (42hrs)			
% Increase:	2.0%			
Resolution Number:				
Date of Resolution:				

Grade		1	2	3	4	Step	5	6	7	8	9
Class 05b - Lieutenant/Paramedic	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 92,950	\$ 97,530	\$ 102,364	\$ 107,454	\$	112,816				
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 97,598	\$ 102,407	\$ 107,482	\$ 112,827	\$	118,457				
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 102,245	\$ 107,283	\$ 112,600	\$ 118,199	\$	124,098				
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 106,893	\$ 112,160	\$ 117,719	\$ 123,572	\$	129,738				
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 111,540	\$ 117,036	\$ 122,837	\$ 128,945	\$	135,379				
Class 06 - Pilot/Marine Eng.	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 92,531	\$ 97,439	\$ 102,604	\$ 108,045						
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 97,158	\$ 102,311	\$ 107,734	\$ 113,447						
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 101,784	\$ 107,183	\$ 112,864	\$ 118,850						
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 106,411	\$ 112,055	\$ 117,995	\$ 124,252						
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 111,037	\$ 116,927	\$ 123,125	\$ 129,654						
Class 07 - Captain	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 100,341	\$ 105,560	\$ 111,050	\$ 116,827						
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 105,358	\$ 110,838	\$ 116,603	\$ 122,668						
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 110,375	\$ 116,116	\$ 122,155	\$ 128,510						
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 115,392	\$ 121,394	\$ 127,708	\$ 134,351						
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 120,409	\$ 126,672	\$ 133,260	\$ 140,192						
Class 07b - Captain/Paramedic	Base Pay with 2% Increase as of October 14, 2018 = Base Pay #1	\$ 108,434	\$ 113,654	\$ 119,142	\$ 124,918						
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 113,856	\$ 119,337	\$ 125,099	\$ 131,164						
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 119,277	\$ 125,019	\$ 131,056	\$ 137,410						
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 124,699	\$ 130,702	\$ 137,013	\$ 143,656						
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 130,121	\$ 136,385	\$ 142,970	\$ 149,902						

District of Columbia Salary Schedule: Fire Service (Union)



Effective Date: October 13, 2019
Union/Nonunion: Union
Pay Plan Schedule (DS/WG): Fire Service
PeopleSoft Schedule: DS0072 FS0072 (42hrs)
% Increase: 2.0%
Resolution Number:
Date of Resolution:

Affected CBU/Service Code(s):

LAA D02, LAA D03*, LAA D12,
 LAA D13*, LAB D02, LAB D03*,
 LAB D12, LAB D13*

Grade		Step								
		1	2	3	4	5	6	7	8	9
Class 01 - Private	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$ 55,030	\$ 56,683	\$ 59,431	\$ 62,184	\$ 66,040	\$ 69,891	\$ 73,743	\$ 77,592	\$ 81,448
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 57,782	\$ 59,517	\$ 62,403	\$ 65,293	\$ 69,342	\$ 73,386	\$ 77,430	\$ 81,472	\$ 85,520
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 60,533	\$ 62,351	\$ 65,374	\$ 68,402	\$ 72,644	\$ 76,880	\$ 81,117	\$ 85,351	\$ 89,593
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 63,285	\$ 65,185	\$ 68,346	\$ 71,512	\$ 75,946	\$ 80,375	\$ 84,804	\$ 89,231	\$ 93,665
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 66,036	\$ 68,020	\$ 71,317	\$ 74,621	\$ 79,248	\$ 83,869	\$ 88,492	\$ 93,110	\$ 97,738
Class 01b - Firefighter/Technician	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$ 57,783	\$ 59,435	\$ 62,183	\$ 64,935	\$ 68,789	\$ 72,643	\$ 76,493	\$ 80,342	\$ 84,201
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 60,672	\$ 62,407	\$ 65,292	\$ 68,182	\$ 72,228	\$ 76,275	\$ 80,318	\$ 84,359	\$ 88,411
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 63,561	\$ 65,379	\$ 68,401	\$ 71,429	\$ 75,668	\$ 79,907	\$ 84,142	\$ 88,376	\$ 92,621
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 66,450	\$ 68,350	\$ 71,510	\$ 74,675	\$ 79,107	\$ 83,539	\$ 87,967	\$ 92,393	\$ 96,831
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 69,340	\$ 71,322	\$ 74,620	\$ 77,922	\$ 82,547	\$ 87,172	\$ 91,792	\$ 96,410	\$ 101,041
Class 01c - Firefighter/Paramedic	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$ 63,286	\$ 64,937	\$ 67,687	\$ 70,439	\$ 74,293	\$ 78,146	\$ 81,997	\$ 85,846	\$ 89,703
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 66,450	\$ 68,184	\$ 71,071	\$ 73,961	\$ 78,008	\$ 82,053	\$ 86,097	\$ 90,138	\$ 94,188
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 69,615	\$ 71,431	\$ 74,456	\$ 77,483	\$ 81,722	\$ 85,961	\$ 90,197	\$ 94,431	\$ 98,673
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 72,779	\$ 74,678	\$ 77,840	\$ 81,005	\$ 85,437	\$ 89,868	\$ 94,297	\$ 98,723	\$ 103,158
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 75,943	\$ 77,924	\$ 81,224	\$ 84,527	\$ 89,152	\$ 93,775	\$ 98,396	\$ 103,015	\$ 107,644
Class 01d - Technician/Paramedic	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$ 66,037	\$ 67,690	\$ 70,438	\$ 73,190	\$ 77,045	\$ 80,898	\$ 84,748	\$ 88,598	\$ 92,455
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 69,339	\$ 71,075	\$ 73,960	\$ 76,850	\$ 80,897	\$ 84,943	\$ 88,985	\$ 93,028	\$ 97,078
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 72,641	\$ 74,459	\$ 77,482	\$ 80,509	\$ 84,750	\$ 88,988	\$ 93,223	\$ 97,458	\$ 101,701
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 75,943	\$ 77,844	\$ 81,004	\$ 84,169	\$ 88,602	\$ 93,033	\$ 97,460	\$ 101,888	\$ 106,323
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 79,244	\$ 81,228	\$ 84,526	\$ 87,828	\$ 92,454	\$ 97,078	\$ 101,698	\$ 106,318	\$ 110,946
Class 02 - Inspector	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$ 62,738	\$ 66,500	\$ 70,266	\$ 74,028	\$ 78,419	\$ 82,813	\$ 87,200		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 65,875	\$ 69,825	\$ 73,779	\$ 77,729	\$ 82,340	\$ 86,954	\$ 91,560		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 69,012	\$ 73,150	\$ 77,293	\$ 81,431	\$ 86,261	\$ 91,094	\$ 95,920		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 72,149	\$ 76,475	\$ 80,806	\$ 85,132	\$ 90,182	\$ 95,235	\$ 100,280		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 75,286	\$ 79,800	\$ 84,319	\$ 88,834	\$ 94,103	\$ 99,376	\$ 104,640		
Class 02b - Inspector/Technician	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$ 65,488	\$ 69,252	\$ 73,019	\$ 76,779	\$ 81,171	\$ 85,562	\$ 89,951		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 68,762	\$ 72,715	\$ 76,670	\$ 80,618	\$ 85,230	\$ 89,840	\$ 94,449		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 72,037	\$ 76,177	\$ 80,321	\$ 84,457	\$ 89,288	\$ 94,118	\$ 98,946		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 75,311	\$ 79,640	\$ 83,972	\$ 88,296	\$ 93,347	\$ 98,396	\$ 103,444		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 78,586	\$ 83,102	\$ 87,623	\$ 92,135	\$ 97,405	\$ 102,674	\$ 107,941		

District of Columbia Salary Schedule: Fire Service (Union)



			Affected CBU/Service Code(s):					LAA D02, LAA D03*, LAA D12, LAA D13*, LAB D02, LAB D03*, LAB D12, LAB D13*							
Effective Date:	October 13, 2019	FY: 2020													
Union/Nonunion:	Union														
Pay Plan Schedule (DS/WG):	Fire Service														
PeopleSoft Schedule:	DS0072 FS0072 (42hrs)														
% Increase:	2.0%														
Resolution Number:															
Date of Resolution:															
			Step												
Grade			1	2	3	4	5	6	7	8	9				
Class 02c - Fire Investigator	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$	65,488	\$	69,252	\$	73,019	\$	76,779	\$	81,171	\$	85,562	\$	89,951
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	68,762	\$	72,715	\$	76,670	\$	80,618	\$	85,230	\$	89,840	\$	94,449
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	72,037	\$	76,177	\$	80,321	\$	84,457	\$	89,288	\$	94,118	\$	98,946
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	75,311	\$	79,640	\$	83,972	\$	88,296	\$	93,347	\$	98,396	\$	103,444
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	78,586	\$	83,102	\$	87,623	\$	92,135	\$	97,405	\$	102,674	\$	107,941
Class 02d - Arson Investigator (armed	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$	68,241	\$	72,004	\$	75,771	\$	79,531	\$	83,923	\$	88,316	\$	92,702
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	71,653	\$	75,604	\$	79,560	\$	83,508	\$	88,119	\$	92,732	\$	97,337
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	75,065	\$	79,204	\$	83,348	\$	87,484	\$	92,315	\$	97,148	\$	101,972
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	78,477	\$	82,805	\$	87,137	\$	91,461	\$	96,511	\$	101,563	\$	106,607
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	81,889	\$	86,405	\$	90,925	\$	95,437	\$	100,708	\$	105,979	\$	111,242
Class 03 - Asst. Pilot/Asst. Marine En	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$	68,788	\$	72,226	\$	75,669	\$	79,108	\$	83,234	\$	87,364	\$	91,491
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	72,227	\$	75,837	\$	79,452	\$	83,063	\$	87,396	\$	91,732	\$	96,066
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	75,667	\$	79,449	\$	83,236	\$	87,019	\$	91,557	\$	96,100	\$	100,640
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	79,106	\$	83,060	\$	87,019	\$	90,974	\$	95,719	\$	100,469	\$	105,215
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	82,546	\$	86,671	\$	90,803	\$	94,930	\$	99,881	\$	104,837	\$	109,789
Class 04 - Sergeant	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$	74,742	\$	78,476	\$	82,401	\$	86,523	\$	90,845	\$	95,391		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	78,479	\$	82,400	\$	86,521	\$	90,849	\$	95,387	\$	100,161		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	82,216	\$	86,324	\$	90,641	\$	95,175	\$	99,930	\$	104,930		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	85,953	\$	90,247	\$	94,761	\$	99,501	\$	104,472	\$	109,700		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	89,690	\$	94,171	\$	98,881	\$	103,828	\$	109,014	\$	114,469		
Class 04b - Sergeant/Paramedic	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$	82,995	\$	86,730	\$	90,656	\$	94,775	\$	99,101	\$	103,645		
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	87,145	\$	91,067	\$	95,189	\$	99,514	\$	104,056	\$	108,827		
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	91,295	\$	95,403	\$	99,722	\$	104,253	\$	109,011	\$	114,010		
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	95,444	\$	99,740	\$	104,254	\$	108,991	\$	113,966	\$	119,192		
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	99,594	\$	104,076	\$	108,787	\$	113,730	\$	118,921	\$	124,374		
Class 05 - Lieutenant	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$	86,554	\$	91,227	\$	96,155	\$	101,348	\$	106,817				
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$	90,882	\$	95,788	\$	100,963	\$	106,415	\$	112,158				
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$	95,209	\$	100,350	\$	105,771	\$	111,483	\$	117,499				
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$	99,537	\$	104,911	\$	110,578	\$	116,550	\$	122,840				
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$	103,865	\$	109,472	\$	115,386	\$	121,618	\$	128,180				

District of Columbia Salary Schedule: Fire Service (Union)



Effective Date:	October 13, 2019	FY: 2020	Affected CBU/Service Code(s):	LAA D02, LAA D03*, LAA D12, LAA D13*, LAB D02, LAB D03*, LAB D12, LAB D13*
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Union/Nonunion: Union
Pay Plan Schedule (DS/WG): Fire Service
PeopleSoft Schedule: DS0072 FS0072 (42hrs)

% Increase: 2.0%

Resolution Number:

Date of Resolution:

		Step								
Grade		1	2	3	4	5	6	7	8	9
Class 05b - Lieutenant/Paramedic	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$ 94,809	\$ 99,481	\$ 104,411	\$ 109,603	\$ 115,072				
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 99,549	\$ 104,455	\$ 109,632	\$ 115,083	\$ 120,826				
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 104,290	\$ 109,429	\$ 114,852	\$ 120,563	\$ 126,579				
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 109,030	\$ 114,403	\$ 120,073	\$ 126,043	\$ 132,333				
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 113,771	\$ 119,377	\$ 125,293	\$ 131,524	\$ 138,086				
Class 06 - Pilot/Marine Eng.	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$ 94,382	\$ 99,388	\$ 104,656	\$ 110,206					
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 99,101	\$ 104,357	\$ 109,889	\$ 115,716					
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 103,820	\$ 109,327	\$ 115,122	\$ 121,227					
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 108,539	\$ 114,296	\$ 120,354	\$ 126,737					
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 113,258	\$ 119,266	\$ 125,587	\$ 132,247					
Class 07 - Captain	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$ 102,348	\$ 107,671	\$ 113,271	\$ 119,164					
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 107,465	\$ 113,055	\$ 118,935	\$ 125,122					
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 112,583	\$ 118,438	\$ 124,598	\$ 131,080					
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 117,700	\$ 123,822	\$ 130,262	\$ 137,039					
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 122,818	\$ 129,205	\$ 135,925	\$ 142,997					
Class 07b - Captain/Paramedic	Base Pay with 2% Increase as of October 13, 2019 = Base Pay #1	\$ 110,603	\$ 115,927	\$ 121,525	\$ 127,416					
	Service Longevity Payment - 15 years service @ 5% of Pay #1 = Pay #2	\$ 116,133	\$ 121,723	\$ 127,601	\$ 133,787					
	Service Longevity Payment - 20 years service @ 10% of Pay #1 = Pay #3	\$ 121,663	\$ 127,520	\$ 133,678	\$ 140,158					
	Service Longevity Payment - 25 years service @ 15% of Pay #1 = Pay #4	\$ 127,193	\$ 133,316	\$ 139,754	\$ 146,528					
	Service Longevity Payment - 30 years service @ 20% of Pay #1 = Pay #5	\$ 132,724	\$ 139,112	\$ 145,830	\$ 152,899					