

Dedication

Throughout history, I imagine, sometime immediately following man's discovery of fire, he realized he might need to find a way to put it out. There are no paintings on the interior of caves once occupied by our ancient of ancestors that detail organized firefighting in the beginning of time, but anyone who has ever been burned will tell you, "Putting out the big fires isn't cut out for everyone. Perhaps, me either, but luckily there are a few people in this country who are cut out for it and it is my intention to introduce you to a few in this book. The average person doesn't really understand the complexity of this need for public service. The incidents of terror inflicted upon the United States of America in the September 11, 2001 bombings of New York and Washington, D.C., demonstrated an extraordinary call to this service, one of which the New York Fire Dept., D.C. Firefighters, and the appropriate responders from the Federal government displayed in an exemplary manner. Their performance associated to the call of duty brought about an immediate appreciation for those who chose this noble calling, a concept lost on City administrations, to the public and a somewhat small understanding of their commitment to firefighting and emergency medical services in their communities. I was there, in New York City on 9/11, and saw the devastation from the view of those Firefighters and EMS personnel. Public Service is an expensive proposition for a municipality and police and fire departments have been getting the short end of the stick for years and you know something, the incidents of September 11, 2001 didn't change a thing. The engines, trucks, and ambulances may be new and full of the latest equipment, the helmets, turn out clothes, and breathing apparatus may be the top of the line but the administration is years behind when you look at the human element. The regard for these employees by the Mayor and City Council of Baltimore City and eventually, as demonstrated by the membership's opinions upon the announcement of his resignation, the Chief of the Department, has driven the fire department's morale low enough to cause a public discord with the administration through the media, and rightfully so. Baltimore City Firefighters, and all firefighters for that matter, despite the commitment they have made, in the oaths they take, to give what Abraham Lincoln regarded of the soldiers killed at Gettysburg, as the last full measure of devotion to their duty, their very lives. The commitment to duty for firefighters, paramedics, and police

is not to their government, but to the citizens of that government, the existence of which, we put in their hands. This book is dedicated to them first, the ones who have given their last full measure of devotion in the dedication to the commitment they made to serve something greater than themselves.

To the New York City Firefighters, EMS Personnel, and Police Officers who lost their lives in the September 11, 2001 terrorist attacks and of those lost at the Pentagon, Washington, DC.

All firefighters, active and retired, whose commitment to Public Safety makes this world a safer place to live.

And finally, my Mom & Dad,

Chapter One

First, a little history...

There have been many spectacular fires over the centuries, but the recording of these incidents only date back to the use of Egyptian slaves as firefighters to suppress them. Archeologist have uncovered few details about these ancient public servants but they have found remnants of hand pumps believed to be the first apparatus used to fight fire. The need for fire protection had to be realized moments after the invention of it in the beginning of time. Not lost on those in the business of war was the benefit of fire as a weapon and dating back to the Bible, we can witness examples of its use. In 586 BC, the Babylonians used it to destroy the Temple in Jerusalem during their conquest of the region by King Nebuchadnezzar. The Temple has been rebuilt twice and the location of the Temple as the footprint of God's existence in the physical world, the location of the Temple Mount in Jerusalem today, many conservatives of the Jewish faith believe a third temple will be constructed, signaling the coming of the Messiah and marking the beginning of the end of time. In Rome, the first fire fighters were slaves for Marcus Egnatius Rufus. Then Augustus formed the Vigiles in 6 AD to fight fires using bucket brigades, pumps, poles with hooks, and even ballistae, or catapults to destroy buildings on fire. These Vigiles also served as police. Rome suffered a number of serious conflagrations, most notably was the fire that started near the Circus Maximus on July 19, 64 AD, and destroyed 2/3 of Rome. The Emperor Nero was accused of arson because it was alleged that he allowed the fires to burn. In 1294, France's King Saint Louis, created the "guet borgeious" or burgess watch, allowing the residents of Paris to organize their own patrols separate from the King's night patrols to prevent and stop crime and fires. Upon completion of the Hundred Years' War, Paris' population expanded and set the scene for several great fires in the 16th Century.

King Charles disbanded the citizen's patrol and kept the King's patrol as the only one responsible for checking crimes and fire. London also, suffered great fires in 798, 982, 989, and the great London fire of 1666. This fire started in a Baker's shop located on Pudding Lane. It consumed almost 2 square miles of the city and left thousands homeless. Before this fire, there was no organized fire protection system. Insurance companies formed bucket brigades to protect their client's property and would only fight fires at buildings insured by the company, letting those not insured burn to the ground. The first fire brigades in the modern sense were formed in France in the early 18th century and the first commercially produced pumps were made by Francois du Mouriez du Perier, selling them as "fire preventing portable pumps." Francois donated 12 pumps to the city of Paris and the first fire brigade was formed called the Compagnie des gardes-pomps, or The Company of Pump Guards, in 1716. For this, Francois was named Fire Chief and the position stayed in his family until 1760. It was right about this time when the French word for fire fighting, "pompier", came to be recognized. The word pompier actually means pumper. On March 11, 1733, France ruled that all services provided by these pompiers were to be free of charge because people always waited until the last minute to call the fire brigade in an attempt to avoid paying the fee, and often it was too late. Fire fighters in France became paramilitary units with uniforms and protective helmets mandated by King Louis XV, were well trained and well equipped.

Napoleon Bonaparte created the first professional fire fighters called the Sapeurs-Pompiers, or "Sappers-Firefighters" from the French Army after a fire at the ballroom of the Austrian Embassy injured several dignitaries. As populations began to rise as more immigrants came ashore, the assessment of Captain Smith became ever more prevalent in regard to the devastating fires in the colonies. As more wood structures were added more forest were cut down to supply the demand for lumber, and in Boston, Philadelphia, and New York, problems of social significance began to arise involving housing, sanitation, water supply, and fire danger. In 1648, Governor Peter Stuyvesant appointed four men to act as fire wardens. It was their job to inspect chimneys and fine violators of city rules. The city later appointed 8 prominent citizens to "Rattle Watch". These citizens patrolled the streets at night with large wooden rattles and would promptly sound off with those rattles to alert the citizens of a fire alarm. The residents would then form a bucket brigade in an attempt to save the victim's belongings. After the Great Fire of London in 1666, The Fire Office, employed teams of Thames River fishermen to be the first firemen. They were given uniforms and badges that showed which company they belonged. In the 1670's, Boston suffered a series of arson fires and finally a large conflagration in 1676, prompting Boston officials to buy the first apparatus made in England for the purpose of fire fighting. It was a 3' long, 18 inch wooden box with handles and a pump that fed a small hoseline and the water supply was fed by bucket brigade. On January 27, 1678, 1 Engine Company of Boston, was formed after being appropriated by legislation and put in service with 12 men and Thomas Atkins, forman, was the first fire officer in the country. The first municipal fire department was formed by the city of Edinburgh,

Scotland called the Edinburgh Fire Engine Establishment in 1824, led by James Braidwood. London followed in 1832, with the London Fire Engine Establishment. On April 1, 1853, Cincinnati, Ohio's Fire Department became the first full time professional fire department in the United States, and the first in the world to use steam engines. Horse drawn steam engines were developed in 1829 but weren't accepted until 1862. Internal combustion engines were constructed in 1907 in the United States, leading to the decline in the use of steam engines.

In America

The man who established the first volunteer fire department in colonial American was a philosopher, statesman of the American Revolution, and diplomat named Benjamin Franklin. In 1711, Boston had another big fire that destroyed the homes of 110 families that 6 year old Ben witnessed. The citizens of Boston, concerned with the dangers of fire, formed the Mutual Fire Societies that same year. Ben Franklin often wrote about the need for organized fire fighting protection in Philadelphia. A 1733 article in the Philadelphia Gazette, Franklin's own newspaper, he wrote about the Mutual Fire Societies and how they were a social club and not for the interest of anyone else not belonging to the group. Members of the Mutual Fire Societies would only respond to battle fires affecting other members and not the community at large. Ben Franklin wanted organizations that would battle all fires, regardless of whose property was burning. In 1736, he formed The Union Fire Company of Philadelphia immediately after a large fire devastated the city yet again. This organization of firefighters, with 30 men, is the model for the establishment of volunteer fire departments still in use today. The Company would limit their membership size to 30-40 men and other departments were established, such as, The Fellowship, Hand-in-Hand and Heart-in-Hand, and Friendship Companies, throughout the city. Each of the companies would purchase their own equipment and place it in strategic locations around Philadelphia. Most early fire companies in Philadelphia, New York, and Baltimore had wealthy citizens that served their volunteer departments. They represented all professions and trades and were able to purchase their own equipment. Also, they could pay the fines associated with missing meetings or fires. These early departments were social clubs that afforded the members a place to meet and indulge in cheap drinking and prostitution. The firehouses were the Social Centers of the neighborhoods. Some famous Americans who served as volunteer firefighters were: George Washington, Thomas Jefferson, Samuel Adams, John Hancock, Paul Revere, Alexander Hamilton, John Jay, Aaron Burr, Benedict Arnold, and of course, Benjamin Franklin.

The most important tools of these early firemen were a bed key and a salvage bag. In colonial homes, the bed was the most expensive piece of furniture the family owned. The bed key allowed the firemen to dismantle the bed quickly to save what they could for the owner. A fire that began to gain headway fast soon became out of control and salvage operations were basically the priority. Firefighting apparatus could only supply a small amount of water. Benjamin Franklin, in bringing awareness about the city's need to improve firefighting techniques wrote in the Philadelphia Gazette,

“In the first Place, as an Ounce of Prevention is worth a Pound of Cure, I would advise ‘em to take care how they suffer living Coals in a full shovel, to be carried out of one Room into another, or up or down Stairs, unless in a Warmingpan shut; for Scraps of Fire may fall into Chinks and make no Appearance until Midnight; when your Stairs be in Flames, you may be forced, (as I once was) to leap out of your Windows, and hazard your Necks to avoid being oven-roasted.”

He also noted how fires were being fought in Philadelphia:

“Soon after it [a fire] is seen and cry’d out, the Place is crowded by active Men of different Ages, Professions and Titles who, as of one Mind and Rank, apply themselves with all Vigilance and Resolution, according to their Abilities, to the hard Work of conquering the increasing fire.”

Franklin further urged that chimney sweeps be licensed by the city.

An attempt at fire insurance was undertaken in 1736 following a devastating fire in Charlestown, MA. This endeavor did not work out and in 1740, Franklin organized the successful “Philadelphia Contributorship” to insure homeowners from the loss of fire. The company introduced “fire marks” to be affixed to the front of the property for easy identification of the insured. Each company had their own fire mark and would pay, according to the percentage of property saved, for the services of the volunteer companies to ensure the fires would get the very best attention. These firegrounds became the scene of violent riots about who would get paid, while the house burned to the ground behind them. Baltimore, or mob town as the city was commonly referred to was certainly no exception and these clashes demonstrated a need for an organized municipal department.

In recognizing the tragedies experienced in places such as Boston, Philadelphia, and New York, Baltimore enacted regulations for fire prevention and to levy harsh fines to homeowners that allowed their chimneys to “blaze from the top.” Also, the town was established on a 60 acre tract of land called Cole’s Harbor, divided into 1 acre plots, allowing for adequate spacing of buildings to prevent incidents of multiple property damage as a result of fire. Baltimore recorded its first fire on March 16, 1749 at the home of Greenbury Dorsey. 6 fatalities were reported and from then on,

citizens would band together whenever the cry of fire rang out. Everybody became firemen when commanded to “hand along the buckets” and form the bucket brigades in these early days.

The Mechanical Fire Company, at Fayette and Gay Streets, located next to the old courthouse, holds the distinction of being the first volunteer fire company in Baltimore, established after the town managers announced a lottery to raise money for several municipal improvement projects. Of these improvements, 2 fire engines were to be purchased along with leather buckets and such to outfit these anticipated companies. “The Baltimore Fire-Engine and Wharf Lottery”, as it was called, did not raise the money it desired. The Mechanical Fire Company continued to respond to fires with ladders, buckets, axes, and hooks for 6 more years until a fire engine, one that the captain was quite happy to get rid of, aboard a Dutch ship in the port was sold for 99 pounds. Since it came from Holland, it was named, “The Dutchman”, and was in service for 19 years before another company was formed. The Union Fire Company was established in 1782 on the west end of town at Hanover and Camden Streets. Their engine was named, “Tick-Tack.” The third company to be formed, in 1785, was organized from unhappy members of the other companies into the Friendship Fire Company in Oldtown. Fells Point then organized the Deptford Fire Company in 1792 and in 1828 they combined with the Colombian and Franklin Fire Companies into one station house at Broadway and Fleet Streets. In 1794, a fire company was established at Fayette and Liberty Streets named The Liberty Fire Company. With all these different companies responding to fires and wanting to be the ones who got paid by the insurance companies for their service, riots on the fire ground broke out often. Below is a list of all the other volunteer fire companies organized in Baltimore prior to it being a paid municipal department.

1799- The Federal Fire Company. In 1810 the name changed to the Independent Fire Co., and in 1819 a station house was constructed at Gay & Ensor Streets. At this location today stands the museum and headquarters of Box 414 Association, although not in the same house.

1799- The Reliance Fire Company (Disbanded)

1801- Republican Fire Company (Disbanded)

1804- Vigilant Fire Company formed and stationed at Granby, near Duke Street. Later became paid Engine #3.

1805- The New Market Fire Company formed on Eutaw Street between Saratoga and Mulberry Streets.

1805- The Colombian Fire Company formed. 1828 shared quarters with the Deptford and Franklin Companies. 1849 relocated to Gough and Ann Streets and later became Engine 5.

1810- The First Hose Company was established at Hanover and German Streets

1810- The United Hose & Suction Company was located at Howard and Liberty Streets.

1810- The Fells Point Hose & Suction Company became part of the Deptford and Colombian Companies in 1828.

1815- The Washington Hose Company formed between Liberty and Sharp Streets on Lombard Street. In 1853, they relocated to Barre Street and later served as Engine Co. 2.

1822- The Patapsco Fire Company formed at North Avenue and Fayette Street.

1830- The Howard Fire Company established on Park Avenue above Fayette. This house would later serve as Engine Company 1 and Hook and Ladder No. 2.

On November 18, 1833, Mayor Jesse Hunt also of the Washington Hose Company convened a conference of all 15 fire companies in Baltimore in an effort to ease the violence displayed by rival companies on the fire ground, and mainly restore order among the companies. As a result of these meetings, the beginnings of the Baltimore City Fire Department were realized by founding of the Baltimore United Fire Department (BUFD), on January 20, 1835. Members paid dues of \$5.00 per year for the privilege of service to the upkeep of the department.

The Baltimore United Fire Department in 1834-1856

(All Volunteer)

No. 1 Mechanical Fire Co.

No. 9 Colombian Fire Co.

No. 2 Union Fire Co.

No. 10 First Baltimore Hose Co.

No. 3 Friendship Fire Co.

No. 11 United Hose Co.

No. 4 Deptford Fire Co.

No. 12 Franklin Fire Co.

No. 5 Liberty Fire Company

No. 13 Washington Hose Co.

No. 6 Independent Fire Co.

No. 14 Patapsco Fire Co.

No. 7 Vigilant Fire Co.

No. 15 Howard Fire Co.

No. 8 New Market Fire Company

Under this organized system, several other companies were formed. In 1840, the Watchman Fire Company was formed as No.16 in a stable on York Street. The Lafayette was established as No. 17, at Caroline and Silver Streets, and The Monumental Hose Company was followed as No. 18, in 1851. It was, in that year the BUFD introduced their first Truck Company as

Pioneer Hook & Ladder No. 1 on Harrison Street near Fayette. It was given the designation as Company No. 19 and was changed to Hook & Ladder No. 1 in the paid department. The 20th was the Western Hose Company established in 1852 at W. Baltimore and Pearl Streets, later relocated to Greene Street between Baltimore and German Streets. The last 2 companies formed under the volunteer system were The Mount Vernon Hook & Ladder Company, No. 22, in 1853., later to become Hook & Ladder Company 4, and the United States Hose Company on Light Street in 1856 became the 23rd and final company of the volunteer era for Baltimore.

Until 1858, the character of the BUFD was mainly that of lawlessness and riots. Fierce rivalries between companies caused Engine houses to be torched, apparatus to be thrown into the harbor. Picks, axes, and bricks, were used as weapons against each other sometimes even mortally wounding some in the process. Gangs called “Hangers On” would jump on the apparatus responding to alarms of fire as protection and extra muscle for these members. The eventual downfall of the BUFD was the fact there was no single accountability to a chief and by then the citizens had enough. In an effort at reform, hostlers (horsemen) and engineers (today’s pump operators) were recommended to be paid while all others serving the company remained volunteers, while another recommendation by Mr. Henry Spillman urged that all men be paid for their labor.

ORDINANCE CREATING THE PAID DEPARTMENT

Section 1. Be it enacted and ordained by the Mayor and City Council of Baltimore, That immediately upon the passage of this ordinance, there shall be appointed, as city officers are appointed, five persons of good character and standing, who shall be styled the “Fire Commissioners of the City of Baltimore,” who shall draw for the term of their respective office, say, one for the term of five years, one for the term of four years, one for the term of three years, one for the term of two years, and one for the term of one year, and annually thereafter in the month of February, there

shall be appointed in the same manner, one person of like character, to serve for the term of five years.

Section 2. And be it enacted and ordained, That in the event of a refusal, or neglect to perform the duties of their office, on the part of any one or more of said Commissioners, the Mayor being duly certified thereof, by any two of the said Commissioners, shall fill such offices by new appointments to serve the full term of those refusing, or neglecting to serve, or in the event of a vacancy occurring from any cause, the Mayor shall fill such vacancy by new appointment, and at the first session of the City Council thereafter, if the Council be not in session, submit such appointment to the City Council for its confirmation.

Section 3. And be it enacted and ordained, That the said Fire Commissioners shall appoint a clerk, who by virtue of his office, shall be a member of the Fire Department constituted by this ordinance, and who shall receive a salary of seven hundred dollars per annum, but shall not be entitled to any other pay under any of the provisions of this ordinance. Said clerk shall also perform the duties of clerk to the Chief Engineer; and the Fire Commissioners shall be authorized to fit up an office for their use, which shall be centrally located, and the cost of which, together with the rent and necessary stationary, shall be paid by the city; and the Commissioners shall be further authorized to receive the names of as many persons as they may think proper as honorary members, said honorary members paying the annual sum of five dollars.

Section 4. And be it enacted and ordained, That the Fire Commissioners shall have power to appoint the requisite number of persons to perform the duties of their several positions set forth in this bill, the Chief Engineer excepted, who shall hold their places during good behavior, to suspend or expel any member of any company, and to disband or reorganize any company, and they shall also adopt a suitable uniform to be worn by the officers and men; and generally the said Fire Commissioners shall adopt such rules and regulations for their own government, and of the Fire Department, as they shall deem expedient for the interests of said department, provided such rules and regulations are not inconsistent with the laws of the State of Maryland, or the ordinances of the City of Baltimore: they shall keep a record of all their proceedings, subject to the inspection of the Mayor and City Council or either Branch thereof; the Fire Commissioners, moreover, shall define the duties of their clerk.

Section 5. And be it enacted and ordained, That the Fire Department shall consist of a chief engineer, two assistant engineers, one of whom shall reside in the first and the other in the second district named in the ordinance; one fire inspector who shall be appointed and paid pursuant to existing ordinance; six steam fire engine companies, to consist each of one foreman, one engineer, one fireman, one hostler and nine extra men; two hook and ladder companies, to consist each of one foreman, one hostler, and fourteen extra men.

Section 6. And be it enacted and ordained, That the steam engine companies shall each have one steam engine, one hose reel, three horses, and one thousand feet of hose.

Section 7. And be it enacted and ordained, That the hook and ladder companies shall each have one truck, with all the hooks, ladders, &c. and two horses.

Section 8. And be it enacted and ordained, That the salaries of the officers and men comprising this department, shall consist of the following sums per annum, payable monthly; the chief engineer shall receive twelve hundred dollars; two assistant engineers, each six hundred dollars; the foreman of each company, three hundred dollars; the engineman, seven hundred and twenty dollars; the fireman, four hundred and seventy-five dollars; hostlers, four hundred dollars; and the extra men, two hundred dollars; and the paid members of the department, except the extra men and foremen, shall give their undivided attention to their respective duties.

Section 9. And be it enacted and ordained, That the steam fire engine and hook and ladder companies, shall be located at such points as the Commissioners shall designate.

Section 10. And be it enacted and ordained, That the chief engineer shall be appointed as other city officials are appointed, and shall continue in office during five years. He may be suspended for inattention or neglect of duty by a majority of the Fire Commissioners, with the approbation of the Mayor.

Section 11. And be it enacted and ordained, That the Fire Commissioners together with the chief engineer, shall form a Board of Control, and shall be responsible for the discipline, good order and proper conduct of the whole department, both officers and men, and for the care of the houses, engines, hose reels and other furniture and apparatus thereto belonging; they shall have superintendence and control of all the engine and other houses used for the purposes of the fire department, and all the furniture and apparatus thereto belonging.

Section 12. And be it enacted and ordained, That it be the duty of the chief engineer, and his assistants, whenever a fire shall break out in the city, to immediately repair to the place of such fire, and to take proper measures that the several engines and other apparatus be arranged in the most advantageous situations.

Section 13. And be it enacted and ordained, That the Chief Engineer shall have sole command at fires over all other officers, all members of the fire department and all other persons who may be present at fires and shall take all proper measures for the extinguishment of fires and further protection of property, preservation of order and observance of laws of the State, ordinances of the city and regulations of the Fire Commissioners, respecting fires, and it shall be the duty of said engineer to examine into the condition of the engines and all other fire apparatus, and of the engine and other houses belonging to the city, used for the purposes of the fire department and the

companies attached, as often as circumstances may render it expedient, or whenever directed to do so by the City Council or Fire Commissioners and annually to report the same to the Mayor and City Council of Baltimore, also to cause a full description of the same, together with the names of the officers and members of the fire department, to be published annually in two of the daily city papers to be selected by him, twice a week for two consecutive weeks, and, whenever the engines or other fire apparatus, engine or other houses used by the Fire Department, require alteration, additions or repairs; the chief engineer shall cause the same to be made, provided such repairs, &c., shall not exceed in any instance the sum of twenty dollars, if it exceed that sum, the assent for the same of a majority of the Fire Commissioners must be obtained, and it shall be moreover the duty of the said Chief Engineer, to receive and transmit to the said Fire Commissioners, for the use of the Council, all the returns of the officers, members and fire apparatus, made by the respective companies as hereafter prescribed, and all other communications relating to the affairs of the fire department, to keep fair, and exact rolls of the respective companies, specifying the time of admission, and age of each member, which he shall report in writing to said Fire Commissioners, who shall safely file such reports.

Section 14. And be it enacted and ordained, That in case of the absence of the Chief Engineer the Assistant Engineer in whose district the fire may occur, shall exercise the duties of this office with the full power of the Chief Engineer.

Section 15. And be it enacted and ordained, That the city shall be divided into two fire districts, the first comprising all that part of the city lying west of Calvert Street; the second district, all that part of the city lying east of the same.

Section 16. And be it enacted and ordained, That immediately on the appointment and organization of the Fire Commission, herein provided for, it shall be their duty to prepare rules and regulations for the government of the fire companies and the members thereof, and to furnish each member of the fire department with a copy of said rules, and to have said rules posted conspicuously in the office of the department, and in and about the several engine houses belonging to the department, and to give notice that they are prepared to receive applications for membership in the City Fire Department, and that they are also ready to receive proposals for the sale to the city of such fire apparatus as the city may require.

Section 17. And be it enacted and ordained, That the Register be, and he is hereby authorized, and directed to pay to the order of the Fire Commissioners the sum of forty thousand dollars for the purchase of fire apparatus as described in section 5 of this ordinance, for the use of the Fire Department.

Section 18. And be it enacted, and ordained, That should any person or persons not a member of the City Fire Department, use the uniform determined upon by the Fire

Commissioners, or any part thereof, such person or persons shall each be fined not less than five dollars nor more than twenty dollars for each and every offence, to be recovered as other fines are recovered; one -half to the use of the informer, the other half to the use of the city.

Section 19. And be it enacted, and ordained, That should any persons, injure, deface, or in any manner destroy any city fire apparatus, or should any person or persons hinder or obstruct any city fire company or hook and ladder company or any member thereof from freely passing along the streets of the city to or from a fire or in manner hinder or prevent any of said fire companies or any member of the same from operating at any fire, each and every person or persons so hindering, obstructing, or preventing, shall be fined not less than five dollars nor more than twenty dollars, to be recovered as other city fines are recovered; one-half to the informer the other half to the city.

Section 20. And be it enacted and ordained, That in the event of the establishment of a Police and Fire Alarm Telegraph, it shall be the duty of the members of the police department, in the district in which the fire may occur, to communicate the fact to the Central Station by means of the signal box in the district in which the fire may be, in accordance with the rules and regulations governing the signal boxes, and it shall be the duty of the police, in the night time, on the occurrence of a fire to give farther notice thereof, within their respective districts by springing their rattles, and crying fire, and if practicable the number of the signal box from which the alarm proceeded; and when a police officer has an alarm bell in his district, it shall be his duty to ring the same by striking the location as indicated by the Fire Alarm Telegraph.

Section 21. And be it enacted, and ordained, That it shall be the duty of the Fire Commissioners to erect a suitable shop or shops, in such locality as they may deem best suited for the same, for repairing apparatus, and that the six engineers be required to do whatever repairing, &c., that may from time to time be required by said Commissioners.

Section 22. And be it enacted, and ordained, That the Chief Engineer and his assistants, be authorized to exercise the powers of police officers in going to, while at, or returning from any fire that may occur, or alarm.

Section 23. And be it enacted, and ordained, That this ordinance shall take effect immediately on and after its passage.

Approved, December 10, 1858

THOMAS SWANN, Mayor

RULES AND REGULATIONS BALTIMORE CITY FIRE DEPARTMENT

DECEMBER 1858

All the companies composing the department shall be furnished with a copy of the ordinance creating the department, and the rules and regulations of the Board of Fire Commissioners, and it shall be the duty of the officers, and members to conform to all duties herein required, and all orders of the Chief Engineer. Each company shall be designated by number.

CHIEF ENGINEER.

The Chief Engineer shall perform all such duties as are prescribed in the ordinance creating this department, entitled "An Ordinance to establish a paid Fire Department for the City of Baltimore."

ASSISTANT ENGINEER.

It shall be the duty of each Assistant Engineer to visit, at least once a day, the several engine, and truck houses in the district for which he was appointed, see whether any repairs, &c., are necessary, and daily report the result of his examination to the Chief Engineer. He shall see that the houses, machinery, and horses are in good order, and proper discipline kept. It shall be the duty of said Assistant Engineers, whenever a fire shall occur in the city, to repair immediately to the place of such fire, and carry with them a suitable badge of their office, and report to the Chief Engineer, and take proper measures, under his direction, that the several engines, and other apparatus shall be arranged in the most advantageous situations, and only used for the effectual extinguishment of fires, and to call for assistance, if need be, from all persons present, as well as members of the department. It shall also be their duty to cause order to be preserved in going to, working at, or returning from fires, and at all other times when companies attached to the department are on duty. In case of the absence of the Chief Engineer, the Assistant Engineer in whose district the fire may occur, shall exercise the duties of this office with full power, but in the absence of the Chief, and Assistants, the Foreman of the company in whose district the fire may be, shall have command until the arrival of the Chief, or Assistant, and for which purpose the city shall be divided into as many districts as there are companies. They shall also perform such other duties as the Board may from time to time prescribe.

FOREMEN.

It shall be the duty of the Foremen to see that the several engines, apparatus, and horses committed to their care, and the several buildings in which the same are deposited, and all things in, and belonging to the same, are kept neat, and clean, and in order for immediate use. It shall also be their duty to preserve order, and discipline in their respective companies, especially whilst going to, in service at, or returning from fires, and require, and enforce a strict compliance with the city ordinance, and the rules, and regulations of the Board of Control. They shall also keep, or cause to be kept, fair, and exact rolls, specifying the age, time of admission, and discharge of each member, and accounts of all the city property entrusted to the care of the several members, and of all absence, and tardiness of the same, in a book provided for that purpose by the city, which roll, or record books are always to be subject to the order of the Board of Control. They shall also make, or cause to be made, to the Chief Engineer, true, and accurate returns of all the members, with their ages, residence, and occupation, also the condition of the apparatus, and other property entrusted to their care, once a month, or oftener if called upon so to do. The Foremen, or commanding officer

of each company, shall remain with the company or apparatus, of which he has charge, preserve order, and direct the operations of the same, and all members of the several companies, except when otherwise engaged on special duty, shall remain at or about the apparatus, to which they are attached.

ENGINEMEN.

It shall be the duty of the Enginemen of each company, to be at all times present at the engine house, except when absent therefrom on duty, he shall give his entire time and attention to his company, and shall have his engine ready for service at all times. He shall accompany his engine to all fires, or alarms, and discharge the duties appertaining to his position, as directed by the Foreman of his company, or his superior officer, and he shall be required to do all repairing, as prescribed by the ordinance creating this department.

HOSTLERS.

The Hostlers shall have charge, and care of the horses of their respective companies while at the engine, or truck house, going to a fire, whilst there, or returning to the house, and shall have them at all times ready for immediate service. They shall report to, and otherwise execute the directions of the Foreman, and shall be on duty at the engine, or truck house, at all times, except during fires, and whilst practicing horses, shall not go farther from the house than directed by the Foreman.

FIREMEN.

Each Fireman shall be on duty at his respective engine house at all times, except during fires, and shall discharge all the duties appertaining to his position during the time the apparatus is in service. It shall also be his duty to keep his engine house, hose carriage, and hose in proper, and cleanly condition, and shall be subject in all things to the direction of the Foreman. He shall also drive the hose carriage going to and returning from a fire.

EXTRA MEN.

It shall be the duty of each extra men, immediately upon an alarm of fire, to repair to the locality of said fire, report himself to the Foreman of his company, and perform such duties as may be required of him by his superior officers. Persons to be eligible to membership in the department, must be over the age of 21 years, and residents of the City of Baltimore. All persons connected with the department shall be required to attend all fires, or alarms of fires, promptly, and regularly, or be subject to dismissal.

No spirituous or malt liquors shall be allowed in any engine, or other house belonging to the department, or at any fire, or alarm of fire, and any member seen intoxicated about any engine house, or other house used by the department, at any fire, or alarm of fire, shall be subject to dismissal.

Any officer, or member of the department who shall willfully neglect, or refuse to perform his duty, or shall be guilty of disobedience to his superior officer, or officers, shall for such offence be suspended from the department, and any officer, or member who shall offend against any ordinance of the city relating to the fire department, the same to be determined by the Board of Control, shall in addition to the liability of suspension by the Chief Engineer, be also liable to a penalty of not less than five, nor more than ten dollars, the same to be deducted from the monthly pay of the person so offending.

The uniform of the Chief, and Assistant Engineers, shall consist of a white fire cap, having the name of their respective offices on the front, drab, or other light colored coat, and pants. Each Foreman shall wear a white fire cap, with black front, with the name of his office, and the number of the company to which he is attached thereon, and black coat and pants. All other members of the department shall wear black coats, and pants, and black fire caps, having the number of their respective companies on the front. The Enginemen, Hostlers, and Firemen to have the name of their respective offices above the number of their companies. Each member of the department shall also wear a grey flannel shirt.

Each officer, and member of the department shall be furnished by the Board of Commissioners with a badge, properly numbered, and they shall appear at all fires or alarms of fires with their uniform, or badge.

In case of sickness, or absence from the city of any officer, or member of the Fire Department, his place may be filled by such person as he may select, provided that said person be approved by the Board of Commissioners, and Chief Engineer, and the party thus furnishing a substitute shall be responsible for his conduct.

Each officer, and member of the department shall sign the following agreement, in a book to be provided for that purpose by the Board of Control: The undersigned having been appointed a member of the Baltimore City Fire Department, hereby agree to abide by all the ordinances of the Mayor and City Council, and the rules and regulations of the Board of Control of the Fire Department relating thereto.

Each officer, and member of the department on signing the rules, and regulations of the City Fire Department, shall be furnished with a certificate of membership, signed by the President, and Clerk of the Board of Control.

No company shall be permitted to leave the city with their apparatus under any consideration whatever, unless permission be granted by the Board.

Absence from a fire, or alarm of fire without good, and sufficient cause, the same to be determined by the Board of Commissioners, shall subject the party absenting himself to the following fines:

For an Assistant Engineer, or Engineman,...\$3.00

Hostler or Fireman,...\$2.00

Foreman,...\$1.50

Extra Men,...\$1.00

The same to be deducted from their monthly pay.

Approved, December 10, 1858

Board of Fire Commissioners

JOHN CUSHING, President

John T. Morris

William H. Quincy

William H. Stran

John W. Loane

CHARLES T. HOLLOWAY, Chief Engineer

DANIEL SUPER, Clerk

Fire of 1904

On February 7, 1904, the men of Engine Company #15, along with their officer, Captain John Kahl, were getting ready for a quiet Sunday when an alarm was received from the John E. Hurst & Company on Baltimore Street. While en route, Capt. Kahl noted only a small amount of smoke coming from the upper floors and thought they didn't have much of anything. He went to the automatic alarm system panel which was emitting an alarm from the basement. Engine Co. 15 entered from the German Street side with a $\frac{3}{4}$ " chemical line and a 2 $\frac{1}{2}$ " hand line and advanced to the basement where they encountered fire conditions that were rolling across the ceiling. It wasn't much longer until the elevator shaft flashed with enough power to blow the roof off the building. The firefighters escaped without injury but "Goliath", the horse pulling Engine 15, was burned by flames from the explosion that now were sending burning embers through the broken windows in surrounding buildings. At 1055 hours, the 5th District Engineer, Chief Burkhardt, ran to the corner fire alarm box # 414 to request additional alarms. At 1140, Chief of Fire Department Horton called for a general alarm which summoned all Baltimore City Companies to the fire ground. Unfortunately, Chief Horton was disabled within an hour after his arrival when a falling trolley wire burned him as he stood at the corner of Liberty and Baltimore Streets.

District Engineer August Enrich assumed command until Monday afternoon. Mayor Robert M. McLane., 36, seemed to have control of the crisis from the start. Yet, as he became more involved in choosing strategies for fighting the fire-a role he was ill-equipped to fill, McLane began to make some disastrous decisions. With Chief Horton's injury and evacuation from the fire scene, McLane worked with August Enrich, a much younger and less experienced firefighter. McLane at the urging of well-intentioned advisors approved the dynamiting of buildings to try to stem the fire's advance, a tactic that a seasoned fire chief like Horton would not have undertaken. Instead of providing the intended fire break to stop the fire's advance, the explosions spread the fire by breaking the windows of nearby buildings and igniting them.. Washington's firefighters raced by rail to Baltimore in a near-record 38 minutes, arriving at 1:30 p.m., only to find that the District's hose couplings would not fit Baltimore's hydrants. They futilely attempted to remedy the situation by wrapping canvas bandages around the hose couplings. Before the fire was over, nineteen fire departments from the mid-Atlantic states joined the fight to extinguish Baltimore's Great Fire including Washington, DC, Philadelphia, Wilmington, and New York City. The Baltimore Police and the Maryland National Guard also made great contributions. When the wind shifted Sunday night, blowing toward the east and southeast at about 30 miles per hour, the fire roared through the financial district, consuming many of Baltimore's investment and insurance companies and banks. Flames eventually jumped the north-south Jones Falls waterway but were brought under control while firefighters concurrently fought spectacular fires on piers adjacent to Pratt Street. This was accomplished by Philadelphia firefighters on Pratt Street while 130 men and 9 engines from New York City blocked the fires progression past the Jones Falls. The City of Baltimore furnished 460

firefighters, 24 engines, 8 trucks, and several boats. In total there were 1231 firefighters, 24 engines, 9 trucks, 2 hose companies, 1 fire boat, 1 police boat, and several tug boats combining in this valiant effort to save Baltimore.

One reason for the fire's duration was the lack of national standards in fire-fighting equipment. Although fire engines from nearby cities responded, many were useless because their hose couplings failed to fit Baltimore hydrants. As a result, the fire burned over 30 hours, destroying 1,526 buildings spanning 70 city blocks. Immediately afterward, Mayor Robert McLane was quoted in the Baltimore News as saying,

"To suppose that the spirit of our people will not rise to the occasion is to suppose that our people are not genuine Americans. We shall make the fire of 1904 a landmark not of decline but of progress." He then refused assistance, stating "As head of this municipality, I cannot help but feel gratified by the sympathy and the offers of practical assistance which have been tendered to us. To them I have in general terms replied, 'Baltimore will take care of its own, thank you.'"

Two years later, on September 10, 1906, the Baltimore-American reported that the city had risen from the ashes and "One of the great disasters of modern time had been converted into a blessing." It was long believed that no lives were lost directly to the fire. Many books written on the Great Fire said no deaths occurred as a direct relation to the fire, and a plaque that commemorates the Great Fire also reads "Lives Lost: None." However, a recently rediscovered *Baltimore Sun* newspaper story from the time tells of the charred remains of a "colored man" being pulled from the harbor, near the area where the USS *Constellation* is currently docked, days after the fire. It is believed this death was purposely covered up by City officials to eliminate any record of a fatality associated with the fire., however, in the aftermath, 35,000 people were made homeless and unemployed in the depths of winter. After the fire, the city was rebuilt using more fireproof materials, such as granite pavers.

H. L. Mencken survived the fire, but the offices of his newspaper, the *Baltimore Herald*, were destroyed. He relates the fire and its aftermath in the last chapter of *Happy Days*, the first volume of his autobiography. He writes that he enters a boy, "**fueled by the hot gas of youth, and emerged almost a middle-aged man.**"

The fire is also memorialized in the folk song "**Baltimore Fire.**"

**Fire, fire I heard the cry
From every breeze that passes by
All the world was one sad cry of pity
Strong men in anguish prayed
Calling out to the heavens for aid
While the fire in ruins was laid
Fair Baltimore the beautiful city**

Over \$150,000,000 worth of damage was done.

2

The Early Years

Every firefighter's career in the Baltimore City Fire Department begins at the Frank J. Trenner Fire Academy. It starts with an interview and placement in one of the upcoming classes, or at least that's the way it was when I entered fire school in August of 1993. Changes come along pretty fast and there is no telling how the process is completed today because there seems to be a revolving door for directors of the academy. During my training, probationary firefighters, as we were referred to, were assigned to the fire academy for 4 months. The training consisted of all aspects of fire suppression and hazardous material incidents with little emphasis placed on emergency medical service. The course that the State of Maryland required all EMT-B first responders to take to be certified took as long as 6 months to complete. In the City, it takes only 16 days. We were trained to pretty much assist any paramedic with their emergency medical protocols and drive an ambulance because we would all be required, or detailed to drive a medic unit. The medic service in Baltimore is abused by citizens with no apparent medical emergency or it is utilized by those who know how to work the system to obtain a free ride to a hospital or doctor's appointment, as you will read about later. The best I could offer you is a band aid and a ride. I wanted to be a firefighter, not a paramedic, so this abbreviated training was fine by me.

Each day began with signing in and getting into a blue pair of overalls that served as the uniform for all probationary firefighters. We were instructed to stand at attention and salute all uniformed personnel while they were on the premises to remind us of our insignificance in the fire department compared to the members who have graduated before us. We were the lowest of the low and often reminded that the fire department must have been scraping at the bottom of the barrel just to assemble our class. The ranking Captain of the academy would ring a bell that used to be mounted to some old piece of apparatus. This announced that it was time for us all to line up, in

alphabetical order according to the first letter of your last name. Technical stuff. Then we would call out our succession in line. In the beginning there were 60 of us so during this time I was number 54. At the end my number came to be 48 due to our losing a few people to coming up dirty on surprise drug tests that seemed to be held following any weekend or holiday that fell during that time. Yes, Halloween in the Fire Academy is a holiday and this marked the first round of eliminations. During line up that next morning, several names were called and told to step out of line to be transported to the fire department's medical clinic for a drug urinalysis. Members of the fire department were treated by physicians located in a clinic in the Headquarters of the Baltimore City Police Department so you had to be transported downtown and tested. That is if you had to go. If not, they handed you a cup and pointed you in the direction of a water fountain. You wait for the results and are transported back to the fire academy. By the end of the day you would know who was dirty and was suspended pending termination because at the afternoon line up, your number would be different from the beginning depending on how many were dismissed each day. After the morning line up, it was time for physical training. We would march outside and run a mile and a half around a track on the academy grounds while those in the class that had military experience were allowed to lead us in a cadence. The class then split up and went to their respective training area, without a shower. Needless to say, when it was hot, the whole place smelled like ass and alcohol. There were several members of our class given to the occasional drink, some in excess I might add. I must admit that I was one and will not offer up any others but if you hung around me, you were too. These guys are some of my best friends till the day I die.

Classroom training was the toughest part. The thing that made it so tough was not the training but the constant battle you would have trying to stay awake. The instructors didn't care if you slept because it was not their job to motivate you, so if you did fall asleep, you simply missed the class. The outdoor evolutions were the best part because something was usually burning that we would have to put out. The heat the simulated fire produced was a joke compared to the heat we would eventually feel after graduation, but it still made us feel as though we were on our way to becoming firefighters. These classes led up to tests each week on those evolutions and if you failed, you were called to another line up to be reprimanded by the chief of the academy. During my training, Battalion Chief Thomas Baginski was in charge and ready for retirement. He was an older gentleman on the verge of leaving a career spent fighting fire the old way and often shook as he spoke. The madder he was, the more he shook, but nonetheless he was very serious about us recognizing our need for being trained in the proper manner to protect our safety. Another old timer who was well respected for his candor about the job was Captain Bogdan. Captain Bogdan was also on his way out and finishing a distinguished career. He would include incidents of his vast experience "in the field" to support his training initiatives and he taught it right. Throughout my time in the fire service, I would find myself recalling his instruction on several occasions. Daily instruction was conducted by Lieutenants with measurable experience in fighting fires so we were pretty sure the

training was top of the line. If you were goofing off, you got called to the Chief's office and had to stand in line, waiting to be reprimanded, while everyone else made an ass out of you. In the only incident that I was called to the Chief's office is one of which I don't remember what it was for, but I sure remember my punishment. It was during the month of October, fire prevention month in Baltimore City when the fire department raises the awareness of fire safety to the public. Several events are held which bring out a huge crowd. One is a thrill show held at the fire academy that showcases the department and especially the high rise rescue team repelling out of a State Police Med-Evac helicopter and a parade featuring fire apparatus, school bands, and familiar fire related products. My punishment was to attend the parade and assist the companies with whatever they had to do. My job ended up being escorting the Energizer Bunny, complete with big feet and a drum that the wearer of the costume would beat to simulate the action of the rabbit in the commercial. The wearer of the costume was another colleague of mine from fire school, serving out a punishment of his own. We formulated our plan and quickly went into action. I assisted him in donning the suit and since no directions were sent by the Energizer Company on how to properly wear the costume, we improvised and although he was having trouble picking up those huge rabbit feet, we thought it wouldn't be a big deal. Ok, well the suit is on and it is our turn to enter the parade. Everything went fine for about 30 seconds until he kept tripping over those huge feet and falling on the drum. Imagine the Energizer bunny drunk. We didn't know how to lace them to his shoes. Finally, we were removed from the parade and immediately went and got drunk. Fire school was pretty much uneventful aside from the occasional study party that ended up being a party. A few of us would get together before a big test, mid terms, and the final exam in the basement of a neighborhood bar named Pepper's. The staff would include some food and free beer for our study sessions that were anything but. Then we would all show up hung over just to show them how hard we were studying. No one in our group ever failed a test.

In fire school, you are required to learn how to Lead Off, which is a process in which the engine connects to a fire hydrant. As the Lead Off person you must get off the wagon, grab the hydrant connection, with hose attached, and several loops of the hose. Spanner and hydrant wrenches are attached to the hose by a chain. When you have a sufficient amount of hose and the connection, the engine then departs for the fire building, paying out hose from the hose bed as it progresses toward the fire. During this time, the lead off person removes the large cap from the front of the hydrant and makes the connection, which is tightened using a spanner wrench. Only when you receive a signal from the driver of the engine, or the Pump Operator as they are referred to in Baltimore, can you charge the hydrant. If you don't wait for that signal and charge the hose line, you've probably charged the hose in the bed on the engine and every section has to be taken off and repacked. Not to mention, being shut out of the fire. What good is an engine company with no hose line? If you were the lead off person, you pretty much did it yourself. This evolution takes 45 seconds or you fail. You were also tested on the ability to don all of your equipment, including

the breathing apparatus. If you didn't do it in 45 seconds, you failed. Three or more of these types of failures and you were excused from the academy and welcomed to try again next time. That meant starting all over again. The most challenging aspects of the training for me was repelling from the top of the tower and aerial ladder evolutions. You see, I had and still do, an extreme fear of heights so the thought of hanging off a 5 story training tower on a rope did not appeal to me at all. I knew I would have to eventually do it, so this loomed over me until half way through school when it was completed. Aerial Ladder training was not as big a deal but without a fear of heights, it can be daunting task. Imagine a 105' Ladder, extended to the maximum height, straight up. As you climb the ladder it gets thinner and kind of starts to lean a bit. Now, add a nice stiff wind and you are up there swaying back and forth. This is when you put your life in the hands of the mechanics at the Apparatus Repair Division because they are the ones who keep this equipment in top service order.

Leading up to graduation on December 3, 1993, was an uncertain time for us, as we already knew we would make it, but the matter of where they were assigning us remained a mystery until the very last day. At that afternoon's line up, we were told. I was going to Truck Company # 6, located on the corner of Hanover and Ostend Streets in South Baltimore. That evening, I reported to the station house for the first time. Truck Company #6 was steeped in tradition, known for its lack of service but when they were called out on a box assignment, they usually had a fire. The firehouse was a gloomy place that was built in 1889 and remodeled over the years by the members assigned there. I can still recall the battleship gray color of the walls in the kitchen. A retiring member took a feather duster and dipped it in white paint. We came to know it as John McCarthy's, "Seagull who walked in shit" motif, it was that bad. Upon reporting to the station, I was put on D shift, which didn't report until the 5th for night work. The next day was graduation so I was certain to make it a memorable experience with the two days off I had before reporting for night work. Needless to say, we all had a good time, as all graduating members do. We graduated and everybody spilt up to their respective companies, some of I never saw again. A few of us from the small study group we formed kept in touch but for the most part, everyone went their separate ways. I went to Truck 6, one of the slowest units in the city. It was often joked about as being the busiest truck company in south Baltimore, for it was the only truck in south Baltimore. There are Engines and Trucks in the Baltimore City Fire Department. Engines carry hose and water, Trucks carry ladders and tools. Engines are saddled with the task of getting the water on the fire and the Trucks are responsible for ventilation and search and rescue. Basically, as a truck man, you would destroy things and assist the Engine Company to the seat of the fire. I was 2 hours early for my first day, trying to make a good impression on the guys I was assigned with, but that was not necessary I would soon find out.

Truck Company #6 was a house in which members from the busier companies in the fire department would transfer to in order to spend their remaining years before retirement. Companies like this are known as retirement homes or called "Rancho Relaxo". My first night, we had 1 run to

assist Medic 5 with a shooting around the corner from the station. My job was to press the button that controlled the traffic light and grab my turn out pants and boots. Everything went off without a hitch until I forgot my turn out boots and had to get under the door before it closed to retrieve the boots, then get on the wagon for the run. Medic 5 had a patient who was shot. The academy taught us how to assist the medics but it wasn't anything like this. The attending paramedic called for the MAST trousers, an inflatable bladder that is fitted around the legs to increase the blood volume in the torso around the heart by constricting the blood vessels in the legs. I got them and was trying to put them on him, as I was instructed to by the academy, when the paramedic must have felt I was taking too long and took them from me. She had them on the patient in no time, not worrying too much about the comfort level of the patient. What I am trying to say is she wasn't playing around. She knew what she was doing and I was ordered to assist her all the way to Shock Trauma, an advanced emergency room in downtown Baltimore. Everyone, of course, made an ass of me after the response was over and we went back home, not to hear another sound for the remainder of this restless night. The other guys went to bed at 9 pm and slept all night. I didn't. I paced the apparatus floor, waiting for the next run. Little did I know but the next run wouldn't come until the next trick. The next night we didn't turn a wheel.

In Baltimore City, we work 2 - 10 hour days and 2 - 14 hour nights, then were off for four days until the next day shift started. The four days worked were called tricks. To explain how vacations worked, here it goes. When you are assigned to a company, they put you on one of the 4 shifts, A, B, C, or D, which ever shift has a vacancy. Although 6 members are assigned to each company, be it an engine or a truck, only 4 members can ride their respective unit. Of course, the officer, and drivers are not detailed out, or sent to other companies to fill their vacancies, so the low men are sent "on the road". For the first thirty days after being assigned to a new company, you would not be detailed but kept "in the house" for familiarization with the operations of that particular company. I was put on D shift and given a "Kelly" number of 5. Each trick was assigned this number, 1 through 6 starting the first trick with D/1, then the next trick, D/2, all the way through 6, then it starts over again. When the D/5 shift was working, I would have the first choice option of taking the days off, if you had the time saved. In the beginning, I didn't have any time saved up, so it didn't benefit me for at least 6 more months. If I took the D/5 shift off, that cost 4 days. With 4 days off before the shift, 4 days of the shift, and the 4 days after before the start of the next day shift would, of course equal 12 continuous days off. If someone who was a D/6 number and was not taking them off, they could give them to you and continue your off days as described. I once took off almost 2 months utilizing this method. I remember them also assigning the color Red to my number so I was a D/5 Red. The color further allowed you, twice a year, to take vacation when it was not first choice option or your "Kelly" number. I had a lot of time to get acquainted with policy, Truck 6 didn't get many runs so I didn't see a whole lot of action. We did have Mr. Black. Mr. Black was an old man who was what we called a frequent flyer. He had a breathing disorder and required a medic

unit every other day or so to transport him to the hospital. Whenever you call 911 in Baltimore City and complain of trouble breathing, chest pains, are shot, or dying, you get a company along with the medic unit. There were only 18 medic units in the city for a population of nearly 1 million so you waited awhile for a medic unit. I can remember waiting for 30 minutes on a medic unit to respond to our location. With pissed off family members, it was not fun explaining to them the reason for the delay when their loved one is dying. It took me almost 2 months before I would get my first fire.

4 engines, 2 trucks, and 1 Battalion Chief are dispatched to a report of a fire or box assignment, depending on the seriousness of the call. In years past, alarm boxes with assigned numbers were strategically placed throughout the city. When an alarm box was activated, predetermined units would receive an alarm consisting of a bell and a ticker tape strip with the alarm info tapped out as holes in the paper. You would count the numbers and determine the box number, then respond to that box for further instruction from the person who pulled the alarm. This person was usually easy to find because when you would activate the alarm box, it would squirt out blue ink called “venetian blue” that was hard to get off. Just look for the person waving a blue hand, pretty funny but very effective. That was the old way but the terms are still used today out of tradition. With the utilization of 911 during the 70’s, the boxes were condemned and removed, becoming a highly prized acquisition of fire memorabilia for collectors. Now the call takers determine the dispatch order. A box assignment is dispatched by dialing the location code of each unit on a phone pad at Fire Communications. Engines begin with the number 1 and trucks with the number 2. Chiefs are designated with the number of the unit they are stationed with.

In the following example, the dispatcher would start with **106**, then **119, 123, 113, 201**, and **113**. Battalion Chief 2 is stationed with Engine 6 and Truck 1 at Oldtown Station so he is alerted by the **106** or **201** numbers. Truck 16 is stationed with Engine 13, so the **113** location code, or **216** alerts that house.

“Engine 6., Engine 19., Engine 23., Engine 13, Truck 1., Truck 16., Battalion Chief 2 respond, box number XXXX, Dwelling fire reported, 1111 Preston Street, time 0130”.

Fire Communications repeats this information again and all units begin their response.

When the members got on the apparatus, the officer would depress the en route button on what was known as the Modat system. For anyone who has watched the TV show COPS and while a police officer would talk on the radio, you can hear the radio make a blooping sound. That is the computer system acknowledging the status change and shows the unit as responding. When the unit reached their location, the “at scene” button was depressed and after the computer received the acknowledgement, the officer would then inform the incoming units of the situation, or initial size up.

“Engine 19 on the scene. We have a 2 story dwelling, nothing showing.” Or if there was a fire, “Engine 19 on location. 2 story dwelling, fire showing.”

Engines also give the location of the hydrant they are leading off from. The order of dispatch determines your location on the fire ground. The first and third engines dispatched, lead off from hydrants and the 1st goes to the front, while the 3rd goes to the rear. The 2nd and 4th engines report to the location of the 1st and 3rd's hydrants to supplement the pressure of the hydrants. The first truck dispatched goes to the front and covers the upper floors and roof, while the second truck reports to the rear and covers the lower floors, including the basement to shut off the gas and electric, while “opening up” or ventilating. If it is not a serious situation or perhaps, a false call, communications will send out what is called a “silent” alarm consisting of up to 2 engines and 1 truck. If those units encounter an incident where all the designated units are needed they ask for the rest of the box.

3

On the fire ground

My first fire occurred approximately 2 months after graduation. All of the guys who graduated with me and the ones I knew prior to going in the department were getting fire all the time. I listened to them all the time on the fire department radio. That's all I did was listen and listen to them talk about how great the fire was when we would all meet at our local bar after work. I got to hear of their heroic stories, which are just like the fishing lie; I once caught a fish this big, when really it was just a minnow. Which is just what they were, a played up version of the events. In retrospect, I am guilty of it to an extent but not then. We were so slow that there was no point even lying about it. Everyone knew how slow Truck 6 was and I would have been caught in it anyway but like the old saying goes, Even a blind squirrel gets a nut now and then." I got my first fire in a 2 story dwelling on Paschal Street. Paschal Street is in the Brooklyn section of Baltimore City, just prior to entering Anne Arundel County on Ritchie Highway. The members of Truck 6 were out getting lunch, on a normally slow day, at Cross Street Market. Cross Street Market is one of the City's historical municipal marketplaces, encompassing a one block area. Inside there are stalls set up on either side with a common walkway through the middle. Over the years, the tenants of the market offered residents fresh produce, meat, poultry, and fish from local farmers, sort of a version of the grocery store we know today. The market has changed over the years with the introduction of the grocery store but it still serves the same purpose today but with more lunch counters than that seen years ago. It tends to get crowded at lunchtime and on this particular Friday, that's just where we were, in the market, getting lunch. During this time in the fire department, officers only carried radios. When out of the station, the radio had to be on channel 5, the dispatch channel, so you could hear the transmission. I heard my Lieutenant's radio sounding off with the daytime, 999 tones being transmitted and then I saw him running for the truck with the other members behind. I figured I might as well see what the excitement is about so I followed as well. Upon arrival at the Truck, I was informed that we had a fire, Engine 35 had requested the remainder of the box for they encountered heavy smoke upon their arrival. We had to go from Cross Street Market to 6th Street and Patapsco Avenue, about 3 miles, to the fire ground. During our response, channel 1 continued to update us on conditions as we got our protective equipment, or turn out gear, on in a process called "suing up." This meant boots, turn out pants, coat, gloves, and breathing apparatus.

All while bouncing around in the cab of a truck. Needless to say to experienced firefighters, the companies had the fire under control before we arrived and we were ordered to assist the companies with “overhaul.” Overhaul is a process in which all burned contents are thrown out on the street and wet down by a hose line. Ceilings and walls have to be pulled to make sure there is no fire in the walls. That was my job, to go into the first floor of the dwelling and pull the ceilings. Without knowing the actions of the firefighters on the second floor, my Lieutenant and I did as ordered and started pulling the ceilings. The tool used for ceilings is called a pike pole, or ceiling hook. It has a point on the end and a hook immediately below it so you jab it through the ceiling, turn it and pull a portion of the ceiling down. When I jabbed my hook through the ceiling, it had gone through the floor above and through the fatal occupant in the bedroom above us. When I pulled the ceiling down, we were immediately covered in the blood and internal organs of the occupant. The smell was incredible and there was no way to escape it. Our clothes, turn outs, and even the truck permeated this odor when we returned to the fire house. I was relieved by a member of the oncoming shift and went home, not to return until the next night. When I got into work that night, the truck was out on the street and workers were just getting finished disinfecting the station, it was that bad. Our lockers smelled awful and when we opened them, the smell almost floored us. It was decided that my lieutenant and my turn out clothes would have to be cleaned. I was ordered to take the turn outs to the Laundromat 2 blocks away. While our clothes were in the washing machines, I was given dry turn out clothes from a member that resembled some antique firefighting equipment that looked like it belonged in a museum to use in case we got a fire. This was Truck 6’s first fire in almost 2 months; surely we would not get another fire for a while. Not so.

On that same night, almost as soon as I got our turn out clothes from the dryers, I settled into the watchdesk to watch the Saturday night movie on HBO. The watchdesk is an area in every fire house that houses the radio equipment. At night, a cot was unhooked from the wall and a member would do what was called a cot watch, where it was that member’s responsibility to turn the company out upon receipt of a run from fire communications. Our watchdesk was called “The Love Shack”, certainly named by a former member who liked to frequent some of the working girls on Hanover Street. If the weather was nice, we would sit out front of the fire house and watch the prostitutes walk up and down Hanover Street, trying to do their job. Some of these girls were well known to some of the firemen but I never asked any questions. I figured it would be a slow night as well and was looking forward to an uneventful night, which most were, at Truck 6. The night was cold with temperatures forecasted to be below zero. Communications had just issued a notice to all companies to “bleed” or drain all the air tanks on the apparatus to prevent freezing of the water vapor in the tanks that would affect our brakes when the all call tones started and the printer went off. It was a request for the remainder of the box from Engine 55. It was a 2 story warehouse building, a block long, with heavy fire showing. We took it on the first, or remainder of the first alarm, and the incident went to 5 alarms due to the cold. Today, additional alarms mean only 2

engines and 1 truck. Back then it was 4 engines and 2 trucks, an additional medic unit and chief. When we arrived, I was ordered to the interior of the building and assist those companies. About half way in to the warehouse, I heard everyone start to yell, "Get out !" I did just what I was told, as a matter of fact I think no one had to tell me, and I took off. As I was retreating, the fire hit the natural gas line supplying the building and erupted. I was knocked down, slid off the loading dock, and out into the middle of the street. By now, the whole neighborhood was out watching us and here I come sliding across the street on the ice looking like a keystone cop or something like it. Whatever I looked like, it must have been a funny sight.

My lieutenant ordered me to go into the house next door and check for any extension of the fire into the house. The warehouse stood at the end of a row of houses and with the proliferation of the fire in the warehouse, it was a good chance it had extended to the houses. I went to the door and as instructed at fire school to check the door knob to see if it is unlocked first, I did and it was definitely locked. I know because I recognized the door to be the same as the one my parents had recently installed on their home and I remembered it to be quite expensive. After checking the door, I began to raise the 16 pound hammer I had and I heard a voice cry out, "Can I give you a key for that?" I was relieved to see a woman coming toward me with a key to the door. Luckily, the house had not experienced any fire damage as of that time and in a remarkable testament to the Baltimore City Fire Department, it never sustained fire damage. Water damage and the residual odor of smoke is another story however.

Did I tell you it was cold that night? Ice was beginning to accumulate on the street and a salt truck was summoned. I was ordered to the top of the aerial ladder to direct the stream from our monitor pipe. The ladder was completely frozen with a 1-2 inch thick accumulation of ice on it. I spent several hours up there, not making any headway on the fire at all, thinking of my fiancé who had just left earlier in the day for Florida. We were relieved on the fire ground the next morning and couldn't wait to tell all my boys about this one. They had all the small fires and I had the "Big One." Whenever firemen say goodbye to each other, they say, "See ya on the Big One", or the next big fire. They call it a reunion because you get to see everyone at one time. I remember making the statement to my father when he brought some weight lifting equipment to the fire house that I couldn't wait for a big fire and one of the EVD's, or emergency vehicle driver's told me, "Wait till you're soaked through to your underwear and see how much you like it". That night did it, but I still liked being on the big fires.

I hated Truck 6 because the company was just too slow for a young guy just out of fire school. Luckily, when it came time for me to be detailed, or sent out of the house, I would get some fire with Truck 4. This is when I began to understand "Be careful what you wish for." Truck 4 was a busy Truck company stationed at McCullough and McMechen Street just off of Pennsylvania Avenue. If you want more fire service, the "ghetto" is where you want to be. Along with that come

the Medic runs. For those who don't know, it is a low income area with several high rise project buildings. These buildings have been since torn down but during their existence they were a location of some of the hottest fires I have ever experienced. They were constructed of cinderblock and concrete. When temperatures inside reached elevated levels, spalding of the cinderblock would occur. "Spalding" is when the heat causes the cinderblock material to fail and it comes off the wall with the force of a 22 caliber bullet. This was the least of your problems when responding to the high rises I would find. Even on Medic assists, we would have to wear our helmets because the residents would throw things down on us as we arrived like rocks, bottles, and soiled diapers. A toilet was even thrown at us one time. We always had to walk the urine encrusted hallways of the projects because the mobile restrooms or elevators as we know them, never worked. They were always full of trash and smelled just wonderful. I would get to enjoy these visits over and over again while detailed to the Medic.

Speaking of the Medic Unit, as soon as I was eligible to be detailed out of the house, I was detailed to Medic 4 at McCullough and McMechen Streets with Truck 4 and Engine 13. It was bad but even worse for the paramedic assigned. Medic 4 is one of the busiest units and I wasn't very familiar with the neighborhood. On the many runs we took, he always had to give me directions. He would be in the back, assisting a patient, all the while he was able to give me directions to the hospital. It is pretty bad how they regard the paramedics in the city by sending someone to drive a medic unit who knows nothing of the area they are in. In years past, the department used to assign you close to home, that way you were somewhat familiar with the area. Now it doesn't matter where you live. If you are the next man out, no matter where it was, you went. I have been detailed to every station in the city except two of them. Engine 47 and Truck 20 but being detailed to Engine 13, Truck 4, and Medic 4 are my most memorable. On Medic 4, we averaged between 25 and 30 runs per night so every night, from 4 PM until 6 AM were the busiest nights I've ever had. I cannot remember a lot of the runs on the medic in particular but there is one I recall because of the scene we encountered. At the change of shift that Saturday afternoon, Medic 4 was dispatched to a report of a pedestrian struck by a vehicle on Liberty Heights Avenue, by Mondawmin Mall. When we arrived, Engine 52 was already on location with a male and a young female who were hit by a car while trying to cross the busy street. It was 4 PM on a Saturday at Mondawmin Mall. The crowd that had gathered was pretty large and the police was having trouble keeping them under control. They requested that we wrap it up before the situation escalated any further. With that, the Captain of 52 Engine handed me a red, biohazard bag and ordered me to walk down the street and pick up the pieces of the male victim who was pronounced dead on the scene. The young female victim died in the medic unit on the way to the emergency room at Baltimore's Shock Trauma. The paramedic did an exceptional job and it is their commitment that gets overlooked all the time. They are called the step children of the fire department because of the way they are regarded by the administration. Prior to my wedding in June of 1994, Battalion Chief 5, detailed me to Truck 21, a company slower

than Truck 6 to make sure I made it to my wedding day. When I arrived at Truck 21, they informed me that my detail had changed to Truck 4, a much busier company. As I was talking to another member about fire ground operations and procedures, a box assignment was dispatched for a fire on Reisterstown Road. We were the second truck assigned on the box and as we pulled up, heavy smoke made it hard to actually make out which house was on fire. Upon the determination of the fire building, we proceeded to the rear to throw ladders and get the utilities turned off. To give you an idea of how hot it was the roofing tar was coming down the rainspout and into the gutter like rainwater. We went to the second floor and the front bedroom flashed over on us. A hose line was then brought in and the fire was knocked quickly. Members who were on the second floor and experienced the flashover were ordered to the Medic unit to be checked out by paramedics. My blood pressure was 240/165. I should have been having a stroke but since I was getting married the following Saturday, I could not have been that lucky. My wife and I ended up divorcing but I attribute this to the fact that I did not die that night.

Clipper Mill

The Clipper Mill business complex is located in the section of Baltimore called Hampden and is visible from the Jones Falls Expressway, or I-83. I was not on this fire but the thing that makes it so memorable is the fact that a friend of mine was killed while fighting this one, Eric Schaefer. Eric was a guy who grew up in my neighborhood and during that time it was hard to understand where he was heading in life. He was, what we call, a skin head, wore combat boots everywhere, and always had a strange haircut so it was a surprise to be greeted by him upon my arrival at Steadman Station that day. I was detailed to Aerial Tower 102 and walked into the kitchen. Upon my entrance, I looked up and immediately saw Eric. We both looked at each other and said, "What are you doing in the fire department?" I guess it was something he couldn't foresee, me in the fire department because I sure didn't see him getting in, but here we were. Eric was assigned to Engine 38, but like many other companies, it was disbanded and Eric stayed at Steadman on Aerial Tower 102. He really wanted to be assigned to Rescue 1, also assigned to Steadman Station. Rescue 1 is the highly motivated unit of the fire department that we called the rescue rangers. They have been known to refer to themselves as "the firefighters that firefighters call." It's more like the tool box that firefighters want when firefighters need a tool box. The Rescue is a truck that carries the expensive tools, so getting detailed to it was always a training experience for me.

The fire started early Saturday evening, September 16, 1995, during a quick lightning storm that moved through the city. Engine 21 from Roland Avenue was dispatched to the location of the

Clipper Mill complex to investigate a report of fire. Upon their arrival, they didn't encounter any evidence of fire or smoke. Further investigation by the engine company revealed fire in the middle of the complex and after requesting the remainder of the box, they engaged in a heroic battle to save the building. Soon the incident would escalate to 7 alarms with the companies valiantly fighting to keep the incident from escalating any further. Rescue 1 was located in the front of the building, trying to forcibly gain access through a steel roll up door to advance hand lines to the interior of the building, when a rumbling was heard throughout the building. Later, this rumbling sound was determined to be the floors collapsing on top of each other. Eric ran towards a small stream on the side of the building but turned around to run back to where the rest of the members of Rescue 1 were, at the roll up door. All of a sudden the 2 foot x 2 foot x 2 foot block granite wall collapsed, trapping many of the firefighters under the steel door. Eric was crushed and killed immediately by the granite wall. Many firefighters were injured severely and retired due to physical and emotional affects of that fire, but none suffered what Eric's parents did. A mother and father lost a son, a brother lost a brother, but what's worse is his new wife lost her young husband. Eric expressed his desire to marry his girlfriend during one of the many times I spent at Steadman Station. I told him of the honeymoon my wife Kathi and I just experienced while in Cancun, Mexico. I had the brochures and gladly gave them to him to show his fiancé, of which he never returned to me, to help them chose. They did and stayed at the same hotel as us. Now back to reality, the last time I got to spend with Eric was riding Aerial Tower 102 and that afternoon, companies from "up north", York Road and Northern Parkway, were struck out for an apartment fire. The first companies reported heavy fire and quickly requested a second alarm. Upon the arrival of Battalion Chief 4, he requested a third alarm. Now some of the units at Steadman began their response. Air Cascade 1, Rescue 1 and Battalion Chief 5 were on their way and interest in the fire was growing among the remaining members left behind. Just then Eric asked me if he should go to the bathroom and I said, "Yeah, if you gotta go, better do it now." Just then a 4th alarm was sounded and poor Eric didn't get to use the bathroom. Poor guy wasn't in the fire department long enough to know when it was a good time or not to use the bathroom. We were on our way to the 4th alarm when a 5th alarm was sounded. That meant they still hadn't gotten a hold on the fire and there was still a fight left for us all. I would assume that if he had to pee, he just went ahead and pissed himself, but if he had to... nope, not even thinking about it.

When Eric was killed all the hotels downtown adopted the members of Steadman Station that week. I remember the trays and trays of food that were sent to the firehouse for not just the members of the house, but also for the out of state firefighters who came for his funeral that were staying at Steadman. The Baltimore City Fire Department made sure to spare no expense in order to have an open casket for Eric. A make-up artist was brought in over night to repair Eric's face and head. The casket was opened and everyone got to pay their last respects to him instead of an oversized picture of him in fire school. The funeral was held on my birthday, September 21, a day

that was unusually hot for that late in the year in Baltimore, at St. Francis of Assisi Catholic Church on Harford Road and Chesterfield Avenue. We were assembled out front of the church due to the limited seating inside and after almost 2 hours the service ended. Everything stopped on Harford Road, the school let all the children outside to watch, and normal everyday people came out to show their respects to a man who none of them had ever met, but one very few of them will ever forget.

Hollins Street Exchange

At 0005 hours, Truck 6 was dispatched for a medic assist on Clarkson Street with Medic 5. I was tillering (driving the back end) Truck 6 and I could hear the radio was sounding off acknowledging units going en route for something. When we pulled up to the Clarkson Street incident, I could hear Battalion Chief 3 calling in with a 3 story warehouse that was fully involved in fire. Medic 5 told us to go in service in case they would need us. Battalion chief 3 called back in to request Baltimore Gas & Electric to respond for arching electrical wires but he did not request any additional help. Just then he radioed back in and asked for a 2nd alarm. As we were backing into the station, the printer alarm went off and as the Acting Lieutenant retrieved the print out I asked him if we were on the 2nd or were we being transferred to another house. He said we were on it and Truck 6 proceeded down Ostend Street. When you cross the train tracks on Ostend Street, before the location of M & T Bank Stadium, you go across a bridge. From the back of Truck 6, I could just barely make out an orange glow across the horizon. When we got to the top of the bridge, it looked like the sun was coming up at midnight. A lot of civilian traffic was heading in that direction to see this fire and some were coming dangerously close to us, not allowing us to make the wide turns that we needed to make. Finally, we reached Frederick Avenue as Battalion Chief 5 requested alarms 3, 4, and 5. Because of our early dispatch, we were able to spot the truck on Lipps Lane, a small alley leading up to the building.

As we progressed up this small street, the enormity of the incident became obvious to us. With all of the hose lines trained on the now destroyed 3 story building, it wasn't doing a thing. This is when the fire is so hot that the water evaporates before even reaching it. It is a time in which the best you can do is while watching it burn, contain the fire to the original fire building. Not a whole lot for a truck man to do, there's nothing to destroy because the fire has already done that for us. We just took turns at the top of the aerial ladder adjusting the water that was being delivered on the fire from our monitor pipe. Approximately 1200 gallons per minute is delivered through the monitor pipe at about 90 lbs per square inch. Our hydrants were so good that during the time the acting pump operator of Engine 14 did not engage the pumps fully. Engine 14 was supplying us with hose lines connected to our pre-piped nozzle atop the 105 foot ladder. The pressure from the hydrant was so high that it was revealed that Engine 14 had not been supplying us with any water.

The water pressure was strong enough to feed the required water through Engine 14, 105 feet of water way up the aerial ladder, and through the nozzle. Amazing when you consider the water pressure was not supplemented by Engine 14 at all. As we were setting up the truck for aerial operations, Chief of Fire Department, Herman Williams, Jr., wanted to prove that this fire could be fought without the use of even one of the many Aerial Towers we had in the city. This lasted for about 30 minutes until I saw Aerial Tower 111 backing down the alley. The aerial ladder would be able to supply several hose lines, as well as the main monitor pipe nozzle and the hope was to protect the neighboring 10 story Hollins Street Exchange Building from the direct exposure of the heat that could cause it to become involved. Aerial Tower 111 was not enough. The commanders then decided to utilize most of the aerial ladders to join A.T. 111 in wetting down the building but it was too late. E.V.D. Faust told me that it was all in vain as we re-trained our ladder from the fire building to the exposure. He said that by the time I see a small amount of smoke from any window, within 3 minutes, the entire building would be involved. That is exactly what happened. The fire had won the battle and turned it from a 3 story warehouse to a ten story building with fire through the roof. It was and will more than likely be the biggest fire I have ever witnessed. During the 1970's and early 1980's, before the opening of Harborplace, Baltimore's famous retail shopping venue at the harbor, the fire department responded to many large fires affecting the old buildings, piers, and lumber yards that surrounded the harbor. I remember the news reports of these fires and got to hear firsthand accounts of the guys who fought these fires. They all spoke of fires such as the ones at the Koppers Building, the USF&G building (one firefighter was killed), Maryland Lumber on Pratt Street that burned for days, Allied Chemical, the Drydene Oil Company in Fell's Point, that went to 14 or 15 alarms. I asked one of the best known old-timers still in the department at the time, Captain Kelly, if this was the biggest fire he'd ever seen. I thought he would reply to this question that one of the fires mentioned above was the biggest but he thought a second and said, "Nah, babe, I don't think so." There was a devastating fire that claimed the life of 8 firefighters at the Tru-Fit Clothing Store on Baltimore's famed "Block" in the 1950's. The "Block" is, or should I say, was the area of downtown where burlesque theaters and bars existed, right up the street from the headquarters of the Baltimore Police Department. There are bars that remain on the "Block", but it does not reflect the atmosphere of the original "Block" during the roaring 20's and 30's, that made it a world famous tourist destination during a visit to Baltimore. Even more amazing than that was there was a firehouse just around the corner that was closer than Police Headquarters that housed Truck Company 1, a hose company, a chemical company, and Battalion Chief 2 back then. It was disbanded in 1976 to condense the companies in this area in one "Super-house" at Oldtown Station. The fire ended up killing those firemen after a wall collapsed, trapping them under tons of debris. The Baltimore City Fire Department marks this anniversary every year in respect to the men who were killed and to mark the darkest day for the department and the city in regard to public safety. The Baltimore City Fire Department enjoyed a well respected and well regarded opinion of other departments throughout the world at the time and I imagine it will always enjoy a high respect but

nothing like it did in years past. If you look through history, this loss of regard is not caused by the members of the department, but the administration of Baltimore City. In my experience, the mayor has always been a thorn in the side of the department. This is covered, in detail later in the book. For the sake of brevity, in this chapter about experiences on the fire ground, I digress until then but it is an interesting point that should be brought as a defense to the firefighters today. Their commitment is the same as those who came before us it's just that the fire department was highly regarded by the administrations when the population of Baltimore City was high. When the city began to experience an exodus of residents to the surrounding counties, to make up for the loss of tax from these residents, they began taking from the department in the form of disbanding companies, the use of old equipment as new first line equipment, and the never ending saga of the taking of benefits from a public service that the new Mayor of Baltimore, Sheila Dixon regards as no different than that of the sanitation workers.

Back to the Hollins Street Exchange Fire. We fought that fire all night, got relieved on the fire ground the next morning, and when it came time to report back for my second night, we got into a chief's car and drove to the fire ground for night 2. The fire department had called in a demolition crane and along with several other smaller pieces of equipment; they got down to the task at hand. It was our job to wet down the portions of the building the crane had torn down. During this time, I went sightseeing or walking around the remains of the building when I discovered, in the corner of the building, a garage. Upon forcibly gaining entry into the locked area, there was a baby blue, 1967 Camaro that seemed to have just been restored. It was untouched and the operations regarding the demolition were put on hold until this treasure could be recovered. I am sure the owner of this expensive vehicle was happy to get it back. The fact that despite all the destruction that surrounded this car, it remained virtually untouched was a sign to me that God really likes old Camaros. I am sure it sustained a small amount of water damage but nothing beyond a simple cosmetic treatment or a good bath. Other companies remained on the fire ground longer but the Chief in charge of the operations deemed it necessary to release us at midnight and we returned home to the station, looking forward to a slow remainder of the night.

In June of 1994, Battalion Chief 5, detailed me to Truck 21, a company slower than Truck 6. When I arrived at Truck 21, they informed me that my detail had changed to Truck 4, a much busier company. As I was talking to another member about fire ground operations and procedures, a box assignment was dispatched for a fire on Reisterstown Road. We were the second truck assigned on the box and as we pulled up, heavy smoke made it hard to actually make out which house was on fire. Upon the determination of the fire building, we proceeded to the rear to throw ladders and get the utilities turned off. To give you an idea of how hot it was the roofing tar was coming down the rainspout and into the gutter like rainwater. We went to the second floor and the front bedroom flashed over on us. A hose line was then brought in and the fire was knocked quickly. Members who were on the second floor and experienced the flashover were ordered to the

Medic unit to be checked out by paramedics. My blood pressure was 240/165. I should have been having a stroke.

4

Transfer of Assignment

I hated my assignment to Truck Company 6 because of how slow they were. After serving 1 year in this assignment, I submitted a transfer request as provided for in the Manual of Procedures. The Manual of Procedures is a fire department publication that details operational procedures for the department. It is the Bible of the department and is probably the most used of the departments manuals. It provides that after serving one year in your assignment, you can request a transfer to up to 3 companies through a first, second, and third choice option. As I alluded to earlier, I immediately submitted my request the minute I was able to. It was not a good thing for me to go to such a slow company. I got lazy, didn't show much ambition, and just plain hated the job. Instead of me being grateful just to be in the department and show the guys I worked with that I was motivated, I just followed their lead and took naps, watched TV, and did very little reading other than what interested me. We were dispatched on a box assignment to a warehouse on Jackson Street. Along with us was Engine 2, Engine 26, Engine 23, Engine 35, Truck 21, and Battalion Chief 5. As first in, Truck 6 was in charge of gaining entry into the locked warehouse in order to investigate the incident further due to us having "nothing showing" upon our arrival. I got off the truck with my assigned tool, a ceiling hook. Not much help in opening a locked door, so EVD Schluderberg of Truck 6, asked me to get a sledge hammer from the truck. Since he was using the pointed end of a Halligan tool into hasp of the lock, he was in need of a tool to strike the Halligan, thereby busting the hasp and causing the door to be unsecured. I came back and handed him a butt-head axe figuring he could use the butt end to strike the Halligan because I didn't see the sledge hammer. He took the axe and said, "Does this look like a sledge hammer?" By now all the companies on the box, approximately 25 members, were all gathering around the door. I said, "I did not see the sledge hammer." He replied that it was because all I do is sit around the firehouse and watch TV, not even interested in finding out what tools were on the truck. Everyone made an ass out of me. What an asshole, I thought of him, but he was right. I didn't even know the importance of knowing the location of all of the tools and equipment on the truck. That night I took everything off the truck and studied its exact location. This would never happen to me again. Although I didn't think much of him at the time, EVD Schluderberg made me take my job more seriously, something I would need to do if I was transferring to a busier company. It would reflect poorly on the members

of Truck 6 if I was transferred without knowing even the basics. It was not their obligation to teach me as it was my responsibility to learn.

I wanted to be assigned to a truck company in the second battalion because it seemed they were getting the most fire, they relieved an hour earlier than other companies, and there were mostly 2 story dwellings. Unlike the Westside, which is predominately comprised of 3 and 4 story dwellings. There are 2 different fire departments here, the Eastside department and the Westside department. I wanted nothing to do with the Westside and needless to say, I was happy when the Departmental Order came out in December of 1995, transferring me to Truck Company 1. My first 2 choices were Truck 5 and Truck 15, and I ended up with the last choice, but it was still in the 2nd Battalion. Truck 1 was an 85 foot, elevated platform called a Snorkel, which was much different than all the other truck companies in the city. I turned in all the equipment and house keys issued to me by Truck 6 and gladly looked forward to my new assignment. Truck 1 was my last choice because even though it was in the 2nd Battalion, Truck 1 was stationed at Oldtown, a place where there was a lot of high ranking members of the fire department. The Medical Bureau was assigned there as well as the Shift Commander. There was always somebody coming and going. This was a lot different than the peace and quiet experienced at single company stations. Along with Truck 1, Engine 6, Medic 7, Air Cascade 2, Battalion Chief 2, the Fire Investigation Bureau, and for a brief time Medic 16 were all assigned to Oldtown. This assignment turned out to be a blessing in disguise because once I got into the groove there, it became the best years of my life in the department.

Truck 1 was considered a special unit because it was the only water tower remaining in the city after the disappearance of the Aerial Towers and was dispatched to all incidents escalating to a third alarm, along with our usual first alarm district.. Also, Truck 1 was utilized to remove obese patients from the upper floors of a building or dwelling those paramedics could not remove through the house. We had a special bracket installed on the basket that would allow us to secure a Stokes Basket and deliver the patient to an awaiting EMS crew on the ground for intervention. This has saved countless lives and several backs of the paramedics throughout the city over time and has offered members of Truck 1 a unique experience associated with the fire service that most members never get to see. You would have to put that basket into some pretty tight places but we always did the job and returned to service promptly after being utilized for that purpose. I remember when we were dispatched to assist the medic on Kenyon Avenue, my old neighborhood, with a 600 pound female. The patient was so large that it was decided that we would have to take her out the window and secured to the basket of Truck 1 on the porch roof. While other members of the Truck and the medic unit packaged the patient for transport, the EVD and I had to cut down half of a tree so the truck would be able to reach the porch. After securing the patient to the basket, she went into full arrest. As she was placed in the medic unit, without the stretcher because she would not fit, the excess weight caused it to lower to the ground. There was barely enough clearance for the wheels of

the medic to turn without rubbing the wheel wells. The patient, unfortunately, died during the transport to the hospital.

I reported to the station during my off time to get the equipment that is issued by the company. Whenever you are assigned to a company, you get:

1. The shell of your helmet that reflects the company number. The helmets used by the city of Baltimore are comprised of two components, the shell and the impact cap.

If the helmet is subjected to an impact greater than the designed limits of protection provided by the manufacturer and fails, the shell of the helmet is designed to explode outwards and the impact cap does exactly that, it absorbs the impact. The company issues this unless it needs repair. It is repaired, on the spot, on either the fire ground or at the shop.

2. A spanner wrench and hose strap. The spanner wrench is used in other applications but a model is specifically designed for use by firefighters that does not create a spark. It is compatible for use with any size hose coupling or appliance that can be operated by hand. For larger appliances, larger spanner wrenches are available and carried on the engine companies.

The hose strap is simply a piece of rope with a loop and a hook. These have several uses but mostly it is used to secure a hose line to the rungs of a ladder.

3. House Keys.

4. Cap Badge. This badge is worn on the cap issued by fire supply.

I reported to the Captain of Truck 1 and received the above items and was placed on A shift with a Kelly number of 4. The color designation was abandoned almost as soon as it was implemented. A shift reported 2 days after checking in and that meant the total time I had off between assignments was 6 days. If I was assigned to C shift, I could have gotten 2 more days but since I was not the one deciding, 2 extra days was fine with me.

Upon reporting to the watch desk for my first day shift at Oldtown, I went to sign in on the roster for that day. Next to my name, the word "LOAD" was written in pencil. I flipped out. Obviously members of Truck 6 had called Oldtown and were attempting to give me a bad name in my new company. I went to the Officer and explained my dismay at finding the statement on the roster. It caused me to get started off on the wrong foot, because a "LOAD" is considered the be the worst of the worst. I admit that beginning my career at Truck 6 was not good for me, just graduating from fire school, because of how slow the company was. Instead of using the time productively by reading the books and studying for a promotional examination, I usually was nursing a hangover and

not well motivated to study. At Truck 6, I guess I was a load but once I got to Oldtown, I was determined to shake this reference. I met with the EVD of Truck 1, Rich Bisasky. Rich was a great influence on me because he didn't give much regard to what was said by Truck 6 and he allowed me time to prove myself before passing judgment on me. He trained me on all aspects of the operation of the aerial platform, was very knowledgeable of the specifications of the truck, and knew it inside and out, therefore I did as well. EVD Bisasky was a firefighter at Engine 24 for many years prior to his arriving at Truck 1 when he was promoted to EVD. The next member I met was Firefighter Dennis Boldowsky. Ski, as he was referred to, was one of the old guys. His 25 year career was ending as mine was beginning and he was very helpful in learning what the first alarm district was for Oldtown. The other members of Truck 1 were either off on vacation or were taking the details because of the 30 day, no detail policy for new members of the company. I would meet them later.

The majority of my time was spent studying for the Acting out of Title positions every firefighter had to get approved for. First was EVD. In this position, the EVD is responsible for the Truck and this is his or nowadays, her job every day. It gets you out of the cleaning duties of the morning housework, but is replaced by the washing of the vehicle. All vehicles are kept clean, inside and out. The engines of all apparatus are degreased on a schedule that does not allow the accumulation of dirt and grime so problems like engine leaks are immediately discovered. The apparatus are also lubricated on this schedule and this was completed without placing the unit out of service. If a run would come in during this procedure, the work stopped and the truck was secured for the run. If an extended response time was necessary, it was transmitted to communications and if it was necessary, another truck was dispatched. To be approved Acting EVD, you had to be proficient in the operation of the tower. You had to operate the controls and the joystick without looking at them, while lowering the tower into the cradle of the truck, keeping it on a straight line, within inches of the hose tower of Oldtown. Once you completed this task, the approval was handled by the Captain of Truck 1 sending his recommendation to Battalion Chief 2. Now all approvals are handled by testing at the fire academy. The test is the same; just the responsibility of approving the member is shifted to the academy staff and not the Captain.

Oldtown is a busy place. It is 1 of 2 "Superhouses" operated by the Baltimore City Fire Department. The other is "Steadman Station", located at Eutaw and Lombard Streets, downtown and can be easily found by locating the Bromo Seltzer Tower. The owners of the Bromo Seltzer company donated the ground to be used as a fire station, free of charge to the city as long as it is utilized for that purpose. I have spent time at both and not just because I was assigned there, but Oldtown is nicer, even though it is in the middle of the ghetto. Steadman Station is named to honor the brother of a local sports writer for the Baltimore Sun newspaper. Oldtown is located on the former site of the Brehm's Brewery. Steadman had their own bum, Dano as he was called, slept outside over a steam grate and used our parking lot as a bathroom. Either that or the rats in Baltimore eat awfully well. Oldtown, unfortunately did not have a designated bum and we didn't get

to enjoy seeing all the people, mostly women, going to an Oriole's game at Camden yards located within 2 blocks of the station. Prior to the start of a game, all the members would sit out front and watch all the people walking by the station, en route to the stadium. This would break up the boredom of the job for a few hours and most of the guys looked forward to it. Dano, the bum, would simply move his blanket to the other side of the street until the ballgame was over. People don't realize it but the games that would end late meant the later Dano would get to bed. I never heard him complain though.

There was an air of competition between members of the engine and truck companies in the city. At Oldtown, the truck shared quarters with Engine 6 and Medic 7. Medic 7 was the busiest ambulance in Baltimore with just under 10,000 runs per year so they were never there. When a unit had to respond for a medic assist, communications would send Engine 6 on most of them and that always the cause of so much whining from them. Communications would input the address into the computer and a list of recommended response units were displayed. Engines were always listed first and they always dispatched the first listed company. At night, a member of the Engine or Truck would do what was called the "cot watch". This would mean that the member could sleep but it was their responsibility to "turn out" the company dispatched. If a member of the engine was doing the cot watch and a run was dispatched to the engine, his call over the intercom was always, "Engine 6, turn out, Truck 1 turn over." Only after complaining to communications directly, without regard for the chain of command at all, was the truck dispatched on medic assist. It was only right to take turns on those runs but Truck 1 milked communication's failure to alternate the responses for a long time. Sometimes the engine would have 3 or 4 runs after midnight and the truck would have none. Hey, someone from the truck had to cover the watch desk when they were out. Plus the radio got us up anyway. It was nice while it lasted.

Runs that Truck 1 took outnumbered the annual run totals of Truck 6 within the first 3 months of the year and doubled by 6 months. We were the first in companies of the eastside of downtown and ran a lot of disabled occupied elevator calls along with Rescue 1. Truck 1, and all the companies in the second and third battalions for that matter, spent more time doing inspections within their districts. The order of business for each day work was:

6 am- Arrive 1 hour before the designated time of 0700 hours (7 AM), the beginning of the shift and relieve the member of the night shift.

7 am- Breakfast

8 am- 10:00 am- House work. (Mopping the floors, cleaning the toilets, making beds, taking out the trash, etc.)

10:00 am- 12:00pm- Inspections and Lunch

1 pm (1300 hours) Nap time

3 pm (1500 hours) Wake up and await your relief.

It is interesting to note that firefighters had a rule of not calling another fire house between the hours of 11:00 AM and 2:30 PM because of not wanting to interrupt another firefighter from getting a good nap.

If your relief was not in by 3 pm and was not in the second battalion, you would probably not get relieved until 4 o'clock but the normal time was between 3 and 3:15 pm. Between all the assigned duties described above, we would take our normal medic runs, perhaps a dwelling fire or occasional stuck elevator, but we always had at least one run a day to Box 10-59, Johns Hopkins Hospital. The hospital and university campus is the largest complex in Truck 1's first alarm district. Fortunately the task of inspecting the hospital and related buildings is the responsibility of the Fire Prevention Division of the department. There are just too many life safety hazards that need to be addressed and the inspection process takes a lot of time. When an alarm was received to communications from Box 10-59, they dispatched Engine 24 and Truck 1. Any fire in a hospital has the potential to be very bad, but the continuous alarm malfunctions become routine, causing firefighters to let their guard down. This means taking the response without taking the necessary precautionary measures like donning the protective equipment because there is never a fire in these buildings. Although I never experienced a fire at Hopkins, I would be taught the importance of taking those protective measures while detailed to Truck 2.

After going to bed during a slow night at Steadman Station downtown, Engine 23 and Truck 2 were dispatched to University Hospital for an automatic alarm. University of Maryland Hospital is a complex like Johns Hopkins Hospital that required a lot of responses by those companies like that of Engine 24 and Truck 1. I was on the truck this particular evening and in the early morning hours, we turned out for the dreaded response. Everyone was half asleep and not in too good of a mood due to us being woken up for nothing, or so we thought. Upon arriving on location, both units began their investigation of the location of the alarm. This meant going to the fire panel and finding the zone of the building where the alarm is coming from. After silencing the audible alarm throughout the building, we started out for the location of the origin of the alarm, some of us not even donning the protective equipment. This lapse in judgment would catch us all by surprise because when the elevator doors opened to the floor where the alarm originated from was pretty well involved in fire. If the elevator malfunctioned, which is often the case in high rise incidents and not gotten us off the fire floor, there could have been a lot of dead firemen that night. A Lieutenant from Truck 2 was killed during a response similar to this one at the USF&G Building years before. The elevator opened on the fire floor, trapping him and several others on the floor with no hose line. Lt. Bayne was killed almost instantly. Since that incident, operations on high rise

incidents changed and the elevator was never again to be utilized as a method of transporting firefighters to the fire floor. If the elevator was utilized at all, it was after the incident was declared under control and then it was only used to transport firefighters and equipment just below the fire floor then the journey continued utilizing the stairs for access to the fire floor. We were all in violation of several safety procedures and very lucky to be alive but more than that, we were caught with our “pants down”, not ready to control the incident we were dispatched for. It is very embarrassing for the department to look foolish and it sure did not reflect well on us. Luckily this incident occurred in the early morning hours and not much was made of it, although a very big deal could have made out of it. The incident caused severe damage to that floor, causing the incident to escalate to several alarms until it was brought under control. The cause of the fire was determined to be arson. On the floor above the fire, inmates with psychiatric disorders serving time under the Department of Corrections for the State of Maryland. An inmate under observation for these disorders was able to escape to the floor below and set it on fire. This inmate was a former volunteer firefighter, serving time for an arson conviction. It was amazing for me to learn that many firefighters are charged with arson every year. Some do it for the thrill of lighting a fire, while others do it in an attempt to get their unit some action. For whatever the reason, you would think that a firefighter would be the last person you would consider to be an arsonist, when in reality, they could be the one who lit it. The process of finding arsonist is pretty fascinating and starts before a fire is extinguished. If they are able to and dispatched early enough to the incident, fire investigators will take pictures of the crowds of people that turn up to witness these fires. If the same face is seen in pictures from different fires, that person is investigated along with other suspects being questioned. Some firefighters are also photographers for their companies, volunteer organizations, or for private interest that use these photographs such as Firehouse magazine for their publications. I can remember a certain photographer that was a member of the Baltimore City Fire Department and seemed to be at every fire, even on his off time, taking pictures. He would be there questionably early for incidents occurring in the ghetto although he lived nowhere near the incident. This member was advised to stop being seen at these incidents and the incidents of arson fires did drop a bit. In addition, several firefighters and police were convicted over the years for arson after property owners would pay them to light their buildings on fire in an attempt to collect on insurance policies. This is called “Jewish Lightning” because of the proliferation of Jewish landlords of these dilapidated buildings being suspects in investigations of arsons occurring to their properties.

Truck 1 responded to a report of fire on Ashland Avenue early one morning with a report of children trapped. During our response an update of the incident was not necessary from communications because we could see the fire from quarters. Truck 15 was the first truck dispatched on the box assignment which meant we had the rear. Upon our arrival in the rear of the dwelling and throwing ladders, we entered the dwelling. We were greeted by a male victim in the kitchen of the residence, suffering from severe burns. To our astonishment, he ran out the back

door where we thought the medics on the scene would attend to him. 4 children were killed as a result of this fire. It was later discovered that none of the medics treated such a patient and the Fire Investigation Bureau determined the cause of this fire to be arson. It was later disclosed by police investigators that an inmate, who the occupant of the dwelling was romantically involved with, wrote a letter to her telling her that if when he was released from jail, she was still involved with another man, he would burn the house down and kill her and the children. He accomplished in killing the kids, the mother was rescued from the second floor by neighbors. The victim we encountered in the kitchen was the man who wrote the letter and was being sought for murder. We were able to get there that fast but were unable to get the kids in time, that's how fast the fire progressed.

5

Line of Duty Injury

On August 2, 1996, at 1700 hours, Truck 1 was dispatched to the 500 block of N. Davis Street to investigate a report of fire. Stationed within a half mile of this location, Truck 1 was the first arriving unit on the scene and encountered heavy smoke conditions present on all floors of a four story, middle of the group, office building. "Middle of the group" means the building is located in between other buildings or in the middle of a block of buildings, as reflected in this incident. This classification is important due to procedures in place for the extinguishment and confinement of the fire to the original fire building. An aggressive approach is utilized, to fight the fire from the interior which eliminates the danger of spreading fire to adjacent structures. I entered the building, as per the Manual of Procedures, to provide a search for injured or trapped occupants, ventilation procedures to assist with suppression activities of the engine companies, and providing access to the seat of the fire at its point of origin. Upon entering the building, I encountered very dense smoke and extreme heat conditions, delaying the identification of the fire's origin. While an unidentified engine company was advancing a hose line to the 4th floor, in accordance with operating procedures of the Fire Department, I removed a portion of the ceiling utilizing a ceiling hook to expose the internal structure of the floor's construction, a known location of fire and its progression in these situations. The introduction of fresh air caused the rapid proliferation of existent fire conditions on this floor, causing an immediate evacuation of firefighters on that floor. While I was exiting the area, I tripped over a hose line, causing me to fall, head first, down the stairway. When I ended this fall, I landed on my back, on top of the self contained breathing apparatus. The figure below illustrates the breathing apparatus utilized by the Baltimore City Fire Department. I was immediately brought to my feet, by the advancing companies and removed from the building. I reported this injury and refused medical treatment on the fire ground, despite the urging of my Lieutenant. The incident progressed to 5 alarms due to the extreme summer heat on that day to expedite replacement of the "first in firefighters" exposed to the extreme heat of the fire. It was over 100 degrees and we worked for approximately 4 hours in these conditions. Upon my return home the next day, my back symptoms worsened, and I was transported by ambulance to the Public Safety Infirmary for the Baltimore City Fire Department.

The diagnosis was “a herniated disc at L/5 central and to the left. There is a slight bulge at the disc above.” (Taken from Dr. John Rybock’s Neurosurgical Consultation, page p-3 of the RECORD) Surgery was performed and the recovery was uneventful. I returned to work prior to November 29, 1996, as reflected in the next entry of the medical file, approximately 3 months after having surgery, taking far less time than the allowable time to recover for 1 year as prescribed in the Baltimore City Fire Dept’s Manual of Procedures. (This should reflect my desires through the commitment I have made to my position.) Upon my return to full duty as determined by the Public Safety Infirmary, several incidents of back pain occur as introduced in the evidence of the RECORD. (Page p-8, RECORD), a follow up visit to my doctor after back pain occurring after having three fires in one night. (Dated January 17, 1997) and May 10, 1997, Mercy PSI visitation form (Page p-10, RECORD) for a NLOD weight lifting incident. On August 6, 1997, a LOD incident (Page p-14, RECORD) while relocating an electrical shore charge cord, member lost his balance when scaffolding tipped causing him to fall approx. 8’, landing on his back. This report was witnessed by Thomas P. Tosh, Firefighter, T-1 and the report was completed by LT. Gerald Knauer, T-1, my immediate supervisor. This injury was deemed to be compensable by the City of Baltimore’s Legal Dept, reflected on the form (compensable, unintelligible, 8/12/97). I was released to full duty. The next inclusion immediately following this incident, in the RECORD, is a situational review. (Page p-18, RECORD). This is irrelevant material, along with other evidence of irrelevance, which has to have been included as an attempt to confuse the tribunal. (SEE MD RULES OF EVIDENCE, TITLE 5, MD RULE OF PROCEDURE).

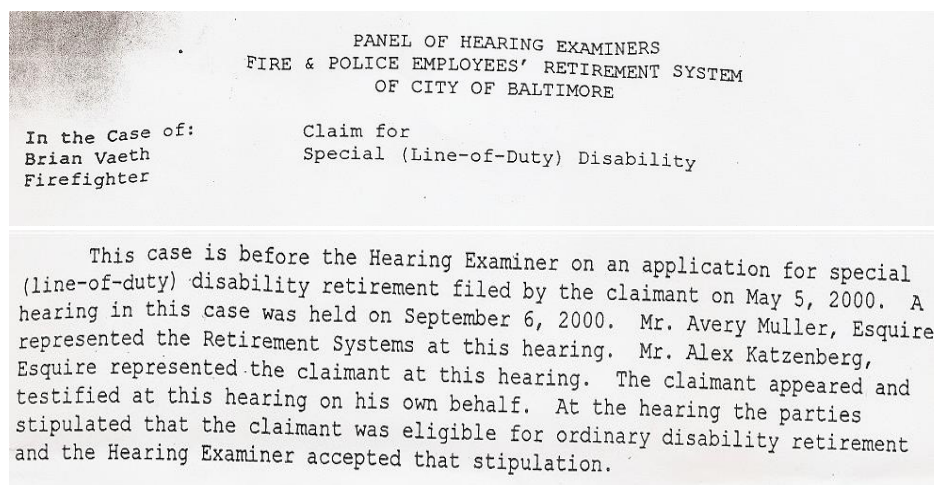
Involuntary Retirement

On March 23, 1999, extreme back pain was experienced while working. (SEE RECORD page p-31). This was diagnosed as accumulation of scar tissue at the site of the previous surgery of August, 1996. A post operative infection ensued, hampering my ability to return to duty within the allowed 1 year period for LOD injuries. The PSI determined my duty status to be medically unfit and Doctor Lyons of the Public Safety Infirmary further concluded that my complaints of severe pain following surgery was because I was either addicted or in danger of becoming addicted to narcotic pain medication. (See page 60 of the RECORD). My surgeon and Dr. Lyons, did not check for the existence of the post surgical infection despite ongoing complaints of severe pain. I hold them both equally responsible for this although I was reporting to the Infirmary on a much more frequent occasion than I was seeing my surgeon. Dr. Lyons would rather point the blame for the cause of my complaints to drug dependency rather than to do a laboratory study to actually determine it. The Public Safety Infirmary, as the medical representative of the city is not obligated to provide care unless you ask for it. I not only asked for it, I begged her to provide care for me. It is as if she would be willing to conclude that I was unfit for duty, a potentially devastating determination

for any person let alone a firefighter who dreamed of doing this for his entire life, than do a proper clinical examination to accurately come to this conclusion. Due to Dr. Lyons' decision not to allow me to return to duty, my leave time expired and a proper application was forward to the F&P Retirement System of Baltimore according to the Baltimore City Charter (SEE CHARTER included). The tribunal was unfair in its practice as demonstrated by the hearing examiner's decision. Evidence was not presented properly and the hearing was not fair and impartial, as directed by the Baltimore City Code. Upon the conclusion of this hearing my attorney said he felt good that the outcome would be in our favor but to err on the side of caution he stopped short of guaranteeing me a win. I didn't see it as a contest or a battle to see which side was more cunning, I was injured on the job. This should have been an open and shut case but as the following will demonstrate, it has proven to be anything but.

Summary of the First Hearing and Disputed Facts

The following is a copy of the decision of the Panel of Hearing Examiners, Fire and Police Retirement System of Baltimore, by Mr. Frederick McGrath, dated September 17, 2000. A complete, official copy of this decision is included in the appendix. It is followed with a page by page breakdown of the evidence involved as it was made part of the record. Keep in mind that this process was approved by the Circuit Court for Maryland to relieve the congestion of these matters before the Court and it is administered by the Court. In the case of a dispute with the findings of the tribunal, the only option that exists is to file an appeal with the Maryland Court of Appeals, further subjecting you to court costs and legal fees.



ISSUES

The issues before the Hearing Examiner are: (1) whether the claimant has suffered an injury or illness of such a nature as to preclude the claimant from the further performance of the duties of his job classification in the employ of Baltimore City, (2) whether or not such incapacity is likely to be permanent, (3) whether the physical incapacity is the result of an injury arising out of and in the course of the actual performance of duty without willful negligence on his part, and (4) whether such disability resulted in an injury that occurred within five years of the date of his application.

FINDINGS OF FACT

The claimant is a male, age 32 years, who at the time of his application for disability held the position of Firefighter for the City of Baltimore. In his application for line-of-duty benefits, he alleges that he became totally and permanently disabled as of August 2, 1996, due to injuries that he sustained on the job without willful negligence on his part (Exhibit P-1A).

There is no dispute between the parties that the claimant injured his back while performing his duties as a Firefighter on August 2, 1996, and that he had back surgery. The claimant recovered from his back surgery and resumed the full range of Firefighter's duties during 1997, 1998, and 1999. There is no evidence that the claimant ever injured his back at anytime on the job after the August 2, 1996 injury. The Hearing Examiner notes that the claimant was injured in a motorcycle accident on February 16, 2000, and that he denies injuring his back in that accident.

On May 10, 1997, the claimant was treated at Mercy Medical Center due to low back pain occurring two days ago when he bent over at the waist to pick up a forty-five pound weight while working out (Exhibit P-10A). On April 2, 1999, Dr. Rybock reported that the claimant was doing well asymptomatic and returned to full activity following his last visit. He played softball without difficulty last summer according to Dr. Rybock. Dr. Rybock reported that the claimant was doing well until six weeks ago.

The evidence of record is clear that the claimant did not injure his back on the job after the August 2, 1996 injury and that he made a complete recovery

from that injury and returned to perform his Firefighter's duties for a significant period of time after he recovered from that injury.

The claimant did injure his back lifting weights working out on May 8, 1999 when he was not working as a Firefighter, and his physical incapacity is not the result of an accident occurring while in the performance of duty at some definite time and place without willful negligence on his part.

The claimant appeared and testified at the hearing on his own behalf. The Hearing Examiner finds that the claimant's testimony was not credible and was not consistent with the medical evidence of record and other statements in the record.

DECISION

The Hearing Examiner, having considered all of the medical evidence, and carefully reviewing the entire file finds, that the claimant is unable to perform the duties of his job classification as a Firefighter in the employ of Baltimore City based on the parties' stipulation. The claimant's incapacity is expected to be permanent. It is the decision of the Hearing Examiner that the claimant is eligible for ordinary disability retirement. The Hearing Examiner finds that the claimant is not eligible for special (line-of-duty) disability retirement benefits because he failed to prove that his physical incapacity is the result of an accident occurring while in the actual performance of duty at some definite time and place without willful negligence on his part.

September 17, 2000
Date

Frederick McGrath
Frederick McGrath
Hearing Examiner

Factual Misrepresentation & Disputed Statements of the Hearing Examiner

“There is no dispute between the parties that the claimant injured his back while performing his duties as a firefighter on August 2, 1996, and that he had back surgery. The claimant recovered from his back surgery and resumed the full range of duties during 1997, 1998, and 1999. There is no evidence that the claimant ever injured his back at any time on the job after the August 2, 1996 injury. The Hearing Examiner notes that the claimant was injured in a motorcycle accident on February 16, 2000, and that he denies injuring his back in that accident.”

“The evidence¹ is clear that the claimant did not injure his back on the job after the August 2, 1996 injury and that he made a complete recovery from that injury and returned to perform his Firefighter’s duties for a significant period of time after he recovered from that injury.”

“The claimant did injure his back lifting weights working out on May 8, 1999 when he was not working as a Firefighter, and his physical incapacity is not the result of an accident occurring while in the performance of duty at some definite time and place without willful negligence on his part.”

“...The Hearing Examiner finds that the claimant is not eligible for special (line of duty) disability retirement benefits because he failed to prove that his physical incapacity is the result of an accident occurring while in the actual performance of duty at some definite time and place without willful negligence on his part.”

September 17, 2000

Signed,
Frederick McGrath
Hearing Examiner

Supportive evidence of the disputed facts contained in this decision is as follows:

“The claimant recovered from his back surgery and resumed the full range of duties during 1997, 1998, and 1999. There is no evidence that the claimant ever injured his back at any time on the job after the August 2, 1996 injury”.

The Hearing Examiner could not have carefully reviewed the medical evidence and the entire file as he states in his decision. There are clearly incidents in the record that indicate several incidents occurring after the August 2, 1996 incident. They occurred on (page p-8, RECORD), a

¹ All evidence at this hearing was presented by the City of Baltimore. This is only a reflection of the claimant’s medical file and omits information that is essential to the administration of justice in allowing a complete disclosure of the relevant facts.

follow up visit to my doctor after back pain occurring after having three fires in one night. May 10, 1997, Mercy PSI visitation form (page p-10, RECORD) On August 6, 1997, a LOD incident (page p-14, RECORD) while relocating an electrical shore charge cord, member lost his balance when scaffolding tipped causing him to fall approx. 8', landing on his back. This report was witnessed by Thomas P. Tosh, Firefighter, T-1, and the report was completed by LT. Gerald Knauer, T-1, claimant's immediate supervisor. This injury was deemed to be compensable by the City of Baltimore's Legal Dept, reflected on the form (compensable, unintelligible, 8/12/97). On March 23, 1999, extreme back pain was experienced while working. (SEE RECORD page p-31).

1. "The evidence is clear that the claimant did not injure his back on the job after the August 2, 1996 injury and that he made a complete recovery from that injury and returned to perform his Firefighter's duties for a significant period of time after he recovered from that injury."

This is not factually correct. In fact, several incidents are included in the record as demonstrated above.

2. "The claimant did injure his back lifting weights working out on May 8, 1999 when he was not working as a Firefighter, and his physical incapacity is not the result of an accident occurring while in the performance of duty at some definite time and place without willful negligence on his part."

There is no evidence of this incident in the record. Shouldn't a decision be based upon the facts presented? According to Maryland Law it is a requirement of judges to base their decision in this manner. Although the Baltimore City Code allows the proceedings to be fair and impartial, without strict compliance with the rules of procedure determined for the Court, this is an essential component for the administration of justice and should be followed in some manner.

Reinstatement to the Fire Department

Prior to an appeal being heard in this case by the Circuit Court for Baltimore City for Maryland, claimant requested he be reinstated to his position as a firefighter due to several factors. One was the denial of benefits. It was not the intent of the claimant to retire, nor was it the opinion of his treating physician, Dr. John Rybock as reflected by the evidence. I was reinstated to the Fire Department after being medically cleared to do so by the Public Safety Infirmary. Since it was not my request to retire and I was reinstated in January 01, the appeal was dropped. I continued to perform my full range of duties as a firefighter from January 01, through July of 2002, when an injury caused me to again be classified as "not medically fit" by the Public Safety Infirmary prior to the recovery from this incident. The injury is a reflection of the Line of Duty injury, however, it was not viewed as such by the Baltimore City Fire Department despite the Manual of Procedures directions, I was only afforded NLOD medical leave of 6 months. As a reflection of an original Line

of Duty injury, it should have been handled as a Line of Duty injury as provided for in the Manual of Procedures in effect during this time. This severely disabled my ability to return to duty within the scope of the medical leave policy of the department and again, I was involuntarily retired. A proper application for LOD special disability was submitted to the Fire and Police Employees' Retirement System of Baltimore and another retirement hearing was held on July 21, 2003. Since my attorney of record in the first hearing was of no substantial help, I appeared on my own behalf.

Here We Go Again!

Summary of the Second Hearing and Disputed Facts

The following is a copy of the decision of the Panel of Hearing Examiners, Fire and Police Retirement System of Baltimore by Mr. Frederick McGrath, dated August 31, 2003. A complete, official copy of this decision is included in the appendix.

PANEL OF HEARING EXAMINERS
FIRE & POLICE EMPLOYEES' RETIREMENT SYSTEM
OF CITY OF BALTIMORE

In the Case of:
Brian C. Vaeth
Fire Fighter

Claim for
Special (Line-of-Duty) Retirement Disability
Hearing held on July 21, 2003

This case is before the Hearing Examiner on an application for Special (Line-of-Duty) Disability Retirement filed by the claimant on October 28, 2002, (Exhibits P-98 through P-98D). A hearing was held in this case on June 9, 2003. The claimant appeared and testified at the hearing on his own behalf. Mr. Abraham Schwartz, Esquire, represented the Retirement System at the hearing.

ISSUES

The issues before the Hearing Examiner are: (1) whether the claimant has suffered an injury or illness of such a nature as to preclude the claimant from the further performance of the duties of his job classification in the employ of Baltimore City, (2) whether or not such incapacity is likely to be permanent, (3) whether the physical incapacity is the result of an injury arising out of and in the course of the actual performance of duty without willful negligence on his part, and (4) whether such disability resulted in an injury that occurred within five years of the date of his application.

FINDINGS OF FACT

The claimant is a male, age 35 years, who at the time of his application for disability held the position of Fire Fighter for the City of Baltimore. In his application for benefits, he alleges that he became totally and permanently disabled as of March 23, 1999, due to injuries sustained in fall at work (Exhibit P-98A).

The claimant filed a prior application for disability on May 5, 2000, and I issued a decision dated September 17, 2000, finding that the claimant was not eligible for special (line-of-duty) disability retirement because he failed to prove that his physical incapacity is the result of an accident occurring while in the actual performance of duty at some definite time and place without willful negligence on his part (Exhibits P-101 and P-101A). I did find that the claimant was eligible for ordinary disability retirement at that time. However, the claimant elected to return to work as a Fire Fighter and subsequently filed his current application.

In the September 17, 2000 decision, I found that the claimant's testimony was not credible and was not consistent with the medical evidence of record and other statements in the record. I now find that the claimant's testimony at the hearing held on June 9, 2003, was not fully credible, and not supported by the objective medical evidence of record. The claimant's testimony appeared to be designed to present his physical condition in the most unfavorable light. His subjective complaints of pain and allegations of resulting physical limitations were grossly exaggerated and not supported by the preponderance of the objective medical evidence of record. The evidence of record reveals that the claimant is not well motivated to return to his job as a Fire Fighter. It is clear that the claimant's exaggerates his subjective complaints whenever he is examined by a physician, or undergoes evaluations to determine his ability

to return to work. The claimant's testimony was not credible regarding the severity of impairments, the alleged causes of his claimed disability, and his residual functional capacity to return to his job as a Fire Fighter.

Dr. Levy reported on January 15, 2000, that he recommended that the claimant should be reinstated by the department because the claimant is medically and psychologically qualified to perform the essential functions of a Fire Fighter for Baltimore City (Exhibit P-103). In his brief dated August 11, 2003, Mr. Schwartz noted that the claimant "miraculously" returned to work after being denied a line-of-duty disability retirement and awarded an ordinary disability retirement in the September 17, 2000 decision. I find that the evidence shows that the claimant was fully recovered, if he was ever disabled, when he returned to his job duties as a Fire Fighter. I do note that Dr. Levy advised the claimant in writing that it would be wise for the claimant to avoid the riding of a motorcycle because such vehicles are notably harmful for people with a history of back problems. On January 15, 2000, the claimant signed this report by Dr. Levy.

The claimant submitted Employee's Incident Reports dated June 5, 2001, and July 27, 2001, (Exhibits P-108 and P-109). On June 5, 2001, the claimant burned his left forearm while moving a pile of debris. On July 27, 2001, he alleges that he injured his left leg when he slid pole for a red medic response. X-ray of the claimant's left ankle and leg were negative for any fracture on July 27, 2001, (Exhibit P-110B).

Dr. Smith examined the claimant on September 15, 2001, for complaints of back pain when he stepped down off a fire truck and twisted back (Exhibits P-111 and P-111A). Dr. Smith opined that the claimant had a lumbar strain.

Dr. Lyons evaluated the claimant on September 24, 2001, for his September 15, 2001 injury (Exhibit P-112). The claimant had full range of motion of his back. There was no true tenderness. There was no spasm. The claimant's lower extremity strength was strong.

The claimant had a MRI of the lumbar spine on October 2, 2001, (Exhibit P-114). This MRI showed marked degeneration of the L-5-S1 disc with small left paracentral disc protrusion and scarring in the left lateral recess. There was moderate L4-5 broad based central disc protrusion abutting but not compressing the L5 nerve roots.

Dr. Lyons examined the claimant on October 3, 2001, (Exhibit P-115). The claimant had full motor strength in his lower extremities. On October 10, 2001, Dr. Lyons advised that the claimant remained off duty (Exhibit P-116). On October 31, 2001, Dr. Lyons noted that the claimant states that his pain is actually somewhat better with physical therapy (Exhibit P-117).

On October 10, 2001, Dr. Rybock reported that recent scanning shown no significant change from previous studies and no evidence of any neural compression. He opined that the claimant would benefit from a progressive exercise program as well as appropriate modalitics.

Dr. Lyons noted on November 9, 2001, that the claimant moves easily (Exhibit P-120). He has a full range of motion of his back. The claimant motor strength is intact and he remains on modified duty (Exhibit P-120). On

November 13, 2001, Dr. Lyons reports that the claimant has good range of motion and has returned to full duty (Exhibit P-121).

The claimant was treated for ankle pain on January 26, 2002, due to an injury sustained when he was sliding down a fire pole (Exhibits P-122 and P-122A). X-ray of the right ankle showed hardware and some of the screws appeared to be displaced as well as new versus old fracture of the distal tibia.

The claimant was evaluated by Dr. Lyons on February 1, 2002, May 7, 2002, and June 13, 2002, (Exhibits P-123, P-124, and P-127). On June 13, 2002, Dr. Lyons reported that the claimant was going to remain off duty with his non-line-of-duty back strain.

On June 12, 2002, Dr. Rybock reported that the claimant was doing well with chronic back pain but unlimited in his activities until last Friday, while working at a construction site, he pushed on a cement shoot and developed acute back pain (Exhibit P-126). Dr. Rybock noted that the claimant was not taking any medications at that time.

The claimant was examined at sick call for back spasm on June 21, 2002, (Exhibits P-128 and P-128A). At that time, the claimant was suffering from non-line-of-duty back pain.

The claimant had a lumbar discectomy, right L4-5 on July 25, 2002, (Exhibits P-132 and P-132A). I find that this surgery was necessary due to the non-line-of-duty injury that the claimant sustained when he injured himself at a constructive site (Exhibit P-126).

Dr. Rybock reported on September 20, 2002, that the claimant states that he is making a good recovery. The claimant was off all medications. The claimant was scheduled for a functional capacity the following week and Dr. Rybock noted that he thinks it was appropriate for the claimant to return to work.

Dr. Rybock reported that the claimant returned for a follow-up on December 9, 2002, (Exhibit P-138). Dr. Rybock stated that the claimant is preparing to move to Florida and that the claimant is currently disabled for work as a fireman. I find that Dr. Rybock reported no objective medical findings to support this vocational opinion of the claimant's ability to work and failed to give any reasons for why he changed his September 20, 2002 opinion that the claimant could return to work.

Dr. Halikman re-examined the claimant on April 22, 2003, (Exhibits P-139 through P-139C). Dr. Halikman noted that the claimant was working at full duties until a non-work related injury of June 2002 that resulted in another disc herniation. Dr. Halikman opined that the claimant was currently disabled from his job due to an injury that did not occur at work.

Dr. Rybock submitted a report dated June 4, 2003, (Exhibit P-160). Dr. Rybock stated that based on the MRI scans and the history, the claimant injured both the L4 and L5 discs in 1996 and these disc injuries led to his subsequent need for surgery at both levels.

The claimant reluctantly provided the Retirement Systems with a copy of a functional capacity evaluation that was conducted on March 11, 2003, (Exhibits

P-163 through Exhibits P-163F). I find that the claimant's lack of candor, evasiveness, and untruthfulness at the hearing when questioned about ever having a FCE and then producing this report is consistent with his inability to be totally truthful regarding the severity of his physical impairments and his ability to return to work. This FCE clearly states that not all data for this client supports consistent effort and the client demonstrated a high pain focus with diffuse self-limiting. The results of this FCE should therefore be interpreted as a minimum level of function only and do not represent the claimant's true capabilities.

Bon Secours Hospital records revealed that the complainant complained of back pain on January 4, 2003, and May 18, 2003, (Exhibit P-164 through P-171). On May 18, 2003, the claimant had a normal neurologic exam and was treated for musculoskeletal pain.

Dr. Halikman reviewed the claimant's medical records from Florida and the claimant's FCE dated April 11, 2003, (Exhibits P-172 and P-172A). Dr. Halikman now questions whether or not the claimant is truly disabled from his job. Dr. Halikman noted that the FCE study was largely self-limited and the study was felt to represent a minimum level of function only. Dr. Halikman found that the FCE suggests that the claimant is in less pain than he suggests and that he is capable of a relatively high level of physical activity. He also noted the claimant was referred to an orthopedic surgeon on May 18, 2003, and the claimant has failed to provide any records relating to any such referral despite the fact that the record remained open for the submission of additional records after the June 9, 2003 hearing.

I have reviewed the briefs that were submitted by both parties after the hearing in this case. I agreed with the extensive documentation that was submitted by the City Attorney in his brief that clearly establishes the claimant's pattern of providing false statements regarding his application for disability benefits and lack of trustworthiness on matters relating to his physical impairments, the sources of these impairments, and his ability to return to work as a Fire Fighter.

I find that the evidence of record shows that the claimant is capable of performing the duties of his job as a Fire Fighter for the City of Baltimore despite any injury that he has received to his back, leg, and ankle, either line of-duty or non-line-of-duty injury. The evidence shows that the claimant ~~retired~~ from his job as a Fire Fighter and moved to Florida (Exhibit P-99). Additionally, the claimant was working full duty in his job until he injured his back in a non-line-of-duty injury in June 2002 that resulted in surgery in July 2002. The claimant subsequently recovered from that surgery and is capable of performing his job duties as a Fire Fighter despite his documented lack of effort in his most recent FCE.

DECISION

The Hearing Examiner, having considered all of the evidence, and carefully reviewing the entire file finds, that the claimant is able to perform the duties of his job classification as a Fire Fighter in the employ of Baltimore City. The claimant's physical impairments including his back, leg, and ankle impairments do not prevent him from performing the duties of his job classification as a Fire Fighter for the City of Baltimore. Based on the above findings, it is the decision of the Hearing Examiner that the claimant is not

eligible for either a non-line-of-duty disability retirement, or a line-of-duty disability retirement.

August 31, 2003
Date

Frederick McGrath
Frederick McGrath
Hearing Examiner

Factual Misrepresentation & Disputed Statements of the Hearing Examiner

2nd Hearing, Mr. Frederick McGrath, presiding

Supportive evidence of the disputed facts contained in this decision is as follows:

1. "The claimant filed a prior application for disability on May 5, 2000, and I issued a decision dated September 17, 2000, finding the claimant was not eligible for special (line of duty) disability retirement because he failed to prove that his physical incapacity is the result of an accident occurring while in the performance of duty at some definite time and place without willful negligence on his part. (Exhibits P-101 and P-101A). I did find that the claimant was eligible for ordinary disability at that time. However, the claimant elected to return to work as a Fire fighter and subsequently filed this application."

This is the result of the hearing examiner's mistakes resulting in the denial of retirement benefits at the first hearing. The claimant did prove this and it was stipulated that the accident occurred on August 2, 1996, while in the performance of his duties. The actual time was 1730 hours and the location was on the fire ground in the 500 block of N. Davis Street as reflected in the application for retirement to the F & P Employees' Retirement System of Baltimore.

2. "In the September 17, 2000 decision, I found that the claimant's testimony was not credible and was not consistent with the medical evidence of record and other statements in the record. I now find that the claimant's testimony at the hearing held on June 9, 2003, was not fully credible, and not supported by the objective medical evidence of record. The claimant's testimony appeared to be designed to present his physical condition in the most unfavorable light. His subjective complaints of pain and allegations of resulting physical limitations were grossly exaggerated and not supported by the preponderance of the objective medical evidence of record. The evidence of record reveals that the claimant is not well motivated to return to his job as a Fire fighter. It is clear that the claimant's exaggerates his complaints whenever he is examined by a physician, or undergoes evaluations to determine his ability to return to work. The claimant's testimony was not credible regarding the severity of impairments, the alleged causes of his claimed disability, and his residual functional capacity to return to his job as a Fire fighter."

The final duty status is determined by the Public Safety Infirmary. The subjective complaints of pain were in defense of a right to collect deserved retirement benefits, not to fight to return to my job. This is ridiculous because it was not the claimant's decision to retire from a job he wanted ever since his childhood. This is where the evidence tends to mislead the ordinary person to conclude that it is the claimant's desire for retirement, with no mention as to the decision of the

Public Safety Infirmary to not return the claimant to his job. The claimant's subjective complaints of pain were due to him being treated by Dr. Ryan Glasser in reference to this injury during that time.

3. " Dr. Levy reported on January 15, 2000, that he recommended that the claimant should be reinstated by the department because the claimant is medically and psychologically qualified to perform the essential functions of a Fire fighter for Baltimore City. (Exhibit P-103).

This is as a result of my request for reinstatement to Mr. Carl E. MacDonald, Acting Chief of Fire Department at that time. No action for reinstatement due to this alleged illegal discharge was initiated by the City. The claimant requested the reinstatement and was not a resolution offered by the City. This is also deceptive in the fact that the claimant was medically retired by the Public Safety Infirmary prior to the hearing of September 6, 2000 and not reinstated until January of 2001, approximately 5 months after the hearing. If the City decided as a result of the hearing, the claimant was to be reinstated, it wouldn't have taken 5 months.

4. " In his brief dated August 11, 2003, Mr. Schwartz noted the claimant "miraculously" returned to work after being denied Line of Duty disability retirement and awarded an ordinary disability retirement in the September 17, 2000 decision."

How could the claimant "miraculously" return to duty when it was not his intention to retire in the first place. This is the result of the Public Safety Infirmary's determination of the claimant being medically unfit for duty, of which, is not the claimants decision not to return to his job. This statement is so misleading it seems the attorney representing the Fire and Police Employees' Retirement Sysytem of Baltimore doesn't even know the procedure involved in this matter. It makes it seem as though this was the desire of the claimant and the Public Safety Infirmary had nothing to do with the decision. Again, it not only could mislead the ordinary person, it misleads Mr. Schwartz as to the facts.

5. " I find that the evidence shows that the claimant was fully recovered, if he was ever disabled, when he returned to his job duties as a Fire fighter."

If you have fully recovered, would continuing complaints of pain constitute a full recovery?

6. " I do note that Dr. Levy advised the claimant in writing that it would be wise for the claimant to avoid the riding of a motorcycle because such vehicles are notably harmful for people with a history of back problems. On January 15, 2000, the claimant signed this report by Dr. Levy."

This is irrelevant due to there being no restriction of law or in the employment of the Baltimore City Fire Department against riding motorcycles. This is an opinion of a doctor and not a condition of the continued employment of the claimant. There is no evidence of a back injury associated with a motorcycle accident in the record.

7. "On June 12, 2002, Dr. Rybock reported that the claimant was doing well with chronic back pain but unlimited in his activities until last Friday, while working at a construction site, he pushed on a cement shoot and developed acute back pain (Exhibit P-126). Dr. Rybock noted that the claimant was not taking any medications at that time."

This issue is raised by the causation of a complex medical question that the Hearing Examiner, by evidence of his inexperience in deciding disability claims such as this, could not be

able to properly decide. Causation is established, and stipulated by the parties as the August 2, 1996 injury. That diagnosis was “a herniated disc at L/5 central and to the left. There is a slight bulge at the disc above.” (Taken from Dr. John Rybock’s Neurosurgical Consultation, page p-3 of the RECORD). The need for this surgery in July of 2002 was for “progression of the L4-5 disc herniation, most marked on the right side and now with compression of the L-5 nerve root.” (Page p-130 of the record). This is clearly a recurrence of the original injury; however, it was determined to be a NLOD injury, allowing only 6 months to recover as allowed in the Manual of Procedures. A proper determination would have shown it as a reflection of that injury and the claimant would have been entitled to LOD injury leave time. This violates the claimant’s constitutional right to due process.

8. “The claimant was evaluated by Dr. Lyons on February 1, 2002, May 7, 2002, and June 13, 2002, (Exhibits P-123, P-124, and P-127). On June 13, 2002, Dr. Lyons reported that the claimant was going to remain off duty with his non line of duty back strain.”

This is not all one incident, they are in fact 3 separate incidents. Using the exhibits in the record as mentioned above, they are:

Feb.1, 02: ankle injury May 7, 02: the flu June 13, 02: Back Strain.

9. “ The claimant was examined at sick call for back spasm on June 21, 2002, (Exhibits P-128 and P-128A). At that time, claimant was suffering from non line of duty back pain.”

If the injury was classified as it should have been, it would have been reflective of a Line of Duty injury, not subjecting the claimant to violation of the Constitutional right to due process. If ruled upon correctly, with proper causation established as stipulated at the first hearing, the LOD/NLOD classification is moot.

10. “ The claimant had a lumbar discectomy, right L4-5 on July 25, 2002, (Exhibits P-132 and P-132A). I find that this surgery was necessary due to the non line of duty injury that the claimant sustained when he injured himself at a constructive site (Exhibit P-126).”

As you can see, the L4-5 lumbar discectomy in July 25, 2002, is at the same level as the initial injury, dated August 2, 1996, which was diagnosed as “a herniated disc at L/5 central and to the left. There is a slight bulge at the disc above.” (Taken from Dr. John Rybock’s Neurosurgical Consultation, page p-3 of the RECORD). With causation established, in similar cases, this is a result of that injury. It notes at that time, “There is a slight bulge at the disc above.” This slight bulging of the disc was noted on subsequent MRI studies throughout this entire time.

11. “Dr. Rybock reported on September 20, 2002, that the claimant states that he is making a good recovery. The claimant was off all medications. The claimant was scheduled for a functional capacity the following week and Dr. Rybock noted that he thinks it was appropriate for the claimant to return to work.”

A report in the RECORD, page P-135 A, demonstrates the Public Safety Infirmary was to assess the claimant’s ability for return to duty on September 16, 2002. This is within 2 months of having surgery to correct what Maryland Law states is a complicated medical issue. Claimant would not have been able to show proficiency in the full range of his Fire fighter’s duties in this short of a period of recovery. Had the Hearing Examiner established causation as he should have been bound by law and precedent, the claimant would have been afforded ample time to return to work. There

is very little evidence of this evaluation being completed, nor is there any evidence or testimony of the Public Safety Infirmary's involvement in this final decision. It would have to be determined somewhere as a record of being released by the Public Safety Infirmary. This was PSI's determination but the city must have disregarded this while selecting and submitting medical evidence before this tribunal. After Dr. Rybock released his opinion that the claimant be released to work, on September 20, 2002, a follow up record should be available to document this opinion and any of the physicians at the PSI's dissenting opinions. This would have showed a discrepancy in duty status opinion, and although the PSI has the final determination in regard to final duty status, there is no other opinion or final determination of the status of this case by PSI included in the evidence. It has to have been withheld purposely, which would tend to mislead the Hearing Examiner as to the facts.

12. “ Dr. Rybock reported that the claimant returned for a follow up on December 9, 2002, (Exhibit P-138). Dr. Rybock stated that the claimant is preparing to move to Florida and that the claimant is currently disabled for work as a fireman. I find that Dr. Rybock reported no objective medical findings to support this vocational opinion of the claimant's ability to work and failed to give any reasons for why he changed his September 20, 2002 opinion that the claimant could not return to work.”

At the follow up appointment with Dr. Rybock, the claimant told him of the Public Safety Infirmary's decision not to release him to full duty, and as a result of that decision, the claimant is planning to move to Florida. It was just noted in his report of this decision and not his opinion. Dr. Rybock will testify to this fact. He failed to give any reasons why he changed his September 20, 2000, because it was not his opinion.

1.

Dr. Halikman re-examined the claimant on April 22, 2003, (Exhibits P-139 through P-139C). Dr. Halikman noted that the claimant was working at full duties until a non-work related injury of June 2002 that resulted in another disc herniation. Dr. Halikman opined that the claimant was currently disabled from his job due to an injury that did not occur at work.

Dr. Halikman could not have been afforded the entire medical file to come to this conclusion. This is not another disc herniation; it is the further progression of the L4-5 disc bulging that was present ever since the August 2, 1996 injury. Had he been given all of the facts, he could never have opined this.

2.

Dr. Rybock submitted a report dated June 4, 2003, (Exhibit P-160). Dr. Rybock stated that based on the MRI scans and the history, the claimant injured both the L4 and L5 discs in 1996 and these disc injuries led to his subsequent need for surgery at both levels.

This represents the support for causation. There is no dispute with this statement.

3.

The claimant reluctantly provided the Retirement Systems with a copy of a functional capacity evaluation that was conducted on March 11, 2003, (Exhibits

P-163 through Exhibits P-163F). I find that the claimant's lack of candor, evasiveness, and untruthfulness at the hearing when questioned about ever having a FCE and then producing this report is consistent with his inability to be totally truthful regarding the severity of his physical impairments and his ability to return to work. This FCE clearly states that not all data for this client supports consistent effort and the client demonstrated a high pain focus with diffuse self-limiting. The results of this FCE should therefore be interpreted as a minimum level of function only and do not represent the claimant's true capabilities.

The copy of the Functional Capacity examination in question here was one that was performed while the claimant was being treated for another recurrence of the injury and was requested by Comp Management, the worker's compensation contractor for Baltimore City to determine my ability to work. The claimant was aware that the results were not going to be favorable due to his ongoing treatment and if the claimant was not motivated to return to his job, wouldn't he demonstrate this with gladly offering this information. Even if the rules of evidence are not held in strict compliance, the claimant felt that this report was filed after his retirement and not included with the evidence in regard to discovery prior to the hearing, as in the court of law, and served as the only evidence of reluctance in handing it over to the tribunal. "The results of this FCE should therefore be interpreted as a minimum level of function only and do not represent the claimant's true capabilities." This statement is true. Would a patient who was preparing to have an intravertebral spinal fusion surgical procedure in October of 2003, with a history of back surgeries, demonstrate any more than a minimum level of function and not a representation of the claimant's true capabilities, on March 11, 2003?

4.

Bon Secours Hospital records revealed that the complainant complained of back pain on January 4, 2003, and May 18, 2003, (Exhibit P-164 through P-171). On May 18, 2003, the claimant had a normal neurologic exam and was treated for musculoskeletal pain.

This reflects continuing complaints of back pain in the first 6 months of 2003. Does this indicate a complete recovery?

5.

Dr. Halikman reviewed the claimant's medical records from Florida and the claimant's FCE dated April 11, 2003, (Exhibits P-172 and P-172A). Dr. Halikman now questions whether or not the claimant is truly disabled from his job. Dr. Halikman noted that the FCE study was largely self-limited and the study was felt to represent a minimum level of function only. Dr. Halikman found that the FCE suggests that the claimant is in less pain than he suggests and that he is capable of a relatively high level of physical activity. He also noted the claimant was referred to an orthopedic surgeon on May 18, 2003, and the claimant has failed to provide any records relating to any such referral despite the fact that the record remained open for the submission of additional records after the June 9, 2003 hearing.

The FCE was largely self limiting due to pending back surgery. The orthopedic surgeon I was referred to was the Dr. who performed the subsequent fusion procedure of October 2003, and the medical was not complete as of that date. If the Hearing Examiner has the official power to subpoena evidence and compel witnesses to testify, then why didn't he feel it was necessary to answer that question? The claimant signed a release for the Hearing Examiner to receive all medical reports from any doctor associated with this case. It would have benefited the orderly administration of justice to do so.

6.

I have reviewed the briefs that were submitted by both parties after the hearing in this case. I agreed with the extensive documentation that was submitted by the City Attorney in his brief that clearly establishes the claimant's pattern of providing false statements regarding his application for disability benefits and lack of trustworthiness on matters relating to his physical impairments, the sources of these impairments, and his ability to return to work as a Fire Fighter.

There are no false statements relating to these impairments, the source of these impairments, and his ability to return to work as a Fire fighter. His decision is biased and prejudicial as reflected in his comment to the claimant on what made him think he could file another application after being already denied for them by him. The Hearing Examiner is clearly of the opinion that this is the claimant's desire, which was not and can further be supported by the evidence.

7.

I find that the evidence of record shows that the claimant is capable of performing the duties of his job as a Fire Fighter for the City of Baltimore despite any injury that he has received to his back, leg, and ankle, either line of-duty or non-line-of-duty injury. The evidence shows that the claimant **retired** from his job as a Fire Fighter and moved to Florida (Exhibit P-99). Additionally, the claimant was working full duty in his job until he injured his back in a non-line-of-duty injury in June 2002 that resulted in surgery in July 2002. The claimant subsequently recovered from that surgery and is capable of performing his job duties as a Fire Fighter despite his documented lack of effort in his most recent FCE.

The evidence, had it been reviewed fully and given the full medical file, the Hearing Examiner would have been able to see that the ability to perform the duties of his job was the final determination of the Public Safety Infirmary and not of the claimant. The claimant was simply following instructions given to him by the Fire fighters Union, local 734 and the Baltimore City Fire Department in regard to the separation from employment with the department. The injury which led to the July 2002 surgery was the result of the original Line of Duty injury. The lack of effort in the most recent FCE is discusses above.

8.

DECISION

The Hearing Examiner, having considered all of the evidence, and carefully reviewing the entire file finds, that the claimant is able to perform the duties of his job classification as a Fire Fighter in the employ of Baltimore City. The claimant's physical impairments including his back, leg, and ankle impairments do not prevent him from performing the duties of his job classification as a Fire Fighter for the City of Baltimore. Based on the above findings, it is the decision of the Hearing Examiner that the claimant is not

eligible for either a non-line-of-duty disability retirement, or a line-of-duty disability retirement.

August 31, 2003
Date

Frederick McGrath
Frederick McGrath
Hearing Examiner

These answers demonstrate serious allegations of misconduct in this case as well as violations of the Memorandum of Understanding, a joint labor agreement of the City of Baltimore and the Baltimore City Fire fighters Local Union 734, The Baltimore Code, The Baltimore Charter, The Annotated Code of Maryland, and the Constitution of the United States of America.

