

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
DISTRICT OF COLUMBIA GOVERNMENT  
FIRE DEPARTMENT**



**AND**



**AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES  
LOCAL 3721**

**EFFECTIVE THROUGH SEPTEMBER 30, 1990**

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## **PREAMBLE**

### **Section A:**

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

### **Section B:**

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

### **Section C:**

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

### **Section D:**

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

## **ARTICLE 1 RECOGNITION**

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

## **ARTICLE 2 EMPLOYEE RIGHTS**

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

## **ARTICLE 3 UNION RIGHTS**

### **Section A:**

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

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

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

### **Section B:**

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

## **ARTICLE 4**

### **UNION SECURITY AND DUES DEDUCTIONS**

#### **Section A:**

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

#### **Section B:**

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

#### **Section C:**

1. Contingent upon the Union's one-time demonstration upon execution of this Agreement that at least 2/3 of the members of the bargaining unit are paying dues as verified by the Employer's payroll system, (normally) within two (2) full pay periods after this Agreement becomes effective as stipulated in Section A of the Duration and Finality of Agreement Article, the Employer shall automatically deduct from the wages of all bargaining unit employees who are not

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

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

#### **Section D:**

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

#### **Section E:**

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

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

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

## **ARTICLE 5**

### **UNION REPRESENTATION**

#### **Section A:**

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

#### **Section B:**

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

#### **Section C:**

When it is necessary for contracts to be made between employees and Union representatives to transact permissible Labor-Management business, as defined in this Article, both the Union representative and the employee shall request approval from their immediate supervisor(s) to be relieved from duty for this purpose. The supervisor(s) shall be informed of the purpose of the request, the employee's destination if he/she is leaving the immediate work area, the amount of time needed and the employee he/she desires to contact. The Union representative, if eligible to be relieved from duty, shall first notify his/her supervisor that the employee he/she wishes to meet with has also received approval by his/her own supervisor. In the event neither super-



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

#### **Section D:**

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

1. Assist employees in the preparation and presentation of grievances;
2. Arrange for witnesses and to obtain information or assistance relative to a grievance or arbitration appeal;
3. Consult with Department officials as provided in Article 6, Labor-Management cooperation;
4. Meet with Management officials outside the Department;
5. Meet for the purposes of negotiations, pursuant to Article 34, Duration. Union representatives shall not exceed four (4) employees; and,
6. The Union President may meet with public officials on issues of mutual benefit to both Labor and Management.

#### **Section E:**

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

#### **Section F:**

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

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

#### **Section G:**

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

#### **Section H:**

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

### **Section I:**

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

## **ARTICLE 6 DISTRIBUTION OF HEALTH BENEFIT PLAN BROCHURES**

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

## **ARTICLE 7 LABOR-MANAGEMENT COOPERATION**

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

### **Section A:**

Three (3) representatives of both parties no more than one (1) from each unit shall meet monthly unless both parties agree that no meeting is required. Meetings will be held for such purposes as: (1) dissemination of information; (2) the submission of suggestions for improving efficiency, working conditions, employee services; or (3) to resolve other problems of any group of employees.

**Section B:**

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

**Section C:**

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

**Section D:**

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

## **ARTICLE 8 USE OF GOVERNMENT FACILITIES**

**Section A:**

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

**Section B:**

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

**Section C:**

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

**Section D:**

~~The Employer will provide space on bulletin boards in all~~  
work areas. In the event the Union requires more bulletin

board space, the Union may provide its own bulletin boards for its exclusive use. Bulletin boards will be permitted in all facilities where employees of the bargaining unit are assigned. The Property Officer of each facility will be responsible for identifying a prominent location for the bulletin board.

## **ARTICLE 9 REGULATIONS AND RELEASE OF INFORMATION**

### **Section A:**

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

1. Fire Department rules and regulations, Fire Department order book, and Fire Department bulletin book; and,
2. Ambulance Bureau operating procedures.

### **Section B:**

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

### **Section C:**

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

### **Section D:**

The Employer agrees to provide the Union President with special orders, general orders, memoranda and EAB

memoranda pertaining to unit employees at the time of their issuance.

## **ARTICLE 10 PERSONNEL FILE**

### **Section A:**

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

### **Section B:**

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

### **Section C:**

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

### **Section D:**

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

### **Section E:**

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

### **Section F:**

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

## **ARTICLE 11 POSITION DESCRIPTIONS**

### **Section A: Intent**

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

### **Section B: Copies of Position Descriptions**

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

## **ARTICLE 12 CONSULTATION AND COUNSELLING**

### **Section A:**

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

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

**Section B:**

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

**Section C:**

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

## **ARTICLE 13**

### **EMPLOYEE HEALTH PROGRAM**

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



## **ARTICLE 14 HUMANITY**

### **Section A:**

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

### **Section B:**

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

### **Section C:**

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

## **ARTICLE 15 UNIFORMS**

### **Section A:**

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

#### **1. Apparatus Division**

Twelve (12) long sleeve shirts

Twelve (12) short sleeve shirts

Twelve (12) pairs of pants

One (1) jacket

One (1) set of rain gear

One (1) pair of boots (rain gear)

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

## **2. Emergency Ambulance Bureau**

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

### **Section B:**

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

### **Section C:**

Replacement items will be issued when needed, as available.

### **Section D:**

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

### **Section E:**

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

## **Section F:**

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

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

## **ARTICLE 16 EMT ENTRANCE EXAMINATIONS**

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

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

## **ARTICLE 17 EDUCATION AND TRAINING**

### **Section A:**

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

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

## **2. Emergency Ambulance Bureau**

Seven (7) long sleeve shirts (Fire Department Decals)  
Seven (7) short sleeve shirts (Fire Department Decals)  
Seven (7) pairs of pants  
One (1) winter jacket with lining  
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One (1) pair of boots (rain gear)  
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One (1) protective hearing gear  
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It is therefore agreed that upon the drafting of an entrance examination for EMT personnel, and any preappointment agility test, the Union shall be notified so that the Union may submit comments and recommendations if it so desires.

## **ARTICLE 17 EDUCATION AND TRAINING**

### **Section A:**

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

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

#### **Section B:**

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

#### **Section C:**

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

#### **Section D:**

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

## **ARTICLE 18 AWARDS**

#### **Section A:**

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

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

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

**Section B:**

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

## **ARTICLE 19 PATIENT CARE**

**Section A:**

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

**Section B:**

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

## **ARTICLE 20 FELONIOUS ASSAULT**

Within thirty (30) days of the signing of this Agreement a joint committee representing both Management and the Union will be established. The purpose of this Committee will be to approach the necessary parties, City Council, Metropolitan Police Department, the Mayor, etc. with the intention of including Fire Department employees, represented by Local 3721, in the Felonious Assault program. Said Committee will actively pursue its goal to completion, which will include the legislative process.

## **ARTICLE 21**

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

## **ARTICLE 22**

### **CLEAN-UP TIME**

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

## **ARTICLE 23**

### **REST PERIODS**

#### **Section A:**

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

#### **Section B:**

Where possible, rest periods shall be scheduled at the middle of each half shift.



### **Section C:**

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

## **ARTICLE 24 LIGHT DUTY**

### **Section A:**

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

### **Section B:**

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

### **Section C:**

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

### **Section D:**

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

## **ARTICLE 25 CONTRACTING OUT**

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

## **ARTICLE 26 DETAILS AND ACTING PAY**

### **Section A: Details**

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

### **Section B: Acting Pay**

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

### **Section C:**

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

### **Section D:**

Details may be appropriately used to meet emergencies occasioned by abnormal work loads, changes in mission or organization, or unanticipated absence. The Employer realizes that any detail should be made with the objective in mind that it is of a temporary nature and that the duration of a detail is to be kept to a minimum.

### **Section E:**

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

## **ARTICLE 27 TRANSFERS AND REASSIGNMENTS**

### **Section A: Employer Rights**

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

### **Section B:**

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

### **Section C: Involuntary Transfers**

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

### **Section D:**

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

## **ARTICLE 28 PERFORMANCE EVALUATION**

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

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

## **ARTICLE 29**

### **PROMOTION-MERIT STAFFING**

#### **Section A:**

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

#### **Section B:**

The Employer will administer the following practices and principles:

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

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

3. Selection will be made without discrimination and based upon merit, fitness, and qualification for the position.

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

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

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

## **ARTICLE 30 DISCIPLINE**

### **Section A:**

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

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

### **Section B:**

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

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

2. Should the employee elect to grieve the action under the negotiated grievance procedure, the grievance must be filed at Step 2 if the deciding official is anyone other than the Fire Chief or at Step 3 if the deciding official is the Fire Chief. Said filing must be taken within fifteen (15) calendar days from the effective date of the action.

### **Section C:**

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

### **Section D:**

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

### **Section E:**

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

## **ARTICLE 31 GRIEVANCE PROCEDURE**

### **Section A:**

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

## **Section B:**

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

### **2. Categories of Grievances**

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

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

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

### **3. Procedural Steps**

a. *Step 1*. The aggrieved employee and/or the Union representative shall orally present and discuss the grievance with the employee's shift supervisor or shop foreman whichever is applicable, within ten (10) working days of the occurrence of the event giving rise to the grievance, or within

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

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

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

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



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

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

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

#### **4. Arbitration**

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

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

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

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

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

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

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

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

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

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

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

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

## **5. General**

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

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

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

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

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

f. The parties agree that "working days" means Monday through Friday.

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

The Employer and the Union agree to share equally the cost of printing 600 copies of this Agreement. The Union will receive 400 copies to be distributed to bargaining unit members and new hires during the term of this Agreement. Management will receive 200 copies to be distributed as the Department sees fit.

## **ARTICLE 33 NO STRIKE OR LOCK OUT**

### **Section A:**

Under the provisions of Section 1705 of D.C. Law 2-139, as codified in D.C. Code §1-618.5, it is unlawful to participate in, authorize, or ratify a strike.

### **Section B:**

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

### **Section C:**

1. Violation of any provision of this Article by the Union shall be cause for the Employer's terminating this Agreement upon the giving of written notice to this effect to the President of Local 3721, in addition to whatever other remedies may be available to the Employer at law or in equity.

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

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

#### **Section D:**

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

### **ARTICLE 34 SAVINGS CLAUSE**

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

### **ARTICLE 35 DURATION AND FINALITY OF AGREEMENT**

#### **Section A:**

This Agreement shall remain in full force and effect until ~~September 30, 1990. The agreement will become effective~~ upon the Mayor's approval subject to the provisions of

§1-618.15 of the D.C. Code (1987 Repl.). If disapproved because certain provisions are asserted to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision(s) or the offensive provision(s) shall be deleted.

#### **Section B:**

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

#### **Section C:**

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

#### **Section D:**

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

#### **Section E:**

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

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

## **ADDENDUM**

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

### **Section A:**

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

### **Section B:**

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

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

### **Section C:**

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

### **Section D:**

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

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

### **Section E:**

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

1. The service's performance experience (as described in 2 and 3 below) must be reviewed for a six (6) month period;
2. At any hour of the day, the likelihood of unit unavailability increased by five percent (5%) or more over the preceding six (6) month period; and,



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

**Section F:**

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

**Section G:**

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

**Section H:**

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

**Section I:**

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

**Section J:**

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

## **PLANNED WORK SCHEDULE FOR EMERGENCY AMBULANCE BUREAU PERSONNEL**

- **Tour of Duty will be as follows:**
  - 2 on, 2 off
  - 3 on, 2 off
  - 2 on, 3 off
- **Shift starting and quitting times will be as follows:**
  - 6 am to 6 pm
  - 6:30 am to 6:30 pm
  - 7 am to 7 pm
  - 9 am to 9 pm
  - 1 pm to 1 am
  - 6 pm to 6 am
  - 6:30 pm to 6:30 am
  - 7 am to 7 pm

Shift assignments shall be made in accordance with Section B of the Addendum.