

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF ALEXANDRIA, VIRGINIA

AND THE

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 2141

EFFECTIVE FROM  
JULY 1, 2023 through JUNE 30, 2026

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## **PREAMBLE**

This Agreement is entered into by and between the City of Alexandria, Virginia (hereinafter referred to as the “City”) and the Alexandria Firefighters, Inc., Local 2141, International Association of Fire Fighters (hereinafter referred to as the “IAFF Local 2141”), and collectively known as the “Parties.” This Agreement is authorized under Ordinance No. 5336 (hereinafter the “collective bargaining ordinance”). It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the IAFF Local 2141; to provide for the equitable and peaceful adjustment of differences which may arise, and to include the parties’ agreement on wages, hours, and other conditions of employment for the employees covered hereunder.

## **ARTICLE 1 RECOGNITION**

### Section A

The City recognizes the IAFF Local 2141 as the exclusive bargaining representative for the Fire and Emergency Medical Services Employees’ Bargaining Unit, which shall consist of the uniformed fire employees, including fire marshals, except those excluded by Section 2-5-68 of the collective bargaining ordinance.

### Section B

The parties agree that the following ranks and job classifications fall within the bargaining unit:

- a. Firefighter I
- b. Firefighter II
- c. Firefighter III
- d. Firefighter IV
- e. Medic II
- f. Medic III
- g. Medic IV
- h. Fire Lieutenant
- i. Fire Captain
- j. EMS Lieutenant
- k. EMS Captain
- l. Deputy Fire Marshal I
- m. Deputy Fire Marshal II
- n. Deputy Fire Marshal III

The parties agree that, to the extent that positions titles change, positions with equivalent ranks and/or duties to those listed in Section B shall be included in the bargaining unit.

## **ARTICLE 2**

### **LABOR MANAGEMENT PARTNERSHIP**

#### Section A

The Parties agree to establish a labor management partnership to discuss any area of mutual concern, including matters that the City declared nonnegotiable during bargaining, but excluding grievances as defined in Virginia Code § 15.2-1507 and employee discipline matters.

Agenda topics shall be made available to all partnership members at least one week prior to the meeting.

#### Section B: Creation

Upon the implementation of this agreement, the City and IAFF Local 2141 will form a Labor-Management Partnership. The Partnership will be responsible for: (1) the creation of all other committees related to matters covered by collective bargaining; (2) the scope of those committees; and (3) the initial calendar of meetings, and naming the deliverables for the committees.

If there are existing committees that cover subjects of collective bargaining, they shall also fall under the purview of the Labor-Management Partnership. The current composition of the existing committees shall continue unless mutually agreed to by the parties.

#### Section C: Representation

The Partnership will consist of the Fire Chief (or designee), the IAFF Local 2141 President (or designee), two non-bargaining unit employees appointed by the Chief, and two IAFF Local 2141 bargaining unit employees appointed by the IAFF Local 2141 President. Members of the Partnership shall serve at the pleasure of the Chief or IAFF Local 2141 President, respectively. Both Local 2141 and City have the ability to designate up to three (3) additional non-voting employees to attend any Partnership meeting.

The City and IAFF Local 2141 will have equal representation on committees.

IAFF Local 2141's selection of committee representatives will not require the City's approval.

#### Section D: Calendar

The Partnership will meet quarterly at a time most suitable to the Partnership voting members. Additional meetings may be scheduled by mutual agreement of the Chief and the IAFF Local 2141 President. Partnership meetings will be scheduled at least 21 days in advance.

## **ARTICLE 3 BULLETIN BOARDS**

### Section A

The City shall provide non-electronic bulletin boards for the use of IAFF Local 2141 in each work location at convenient locations accessible to employees that are not readily viewable from a bay or sidewalk.

### Section B

IAFF Local 2141, at its discretion, may install electronic bulletin boards so long as IAFF Local 2141:

1. Provides 30-days' notice prior to installation of the bulletin boards.
2. Purchases and maintains the bulletin boards, and any related hardware, software, and troubleshooting support at its own expense and liability.
3. Ensures that there is secure Internet connectivity for the bulletin board that is separate from the City's wireless network.
4. Ensures no adverse impact to any City building architecture.
5. Ensures no network interference and/or integration to, or network interconnectivity with, the City's operations.

If IAFF Local 2141 chooses to upgrade the bulletin boards to electronic, the City will ensure a location where the necessary electric connection can be made.

### Section C

Local 2141 agrees to exercise discretion when issuing a posting. Should there be a controversy over a posting, the City will meet with Local 2141 to discuss it and attempt to reach an agreement on how to proceed. The Parties will attempt to hold such a meeting within 24 hours of the City notifying Local 2141 of an issue with the posting. If Local 2141 is not available to meet within 24 hours, it will remove the posting until such time as the Parties are able to meet to discuss the issue. Local 2141 will not be limited in its legitimate exercise of its rights by virtue of this provision.

## **ARTICLE 4 CANTEEN**

The City will provide snacks and beverages to bargaining unit employees at the following events that occur in the city:

- (1) Any multialarm or complex (*e.g.*, hazmat, multiagency) incident; and
- (2) Any event in which bargaining unit employees are expected to return to the same scene on consecutive days.

During either event, the City will identify a lavatory that can be used by bargaining unit employees.

## **ARTICLE 5**

### **GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE**

#### **Section A**

The Parties recognize that employees are entitled to file and seek resolution of disputes under the provisions of this negotiated dispute resolution procedure. The Parties agree not to interfere with, restrain, coerce, or engage in any reprisal against a bargaining unit employee or Local 2141 representative for exercising rights under this Article.

#### **Section B**

The term dispute means any complaint:

- A. By any bargaining unit employee or Local 2141 concerning:
  - i. A claim of breach of a collectively bargained agreement; or
  - ii. Any claimed violation, misinterpretation, or misapplication of any law, rule, regulation, or written policy affecting conditions of employment of bargaining unit employees.
- B. When filing a dispute, the filing party should include at least the following information:
  - i. A statement of facts;
  - ii. A statement of what sections of the contract, law, rule, regulation, or policy that the City violated; and
  - iii. The remedy sought.

To the extent an employee may file a dispute under this section for a matter that also meets the definition of a grievance under Va. Code 15.2-1507, the employee must elect to file their claim under either the City's grievance procedure (A.R. 6-21) or this Article pursuant to City Code Sec. 2-5-80(c). An employee's initial election to file a dispute or grievance shall be binding and irrevocable at the time of filing the Step 1 dispute or grievance.

#### **Section C**

Disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

**Step 1** – An employee may submit a dispute, orally or in writing, to the employee's immediate supervisor within 30 days of the employee learning of the facts giving rise to the dispute. The supervisor shall attempt to adjust the dispute at that time and shall render a decision within 15 days. The supervisor shall prepare a writing that memorializes (1) the discussion between the employee and the supervisor and (2) any adjustment to the dispute.

Disputes filed by Local 2141 shall be initiated at Step 1. Disputes initiated by Local 2141 shall be filed, in writing, within 30 days of the Local learning of the facts giving rise to the dispute. The dispute shall be filed electronically and hand delivery with the Office of the

Fire Chief. The supervisor, designated by the Fire Chief, shall attempt to adjust the dispute at that time and shall render a written decision within 15 days.

**Step 2** – If the dispute is not settled at Step 1, the party filing the dispute may submit the dispute to the Fire Chief within 15 days of receipt of the Step 1 decision. If the party maintains that discipline should not have been issued because the employee's conduct was protected under this agreement, the dispute shall include a statement to that effect. The party shall send a copy of the dispute to Chief Human Resources Officer. The Fire Chief shall render a written decision within 15 days after the receipt of the Step 2 dispute.

**Step 3** - If the dispute is not settled at Step 2 and constitutes a disciplinary grievance or a grievance under Va. Code § 15.2-1507(A), the employee filing the dispute may submit the dispute for resolution by a state administrative hearing officer, in accordance with Va. Code § 15.2-1507(A). IAFF Local 2141 may submit the dispute to arbitration if the dispute is not settled at Step 2 and does not challenge discipline. If the Step 2 dispute includes a statement that discipline should not have been issued because the employee's conduct was protected under this agreement, then the Department will stay the discipline until the dispute is resolved. A dispute cannot be submitted to both a state administrative hearing officer and arbitration. The initial Step 3 submission shall control.

The party submitting the dispute for resolution by a state administrative hearing officer or arbitrator must notify the other party, in writing, of the party's intent to submit it to do so within 15 days of the Step 2 decision. Notice of the party's intent shall be in writing.

If the IAFF Local 2141 invokes arbitration, the parties shall jointly request a panel of seven arbitrators from the Federal Mediation and Conciliation Service. The parties shall, within 15 days of receipt of the panel, make a selection of an arbitrator. In the event the Parties cannot agree on an arbitrator, the Parties shall select an arbitrator through strikes with each Party striking one name on the list until just one name remains. The parties shall alternate who makes the first strike from the arbitrator panel.

The Parties shall make every effort to schedule arbitration of the matter as expeditiously as possible. The Parties will provide witness lists to each other at least 5 business days prior to a scheduled arbitration hearing

The arbitration hearing will be held, if possible, at a mutually agreeable location, during regular business hours on a regular business day. The decision of the arbitrator will be considered an award pursuant to the Virginia Uniform Arbitration Act.

#### Section D

The City, IAFF Local 2141, and any bargaining unit employees filing disputes must adhere to the negotiated timeline. Failure of the grieving party to meet the timeline in the dispute procedure shall result in the withdrawal of the dispute. Failure of the responding party to provide a response within the required time limits set forth herein will result in a decision in favor of the other party. However, before this can occur, the party alleging noncompliance will provide written notice to the other party who will have seven (7) calendar days from receipt to



correct the issue. All timelines for the party filing the dispute to move the dispute to the next step in the process shall be stayed until the responding party responds to the dispute.

#### Section E

The City is required to raise any procedural and/or arbitrability defenses in its first response to the dispute. Any such defenses not raised in the first dispute response are considered waived. If the City raises any procedural and/or arbitrability defenses at arbitration/administrative hearing, the Arbitrator/administrative hearing officer shall conduct a single arbitration/administrative hearing on both the procedural/arbitrability issues and the substance of the dispute, in order to avoid unnecessary delay and cost of holding two hearings. The Arbitrator/administrative hearing officer shall address both the procedural/arbitrability issues and the substance of the dispute in a single decision.

#### Section F

The City shall, upon request, provide Local 2141 with necessary information to aid in resolving and/or presenting specific disputes insofar as permissible without violating laws or regulations. The information shall be provided to Local 2141 at no cost to the Local.

#### Section G

At any step of the dispute resolution procedure prior to arbitration/administrative hearing, the filing party may request a meeting with the deciding official at that step. The meeting will be scheduled within 7 days of the request. The time period for responding shall not begin to run until after the meeting has been held.

#### Section H

Individuals can file disputes with or without the assistance of Local 2141. If a bargaining unit employee decides to file a dispute without the assistance of Local 2141, Local 2141 is relieved of its obligation to represent the employee. Local 2141 can assist the employee in any part of the process. If an employee requests a meeting at any step of the process, the City shall ensure that Local 2141 is invited to attend the meeting. Regardless of whether Local 2141 is representing an employee in a dispute, the City will provide Local 2141 with copies of all dispute decisions.

#### Section I

Arbitrators shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.

#### Section J

Cost Sharing. All expenses involved in the arbitration proceedings (i.e. arbitrator fees and arbitrator hearing transcripts) shall be equally shared between both parties. However, expenses relating to the calling of witnesses shall be borne by the party at whose request such witnesses are required.

#### Section K

At any arbitration/administrative hearing, any time spent by bargaining unit employees serving as witnesses or representatives shall be considered work time. The City may, with the assistance

of Local 2141, adjust the regular work schedules of witnesses and representatives so that the employees' regularly scheduled hours coincide with the hearing schedule.

#### Section L

If multiple bargaining unit employees file identical disputes, Local 2141, at its election, may decide, at any time between the filing of the dispute and invocation of arbitration, to consolidate the disputes for presentation and representation by Local 2141.

#### Section M

Reasonable time during working hours will be allowed for employees and Local 2141 representatives to present disputes, including meetings, if any.

#### Section N

If at any time during the dispute resolution procedure, the City grants in full the remedy sought in the dispute, the dispute shall be considered resolved.

### **ARTICLE 6 LIST OF OFFICERS**

IAFF Local 2141 shall provide the Fire Chief twice annually (May 15 and November 15) with a list of the names, titles, and areas of responsibility of all IAFF Local 2141 officers and stewards, who are current employees of the City.

### **ARTICLE 7 OPEN LINES OF COMMUNICATION**

The parties agree to keep an open line of communication between them. Except as otherwise provided for in this Agreement or in City rule, regulation, policy, or code, communications between the parties shall, to the maximum extent possible, be submitted by the IAFF Local 2141 President to the Fire Chief or by the Fire Chief to the IAFF Local 2141 President, if such communication relates to this Agreement or the collective bargaining ordinance. The parties agree that both the Fire Chief and IAFF Local 2141 President have the authority to designate these duties to other individuals and, to the extent that either the Fire Chief or IAFF Local 2141 President have designated such authority, the other party will receive communications from the designated party representative. Even if they have designated their authority, however, the parties agree to copy both the IAFF Local 2141 President and the Fire Chief on all communications under this Article.

This section does not apply to any communication alleging a violation of this Agreement or the collective bargaining ordinance.

## **ARTICLE 8 DUES DEDUCTION**

### **Section A: Dues Deduction Authorization**

Any bargaining unit employee may at any time execute a payroll deduction authorization form as furnished by IAFF Local 2141 ("Deduction Authorization Form").

### **Section B: City's Obligation**

The City shall begin deductions in the amount prescribed by IAFF Local 2141 (including any Union dues) in the payroll period following receipt of written the Deduction Authorization Form if the Deduction Authorization Form is submitted before the Personnel Action Form (PAF) deadline as outlined in the applicable schedule of employee pay periods. In a manner consistent with Section 2-5-77(e) of the collective bargaining ordinance, the City agrees to deduct amounts certified to be current by the Secretary-Treasurer of IAFF Local 2141 from the pay of those employees who individually request in writing that such deductions be made. IAFF Local 2141 shall notify bargaining unit employees of any proposed increase in dues or other amounts subject to pay deduction at least four weeks prior to requesting the City deduct such proposed increased dues or other amounts.

### **Section C: Revocation of Authorization**

Deductions may be revoked pursuant to the terms of the employee's written authorization and Section 2-5-77(e) of the collective bargaining ordinance. The City shall direct employee requests to cancel or change deductions to IAFF Local 2141.

### **Section D: Indemnification**

IAFF Local 2141 shall defend, indemnify, and hold the City and its officers and employees harmless from/for (a) any and all claims, demands, suits, or any other action arising from any third party, including employees, for deductions made in reliance on the Deduction Authorization Form regarding a dues deduction authorization and (b) any claims made by an employee for deductions made in reliance on information provided by IAFF Local 2141 regarding changes or cancellations to the deduction authorization.

## **ARTICLE 9 PERSONAL EFFECTS ALLOWANCE**

The Department agrees that the labor-management partnership should study (1) the occurrence and frequency of employees' personal items being lost during the non-negligent performance of job duties; and (2) efforts that the Department can take to recover such lost items.

## **ARTICLE 10 HEAT AND AIR CONDITIONING IN VEHICLES**

The Department will ensure that heat and air conditioning are functional in all in-service response vehicles used by employees. If an in-service response vehicle does not have

functioning heat or air conditioning, the employee will notify fire maintenance in the appropriate manner. The Department shall make every effort to repair it within 14 days. A report of heating or air conditioning deficiency is considered an out of service criteria. The Department will provide a spare apparatus if available. The Department has the discretion to place the vehicle with the heating or air conditioning deficiency back in service if the reserve vehicle is needed to maintain service delivery capabilities. The Department shall notify the IAFF Local 2141 when the repair will take more than 14 days and a reserve vehicle is unavailable during the repair period.

## **ARTICLE 11 STATE OF THE DEPARTMENT**

### **Section A**

Each month, the Department will make the following information available electronically to bargaining unit employees:

- (1) The number of authorized positions for each rank within the bargaining unit;
- (2) The number of Battalion Chief vacancies; and
- (3) A roster that includes the name, rank and assigned location of bargaining unit employees in operations and administrative positions along with identifying the minimum staffing of bargaining unit employees for each station;

Nothing in this section shall require the Department to (1) transfer or promote an employee into a vacant position; (2) assign an employee assuming a vacant position with the same job duties, work assignments, or work shifts that were performed by the employee who vacated the position.

### **Section B**

The Department will create and provide an organizational chart identifying the rank and position titles. The organizational chart within operations will only identify the minimal staffing positions.

### **Section C**

The Department will make information regarding new Standard Department Policies and training opportunities available to bargaining unit employees 30 days in advance. When the Department does not know about the training opportunities 30 days in advance, the Department will provide information as soon as practicable. When a Standard Department Policy must go into effect less than 30 days, the Department will provide notification as soon as practicable.

## **ARTICLE 12 AUTHORIZED DISCLOSURES REGARDING INJURY OR DEATH**

For purposes of this article, "Notice Authorization Form" means a form in which an employee authorizes, by signature, the Department to notify IAFF Local 2141 when that employee suffers a serious injury or death. The Notice Authorization Form shall contain a statement that reads:

“I authorize the City of Alexandria to notify IAFF Local 2141 of any serious injury or death that I suffer in the line of duty.”

For purposes of this Article, the term “serious injury” shall mean any injury which requires notification to the fire chief or their designee and that the fire chief or their designee determines is serious in nature.

An employee may submit a Notice Authorization Form to the Department. An employee may, at any time, revoke the employee’s Notice Authorization Form.

The Department shall maintain the Notice Authorization Forms it receives.

The Department shall notify IAFF Local 2141, promptly after the Fire Chief, or their designee, determines it is a serious injury, of any serious injury or death when the employee has submitted and not revoked a Notice Authorization Form.

## **ARTICLE 13**

### **EMPLOYEE’S RIGHTS DURING INVESTIGATIONS AND INTERVIEWS**

#### Section A - Policy

Employees are granted certain constitutional rights and privileges and the City duly respects these liberties. However, the City and IAFF Local 2141 also agree that certain circumstances will arise which will lead to a Fact Finding Review and/or an Administrative Inquiry of employees for a potential violation of applicable rules and regulations. It is in this context that the following sections will apply.

#### Section B – Definition

1. For purposes of this Article, the term “Administrative Interview” means any questioning of a formal nature that could lead to dismissal, demotion, or suspension for punitive reasons of an employee.
2. For the purpose of this Article, the term “Administrative Inquiry” is defined as, a formal process initiated as a result of allegations of misconduct.
3. For the purpose of this Article, the term “Fact Finding Review” is defined as, a review process to determine the facts of an allegation prior to an administrative inquiry being opened.
4. For the purpose of this Article, the term “Observer” is defined as, a person who is an active or retired employee of the department, for purposes of confidentiality. An observer can also be an active employee of the department who is a 2141 representative.

#### Section C - Employee Rights

1. The provisions of this section shall apply whenever an employee is subjected to an Administrative Interview that could lead to dismissal, demotion, or suspension for punitive reasons. If an employee can reasonably expect discipline could result from an Administrative Interview the employee may have an Observer of their preference present during the Administrative Interview, as long as the interview is not unduly delayed. An employee may request to delay an interview up to 24 hours from notification in order to give the employee an opportunity to have their preferred Observer of the employee's choice present during the Administrative Interview. The employee will notify the department as soon as practical the name of the employee's preferred Observer.
  - a. The Observer shall be present at all Administrative Interviews if the employee requests an Observer and it does not unduly delay the Administrative Inquiry. The Observer may not disrupt the Administrative Interview. Disruptions include purposeful acts to interrupt, hinder, or delay an interview, including directing an employee not to answer questions. This does not include allowable breaks during the interview or advising an employee not to reveal privileged information.
  - b. The Observer may not answer questions on behalf of the employee. The Observer and employee may take a 15-minute break for every 2 hours of interview to confer privately during an Administrative Interview. If the interview does not last 2 hours the employee and the Observer may confer privately for 30 minutes prior to the end of the Administrative Interview. If the interview goes beyond the 2 hours, the employee and the Observer will still have an opportunity to converse at the end of the interview for up to 30 minutes. The employee and Observer may ask clarifying questions at the end of the interview. If more time is needed, the employee being questioned can request additional time with the investigator.
  - c. The Observer and employee are prohibited from making any electronic recordings or transmitting any portion of the Administrative Interview in real time.
  - d. The City will inform the employee of the right to have an Observer present during an Administrative Interview, prior to the interview.
  - e. The City shall not attempt to prevent or dissuade an employee from requesting or acquiring an Observer during an Administrative Interview. This does not include conducting an Administrative Interview without an employee's preferred Observer after a 24-hour delay was given to the employee when possible.
  - f. The City shall not attempt to threaten retaliation or retaliate, against an employee in response to the employee requesting the use of, or serving as, an Observer during an Administrative Interview.
  - g. In no case shall an Observer be present or participate during any Administrative Interview if that Observer is involved in the Administrative Inquiry. In any situation in which an Observer is disqualified for that reason, the employee to be interviewed shall have the right to select an alternate Observer to be present

during the Administrative Inquiry. An Observer who attends an Administrative Interview, shall be bound by the same confidentiality restrictions as the employee being interviewed.

- h. If an attorney, on the City's behalf, attends the Administrative Interview, then the employee also has the right to have an attorney present during that Administrative Interview. This Article's provisions applicable to observers' conduct also govern the conduct of an employee's attorney at an Administrative Interview.
2. Prior to commencement of any Administrative Interview, the employee being questioned shall be informed of the name, rank and unit or command of the officer in charge of the Administrative Inquiry, the interviewers, and all persons present during the Administrative Interview.
3. Prior to the commencement of any Administrative Interview, the City will provide the employee, in writing, with a statement of the nature of the Administrative Investigation.
4. The Administrative Interview will take place at a reasonable time, unless the matters being investigated are of such a nature that, in the judgment of the investigating officer, immediate action is required.
5. The employee shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions during an Administrative Interview.
6. Evidence gathered through the conduct of an Administrative Interview that violates this Article shall not be admissible in any administrative hearing against an employee.
7. If, during an Administrative Interview or the course of the fact finding review, it becomes apparent for the first time that discipline or potential discipline could arise, the City is required to stop the meeting/interview and provide at least 24 hours from notification for the employee to obtain their preferred Observer as long as the interview is not unduly delayed.
8. If, during the course of the questioning, it becomes apparent for the first time that discipline or potential discipline could arise against the Observer, the City will stop the meeting and the Observer is prohibited from continuing as an Observer in the current administrative investigation. The City will provide the former Observer at least 24 hours for them to obtain their preferred Observer as long as the interview is not unduly delayed. The City will provide the represented employee at least 24 hours from notification to obtain a substitute Observer.
9. Employee(s) who are the subject of the investigation or are witnesses will be provided a Garrity Warning at the beginning of the Administrative Interview and Fact Finding Review. The Garrity Warning advises employees that statements given during an Administrative Inquiry or Fact Finding Review are compelled statements and cannot be used to incriminate the affected employee in any criminal proceedings.

10. Employees, who have received Garrity Warnings, must fully cooperate during an Administrative Inquiries and Fact Finding Reviews. Employees must provide all pertinent information responsive to the City's questioning during Administrative Interviews which they have knowledge relative to the Administrative Inquiry and must respond truthfully.
11. Employees who are the subject of the Administrative Inquiry are prohibited from discussing any aspects of the investigation with anyone excluding administrative investigators, and the employee's Observer and/or attorney. This includes personal contact, telephone calls, text messages, social media postings, third-party contacts, email, and any other internet messages, comments, or postings. Witnesses who are interviewed during the course of the investigation, the employee's designated Observer, and attorney are bound by the same confidentiality requirements.

#### Section D

If a recording of any Administrative Interview is made or if a transcript of the Administrative Interview is made, the employee is entitled to a copy without charge after the investigation is closed and before the issuance of discipline, if any. If a recording device is used, the employee being interviewed shall be notified.

The City will notify employees who have been subject to an Administrative Inquiry when the investigation is closed. If the Administrative Inquiry does not result in discipline, no record of the Administrative Inquiry will be placed in the employee's personnel file.

This Agreement does not preclude the normal day-to-day supervision involving the exchange of non-investigatory, non-disciplinary questions and answers between supervisor and employee. Additionally, to the extent not inconsistent with this Agreement, the Department's internal investigations procedures referenced in SDP# 1.1.4 remain in effect.

## **ARTICLE 14 CONTINUITY OF OPERATIONS PLAN**

#### Section A:

The Department will adopt a continuity of operations plan (COOP) that is reviewed annually to ensure essential operations are maintained. The COOP shall include a domestic preparedness program. The Department will invite IAFF Local 2141 to submit comments to the COOP and will consult with IAFF Local 2141 prior to revising the COOP

The Department shall make the COOP available to all bargaining unit employees.

#### Section B:

The Department will conduct a formal and documented domestic preparedness program appraisal, at least annually, to determine the program's impact and outcomes, and to measure



performance and progress in reducing risk. The Department will invite IAFF Local 2141 to name the bargaining unit representatives who will participate in the annual appraisal.

## **ARTICLE 15 UNION ACTIVITIES AND UNION VISITATION**

### **Union Visitation**

IAFF Local 2141 representatives shall have the right to meet with bargaining unit employees in non-secure areas of Department facilities. The meeting with bargaining unit employees cannot interfere with the work assigned to the employees or other employees in the facilities.

### **Union Activities**

No IAFF Local 2141 representative shall be discriminated against for engaging in any lawful activity protected under Alexandria City Code Section 2-5-77 or this agreement.

The Department agrees not to assign confidential employee duties to an employee who is an IAFF Local 2141 Executive Board representative without first soliciting other qualified and available employees to perform those duties.

## **ARTICLE 16 SENIORITY**

### **Section A: Department Seniority**

1. Determination: Seniority will be determined by the date of hire with the City of Alexandria for all ranks and job classifications; this rule applies to employees who worked for other City departments/agencies immediately prior to their employment with the Department. An employee's seniority is not affected by changing job classifications within the City.

The seniority of employees hired through a recruit academy shall be determined by their date of hire. When a seniority tie exists among those employees, the tie shall be broken according to their recruit academy score. If two (2) or more employees received the same recruit academy score, the tie shall be broken by a coin toss.

Employees who were not required to attend a recruit academy shall begin accruing seniority based on the entry-on-duty date of their first classification with the City.

When a seniority tie within a job classification exists, the tie shall be broken according to the scores assigned to the employees on the eligible list used to offer employment and/or to make the appointment of the lateral hire. If two (2) or more employees were assigned identical scores on the eligible list, the tie shall be broken by a coin toss.

2. Seniority Adjustments: There shall be no adjustment for time spent on an approved leave of absence.

3. Termination of Seniority: Termination of seniority shall occur upon:
  - a. Resignation, except that any employee who is appointed for reemployment within six months of resignation and completes the required probationary period in the position to which they were reemployed may count the seniority which they accumulated prior to resignation.
  - b. Discharge.
  - c. Retirement.
  - d. Layoff, reduction-in-force, or other form of employment separation.

Section B: Seniority List

A copy of the seniority lists shall be made available to bargaining unit employees and updated quarterly.

**ARTICLE 17  
SAVINGS CLAUSE**

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted law, regulation, or ordinance or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision of the Agreement. The Parties agree, to the extent consistent with law, to negotiate a successor provision to the invalid provision. If the parties are unable to come to an agreement on the matter, the provisions of Chapter 5, Article E of the Alexandria City Code shall apply.

**ARTICLE 18  
SUCCESSOR AGREEMENTS**

- A. As provided in Va. Code § 40.1-57.2(B), nothing in this Agreement shall be construed or interpreted as restricting City Council's authority to establish the budget or appropriate funds.
- B. The non-compensation provisions of this Agreement shall be binding upon the parties.
- C. Except for as permitted by Va. Code § 40.1-57.2(B), no provision, term, or obligation shall be affected, modified, altered, or changed unless mutually agreed to by both parties.

## **ARTICLE 19**

### **PROBATIONARY FIREFIGHTER PERIOD**

1. In accordance with Alexandria City Code Sec. 2-5-72(a)(11), the City retains the ability and authority to continue to implement the current administrative regulation in the management of probationary employees.
2. A new firefighter employee shall serve a probationary period of 12 months that begins when the employee completes the training academy and attains sworn status.
3. Probationary firefighters may be assigned to fill any role for which they are qualified.
4. Probationary firefighters may
  - a. Utilize health insurance benefits as dictated by applicable law;
  - b. Utilize annual leave and sick leave benefits as dictated by applicable law; and
  - c. Receive a merit increase upon the satisfactory completion of the probationary period and that merit increase will be retroactive to the first day of the pay period in which the anniversary of date of hire falls.
5. The employer may require formal performance evaluations every six months while employees are serving during their probationary firefighter period.
6. Unless required by law, probationary firefighter periods may be extended for no more than a total of six (6) months at the employer's discretion.

## **ARTICLE 20**

### **SECURED MAINTENANCE OF READILY AVAILABLE EQUIPMENT**

The Department agrees that a discussion topic for the Labor Management Partnership shall include the secured maintenance of a cache of equipment readily available to place an additional engine, truck, and medic unit in service.

## **ARTICLE 21**

### **REDUCED EXPOSURE TO DIESEL PARTICULATE MATTER**

The City of Alexandria shall continue to reduce exposure to diesel particulate matter by maintaining the direct source capture filter systems installed in-line with exhaust systems on staffed diesel powered apparatus, maintaining all existing diesel particulate filtration systems that are currently installed in fire department apparatus bays, installing direct source capture in-line exhaust filter systems on new diesel powered apparatus intended for staffed usage, and installing diesel particulate filtration systems in newly constructed apparatus bay space.

## **ARTICLE 22 DUAL ROLE MEDICS DETAILS**

Dual role medics may submit requests through the chain of command to the Deputy Chief of Operations to be detailed to a station or unit to allow time to obtain driver task books or obtain/maintain special operations task books. These requests may be granted based on the order in which the request was received and by seniority when multiple requests are received at the same time. The dual role medics may be detailed unless the move directly creates an overtime obligation.

## **ARTICLE 23 YARD WORK**

### Section A:

The City shall not require an employee to perform lawn/yard care work (*e.g.*, mowing, cutting, edging, and aerating grass; fertilizing yards, pruning plants, removing leaves).

The City shall not require an employee lift, move, or carry major appliances or heavy furniture.

The City shall not require an employee to relocate items from one fire station to another fire station, through the moving of boxes, bins, or containers containing those items.

### Section B:

The City shall not require an employee to wash or clean City-owned or City-leased exterior surfaces (*e.g.*, decks, patios, parking lots).

The City shall not require an employee to paint an interior or exterior wall or surface of a City-owned or City-leased facility.

### Section C:

Snow removal duties shall be limited to clearing worksite apparatus entrance/exit ramps and sidewalks. The City shall provide each fire station with functioning motorized snow blowers, snow shovels, ice melt, and spreaders. The City shall make every reasonable effort to remove snow from apparatus entrance/exit ramps utilizing snowplows. Snow removal from worksite parking lots shall be the City's responsibility.

## **ARTICLE 24 EQUAL EMPLOYMENT OPPORTUNITY**

### Section A

Pursuant to the Human Rights Code of the City of Alexandria, Virginia, the City has committed to provide equal employment. As part of its commitment to provide an employment environment free from discrimination, the City agrees that it prohibits discrimination against employees and applicants on the basis of race, color, sex, religion, ancestry, national origin,

marital status, familial status, age, sexual orientation, gender identity, transgender status, or disability. The City agrees to promote a program of equal employment opportunity. Any claimed violation of this section shall be filed in accordance with the state grievance procedure or through the Office of Human Rights or the Equal Employment Opportunity Commission.

#### Section B

The City further agrees that, pursuant to the collective bargaining ordinance, it prohibits discrimination against employees and applicants based on labor organization status. Any claimed violation of this section shall be filed pursuant to the collective bargaining ordinance and in accordance with the Labor Relations Administrator Rules.

#### Section C

IAFF Local 2141 is committed to supporting a work environment free of discrimination. Accordingly, it is the policy of IAFF Local 2141 to not discriminate against any bargaining unit employee or cause or attempt to cause the City to discriminate against any employee on the basis of race, color, sex, religion, ancestry, national origin, marital status, familial status, age, sexual orientation, gender identity, transgender status, political affiliation, labor organization status, or disability. The parties agree that the provisions of this Agreement shall be applied equally to employees without regard to the protected statuses listed in Sections A and B.

#### Section D

If the City needs to change any current policy or practice affecting the working conditions of the bargaining unit in order to comply with the provisions of the Americans with Disabilities Act or the Age Discrimination in Employment Act, the City will provide IAFF Local 2141 with reasonable advance notice of any change prior to its implementation. Such notification shall also be accompanied with information explaining the basis necessitating the change in current policy. The Parties agree that IAFF Local 2141 can request to bargain over the effects of any implementation that creates a more than *de minimis* change in working conditions but that the Parties shall not negotiate over proposals that are inconsistent with law.

### **ARTICLE 25 STATE OF EMERGENCY**

#### Section A: State of Emergency

During a State of Emergency, the City may need to adjust the employees' regular work schedule or make other reasonable adjustments to things covered in this Agreement. This may be done should the exigencies of operations, safety, or staffing warrant such changes. The City shall provide as much notice as possible to employees if such adjustment is to be implemented. If these adjustments need to proceed past seven (7) calendar days, the City shall notify Local 2141.

#### Section B: Recall To Duty/Responding To Emergencies

The Fire Chief or designee shall determine the time within which the unit members shall be required to report back to work. The factors to be considered when determining a return-to-work timeframe include, but are not limited to, location of employee's residence, childcare responsibilities, illness, and other conditions related to the employee's physical ability to safely

return to work.

Unless it is determined by the Fire Chief or designee that an active State of Emergency requires increased or specific personnel staffing, the City is required to provide employees who are required to report to work on a non-scheduled workday notice of the assignment at least 24 hours in advance.

## **ARTICLE 26 RELIEF**

At incidents that will extend beyond the end of a scheduled shift, the City will develop plans to relieve on-duty personnel in a safe and organized manner that does not adversely impact operations. The Department shall make a reasonable effort to provide transportation to employees where the employee is working beyond the end of their scheduled shift.

## **ARTICLE 27 SELF-CONTAINED BREATHING APPARATUS**

Self-Contained Breathing Apparatus (SCBA) and all purchases of or breathing air components shall be made based upon the most current applicable NFPA standards.

The City will replace the cylinder component prior to its 15-year life span and ensure the other components of the system are in good working order and are properly compatible with the new cylinders.

## **ARTICLE 28 PRIMARY INCIDENT REPORTS**

The Parties agree that, through labor-management partnership meetings, they will work jointly to establish a policy regarding the process for completing primary incident reports.

## **ARTICLE 29 VOLUNTARY DEMOTION**

Employees may request to voluntarily self-demote to a lower rank than that which they currently hold. Upon voluntary demotion, the employee will be placed on the new pay grade at the closest step of their present salary and must not exceed their present salary. If the employee's salary is greater than the maximum salary of the new pay grade, they will be placed at the maximum salary for the new pay grade.

Employees seeking a voluntary demotion shall provide the request in writing to the Fire Chief at least 14 calendar days before the desired effective date. The Department shall approve or deny

the request within seven (7) calendar days of receiving the request. If the Department denies the request, it must provide a written explanation as to why granting the request would hinder the Department's operations.

### **ARTICLE 30**

#### **ACCIDENT AND INJURY REVIEW BOARD**

When a vehicle accident, injury or property damage occurs involving bargaining unit employees, the Accident and Injury Review Board shall provide the employees an opportunity to appear before the Board and notify the employees of their opportunity to appear before the Board. Employees may appear before the Board in person, remotely, or in writing and may be represented at the Board by an IAFF Local 2141 representative who was not involved in, or a witness to, a vehicle accident, injury, or property damage.

Employees who are involved in or witness to a vehicle accident involving a Department vehicle, injury, or property damage shall provide a written statement to the Safety Officer or designee by the end of the shift day. Employees may request an extension if extenuating circumstances exist or if the incident occurs less than four hours before the end of the shift. The request shall be made through the chain of command to the Deputy Chief of Operations or the Deputy Chief of Health, Safety, and Risk Management for consideration. The Department will grant the request unless it can establish that the request will cause an undue hardship on the Department.

### **ARTICLE 31**

#### **CITY'S USE OF EMPLOYEE'S LIKENESS**

By January 1, 2024, the Department will develop a policy regarding its use of employee's likeness in City publications or on City media. Once developed, the policy will be discussed with IAFF Local 2141 as part of the Labor Management Partnership.

### **ARTICLE 32**

#### **LEAVE**

##### Section A: Annual Leave, Open Leave, Trade Time, Vacation Leave

The City will follow the Annual Leave and Trade Time policy as written in Standard Department Policy No. 1.2.01, dated November 15, 2017. There will be nine (9) 24-hour shift positions allocated daily for annual leave.

##### Section B: Sick Leave

The City will follow the Sick Leave policy as written in Standard Department Policy No. 1.2.02, dated June 12, 2019.

##### Section C: Family Medical Leave, Funeral Leave, Paid Parental Leave, Military Leave

The City will follow the Family Medical Leave Act as written in Administrative Regulation 6-18, dated April 10, 2019.

### **ARTICLE 33**

#### **ADAPTING TO TECHNOLOGICAL CHANGES**

When an identified change to the size or composition of the workforce is the result of a technological change or advancement that impacts workforce needs, the City shall comply with the “Reduction-in-Force” article. If employees are to use such technology to perform essential functions of their job, the City will also train employees on the new technology.

The City will provide reasonable notification to IAFF Local 2141 in advance of any technological changes which may reasonably result in a reduction-in-force or in a substantial change in the essential duties performed by bargaining unit employees.

### **ARTICLE 34**

#### **EMERGENCY TRAFFIC CONTROL SIGNALS**

In order to maintain the safety of fire department personnel responding to and returning from emergency calls for service, the City of Alexandria shall install and maintain an emergency traffic control signal at every active fire station that has an apparatus driveway which directly intersects with a public street. The installation of these signals will be completed by January 1, 2025.

The emergency traffic control signal will conform with mutually agreed upon standards.

If the City presents IAFF Local 2141 with valid reasons as to why such signals would not be appropriate for a particular station, the parties will negotiate possible exceptions.

### **ARTICLE 35**

#### **TRANSFERS AND DETAILS**

##### Section A: Transfers

Transfers shall be governed by the “Transfer of Personnel” standard operating procedure dated June 12, 2019. The Labor Management Partnership shall discuss a more detailed process governing the transfer of employees.

##### Section B: Details

The Labor Management Partnership shall discuss a process governing the detail of employees.

### **ARTICLE 36**

#### **FACILITIES**

1. The City agrees to furnish the items it determines are necessary for employees’ performance of duties or facilities now provided for all represented personnel, which are considered to be



essential for suitable living conditions. These items include, but are not limited to mattresses, microwaves, refrigerators, tables and chairs, washers and dryers, heating and air conditioning systems, and exhaust extraction systems. The City must meet and confer with Local 2141 on modifications of station sites and/or space utilization of station sites should such modifications impact working conditions.

2. All fire stations shall have heating, air conditioning, hot water, sanitary conditions and sanitation facilities.  
In the event that a fire station becomes infested with bed bugs or lice or contaminated by hazardous mold, the City will move swiftly to address the problem and limit future potential exposure for employees.
3. It is the City's responsibility to ensure all Fire Department facilities comply with applicable building code.
4. Upon request, the City will provide Local 2141 with a copy of the Capital Improvement Program (CIP) as it relates to Fire Department facilities, when the City Council has approved the CIP budget.
5. The City will provide employees with all necessary technology related to the essential performance of day-to-day operations.
6. The City shall maintain charging stations for radio batteries in a ready condition at all times.
7. The City will allow IAFF Local 2141 to place two IAFF Local 2141 window decals, which meet state requirements, on engines, ladder trucks, and transport units to which bargaining unit employees are assigned.
8. The City must provide each employee a personal locker of appropriate size in a climate-controlled area of the fire house, free from exposure of hazardous materials.
9. The City shall identify and make known areas within the fire station that are suitable for lactation. All new and renovated fire stations shall have at least one location suitable for lactation.
10. Personal lockers will not be entered by of the public unless reasonable notice is provided to the impacted employees. of the public shall not include any City employee, agent, or contractor or any law-enforcement official.
11. Electrification. If the City installs electric vehicle charging infrastructure at fire stations to transition the City vehicle fleet to electric vehicles as adopted in the alternative fuel policy and Environmental Action Plan 2040, then the City will meet with IAFF Local 2141 to discuss employees' use, and the location, of such infrastructure.
12. The Labor Management Partnership may study long-term issues related to design and planning of new stations and renovations to existing stations, including the feasibility and

cost of including extractors, private bedrooms, additional bathrooms, gender neutral bathrooms, computers, and parking spaces.

### **ARTICLE 37**

#### **PERSONAL PROTECTIVE EQUIPMENT**

The City will ensure that all personal protective equipment (PPE) complies with requirements set forth by law, regulation, and NFPA standards.

The Parties agree to establish a Personal Protective Equipment committee of both IAFF Local 2141 representatives and City representatives. The committee shall meet twice a year. If new PPE should be considered, then it should be brought to the attention of the committee for evaluation.

The City and IAFF Local 2141 agree to conduct joint studies of protective clothing for firefighting infection and bloodborne pathogen control, hazardous materials, eye and hearing protection, and other identifiable workplace hazards. The joint studies shall be conducted every three years.

### **ARTICLE 38**

#### **OVERTIME AND INVOLUNTARY HOLDOVERS**

##### Section A: Voluntary Overtime

The City will allow employees the following voluntary overtime rights:

1. The City will allow bargaining unit employees on shift to voluntarily work up to 48 consecutive hours.
2. The City will allow bargaining unit employees on shift to voluntarily work up to 60 consecutive hours in order to prevent the holdover of another employee.
3. Employees cannot drive an engine, truck, rescue, or medic unit after 48 consecutive hours on-duty.
4. The City will allow employees to voluntarily function as an ALS provider on a transport unit for up to 36 consecutive hours.
5. The City will allow employees to voluntarily function as an ALS provider on a suppression unit for up to 48 consecutive hours.
6. Non-operational work does not count towards consecutive hours worked limits.
7. Vacancies needing to be filled with overtime shall be filled starting at the highest rank then moving to the lower ranks (see appendix A).
  - i. EMS Captain
  - ii. Battalion Aide
  - iii. EMS Lieutenant
  - iv. Fire Boat Officer in Charge and Fire Boat Firefighter/crew employees
  - v. HazMat Officer and Tech Rescue Officer
  - vi. Officer
  - vii. Firefighter ALS

- viii. HazMat Firefighter and Tech Rescue Firefighter
- ix. Firefighter DOT
- x. Firefighter DOE
- xi. Attendant A
- xii. Attendant B
- xiii. Firefighter

Bargaining unit employees shall not be subject to mandatory overtime, also known as holdover, under any condition in order to fill a battalion chief or non-bargaining unit position. Example: a firefighter being held on mandatory overtime to allow another firefighter to act as a Lieutenant to allow a Captain to act as a battalion chief, would not be permissible.

8. Battalion chiefs may be offered overtime for bargaining unit positions only after all possibilities are exhausted to offer bargaining unit employees overtime to fill these positions first. Example: when attempting to fill an officer (Captain or Lieutenant) position with overtime, if there are no officers on the voluntary overtime pick-list, firefighters shall be offered the overtime position if they are qualified to act as an officer OR if there is an on-shift firefighter who can be detailed to act as an officer, and the overtime can be filled with another firefighter.
9. If there are no other possibilities to offer a Captain or Lieutenant overtime OR to allow a firefighter to act as an officer to fill the officer vacancy, the open position may be offered to battalion chiefs to work at the lower rank. Local 2141 shall not limit or restrict battalion chiefs from working in bargaining unit positions as long as there are no possible scenarios to offer the overtime to a bargaining unit employee.
10. When offering employees voluntary overtime, preference shall be given to employees who are available to work a full 24 hours overtime position.
11. Employees who reject voluntary overtime offers shall have the total number of hours offered to them added to their pick-list hours for the purpose of calculating pick-list position.
12. Employees who accept voluntary overtime and then cancel at any point after acceptance shall be rejected for the same number of voluntary overtime hours they choose to cancel. The City shall not require employees who cancel voluntary overtime to write memorandums, submit medical documentation, or subject them to questioning. Employees who cancel voluntary overtime shall not be charged any type of leave. The Parties agree to develop appropriate call out procedures for employee cancellation of voluntary overtime assignments.
13. Employees who sign up on the voluntary overtime pick-list shall be sorted in order starting with the employee who has worked the least amount of overtime hours in the past 90 days to employees with the most amount of overtime hours in the past 90 days. Overtime shall be offered starting at the top of the pick-list.
14. Employees shall have first right of refusal for overtime on their Kelly days.

#### Section B: Mandatory Overtime (Holdovers)

1. When the City requires mandatory overtime, employees shall be notified no later than 07:00 the date of the mandatory overtime. Employees who are on the mandatory overtime

- list for a specific day may leave the worksite at 07:00 or when given permission by a member of the Battalion Management Team staffing office at an earlier time.
2. Employees are not required to stay on the job or on call or return to a fire station/fire department facility if they had not been notified by the City before 07:00 that the employee must perform mandatory overtime.
  3. Employees who are not on the mandatory overtime list have no obligation to stay at the worksite after they are officially relieved from duty. Employees shall not be placed on the mandatory overtime list more than one out of five regularly scheduled work shifts.
  4. Once the mandatory overtime list has been exhausted, the staffing office will first choose holdovers based on the least amount of holdover hours for the employees eligible for mandatory overtime.
  5. Employees shall not be forced to work more than 36 hours of mandatory overtime in a 90-day period.
  6. Employees who are working traded time, on any type of leave, or rehired (even on their Kelly day) shall not be subject to mandatory overtime for the following day.
  7. An employee shall not be required to work more than 12 hours of mandatory holdover. However, an employee can volunteer to work a 24-hour mandatory overtime, and all hours shall count as holdover hours.
  8. Employees assigned to a 40-hour week (day-work) shall not be placed on the mandatory overtime list.
  9. The holdover list for the following year shall be created by October 1. No changes shall be made to the holdover list except in the following circumstances:
    - a. Two employees mutually request to switch days
    - b. An employee changes their shift or is newly assigned to shift work and must be added to the list.
    - c. An employee leaves shift work for day work and is removed from the list.
  10. If an employee is not able to work their mandatory overtime day, they shall submit a memo to the shift staffing chief for the day of the mandatory overtime explaining the reason for missing their mandatory overtime. Circumstances that would excuse an employee from their mandatory holdover shall include, but are not limited to: illness, childcare, travel, and other conditions making it physically impossible for the employee to safely return to work.
  11. If an employee's holdover conflicts with an obligation to teach for the department, assist with training, or attend a fire department-related class, the employee shall not be required to work mandatory overtime during that period. Employees should make every effort to give the staffing officer notice of the conflict and to limit conflicts.
  12. If an employee responds to 5 or more calls after 21:00, they shall be exempt from their mandatory overtime.

#### Appendix A:

##### Order for overtime opportunities:

1. EMS Captain
2. Battalion Aide
3. EMS Lieutenant
4. Fire Boat Officer in Charge and Fire Boat Firefighter/crew employees

5. HazMat Officer and Tech Rescue Officer
6. Officer
7. Firefighter ALS
8. HazMat Firefighter and Tech Rescue Firefighter
9. Firefighter DOT
10. Firefighter DOE
11. Attendant A
12. Attendant B
13. Firefighter

## **ARTICLE 39 MAINTENANCE OF RIGHTS**

### Section A: Maintenance of Management Rights

To the extent not inconsistent with this collective bargaining agreement, the City retains exclusive rights including, but not limited to, the rights:

- (1) To determine the type and scope of work to be performed by city employees, and the manner in which services are to be provided;
- (2) To direct the work of employees and determine the number of employees to perform any work or service;
- (3) To hire, promote, transfer, assign, retain, classify and schedule all employees and to suspend, demote, discharge, or take other disciplinary action against employees in accordance with applicable law and regulations;
- (4) To relieve employees from duties by layoff or other reduction-in-force due to lack of work, changed working conditions/requirements, budget limitations or for other reasons in the city's reasonable business judgment and not prohibited by law;
- (5) To introduce new, or different services, methods, equipment, or facilities;
- (6) To contract for, expand, reduce, sell, transfer, convey, eliminate or change in any way the operations of general government, as well as any department, office or part thereof;
- (7) To establish and change standards of behavior or performance, staffing levels, job qualifications and job descriptions;
- (8) To determine the kind, type, location and use of city-owned equipment or facilities, provided that the city does not require use or operation of unsafe equipment or the unsafe operation of equipment;
- (9) To maintain the efficiency and integrity of the operations entrusted to the city;
- (10) To do all things reasonable and necessary to carry out the mission of the city; and
- (11) To retain the ability and authority to continue to implement the current administrative regulation in the management of probationary employees.

Notwithstanding the provisions of this collective bargaining agreement, the city retains the right to take whatever actions may be necessary to carry out the city's mission during emergencies.

#### Section B: Maintenance of Employee Rights

During the term of this Agreement, and to the extent not inconsistent with this collective bargaining agreement, the following shall remain in effect if it directly impacts bargaining unit employees' wages, benefits, or terms of employment:

- a. Any Department General Order that was issued by the Fire Chief on or before June 1, 2022.
- b. Any Department Standard Operating Procedure regarding FES and ADMIN that was issued by the Fire Chief on or before June 1, 2022.
- c. Any Standard Department Policy (or the equivalent Lexipol document) that was issued by the Fire Chief on or before June 1, 2022.

#### Section C: Maintenance of Union Rights

If the City desires to change to any such Standard Department Policy (or the equivalent Lexipol document) that directly impacts working conditions of bargaining unit employees, the City shall serve Local 2141 with advanced notice of the proposed changes at least 14 days prior to any proposed implementation date for such changes. Upon request by Local 2141, the Parties shall bargain over mitigating the impact of implementation. Should Local 2141 fail to request to bargain over the change within 7 days, the City can implement the proposed change without bargaining over mitigation of its impact. Impact bargaining shall be limited to one bargaining session. If the parties reach impasse, the parties shall jointly request the assistance of a third-party to resolve the impasse, through mediation, fact-finding, or other mutually agreeable process.

The provisions of this section shall not apply to any change in procedure or operations that does not impact bargaining unit employees' wages, benefits, or terms of employment.

### **ARTICLE 40 APPARATUS DASH CAMERAS**

The City may review audio, video data or other electronic monitoring devices at any time. This review may be a part of an active internal investigation; in response to an incident, accident, complaint or other directly observed issue; for training purposes; to ensure proper operation of the device, or to ensure policy compliance. Further, it is understood that, for the safety of the employee, the City has active "look-in" capabilities on some vehicles. The Employer may use this technology to review active incidents as reported by the employee, calls, traffic conditions, or to carry out any other purpose set forth in this Article. If an employee is under investigation for an issue which they believe may reasonably lead to discipline, upon request of the employee and/or IAFF Local 2141, the City shall permit the employee and/or IAFF Local 2141 to review the audio data, video data, or other electronic monitoring data at an appropriate time in the process. The appropriate time in the process will be dependent on various factors, such as the nature, scope and confidentiality of the investigation.

## **ARTICLE 41 ACTING OFFICERS**

### **Section A:**

The City will follow the following procedures and guidelines for determining Acting Officers:

1. **When a Current Promotional List Exists**
  - a. Employees on the Lieutenant's promotional list may request an Acting Officer Task Book through their Battalion Chief. An employee will be deemed qualified to serve as an Acting Officer upon successful completion of the Task Book process.
  - b. Daily position vacancies for officers will be filled using the established workflow, which includes the use of qualified Acting Officers.
  - c. Once the Department is aware that an officer vacancy will exist for at least nine (9) consecutive shift days (long-term), the Department will contact qualified (completed task book, approved to fill the appropriate rank and possessing any certifications necessary for the assignment) employees on the applicable promotional list to solicit interest in filling the vacancy on a long-term basis. Employees who are offered the acting assignment may decline the offer without penalty.
  - d. Unless promoted, any employee detailed to an Acting Officer position will have the choice to return to their previous work assignment after the long-term Acting Officer assignment has concluded.
2. **Process In Absence of a Current Promotional Eligibility List**
  - a. Employees that were qualified Acting Officers from an expired promotional list will remain a qualified Acting Officers until the new promotional list is published.
  - b. When there is a need to add employees to the pool of 'acting officers,' interest will be solicited from personnel on the affected shift who meet the minimum qualifications of the position. The list of interested employees will be reviewed by the Operations Division and may include input from the employee's supervisors, as well as a review of their work history and qualifications.
  - c. Employees who are not selected shall be notified upon completion of the process.
  - d. An officer desiring to act in the next eligible higher rank must meet the job classification qualifications for that position and must have demonstrated competency in the skills necessary for the acting assignment. Employees must submit a memo with appropriate supporting documentation or certifications to the Deputy Chief of Operations, through the chain of command.
  - e. All requests from an officer to act at the next rank will be considered and the employee shall be notified within five (5) working shifts after receipt of the memo of the status of their request.
  - f. All requests to become an acting officer must be approved by the Fire Chief or their designee.
  - g. An employee may voluntarily withdrawal their Acting Officer qualification by submitting a memorandum to the Deputy Chief of Operations, through the chain of command, at least 14 days prior to the requested effective date. Daily position

vacancies for officers will be filled using the established workflow, which includes the use of qualified Acting Officers.

#### Section B: Time Limitations

The parties will continue discussions about methods of selection that are more transparent and setting reasonable time limitations for serving in an Acting Officer role.

## **ARTICLE 42 PROMOTIONS**

#### Section A: Eligibility

Eligibility for promotion will be determined for all bargaining unit employees based on experience, service, ability to perform at the higher rank, acquisition or maintenance of required certifications, and successful completion of all promotional examinations.

#### Section B: Notification

The promotional announcement shall be posted at all the Department's usual posting sites (including in each fire station and through employees' City-owned email addresses) for a period of not less than 30 nor more than 90 calendar days prior to the scheduled testing date.

The promotional announcement will include but shall not be limited to:

- Date, time and examination site.
- Minimum requirements for eligibility to take the examination.
- Source material from which the examination will be developed and suggested access to the material.
- Duration of time the eligibility list will be in effect. In no case will the eligibility list be in effect for less than six (6) months, unless exhausted, or more than thirty-six (36) months from date of issuance.
- Form of the testing process identifying each element of the process which must be achieved, and which will contribute to the total score of the candidate.

#### Section C: Appeal of Written Examination

It is the Department's policy to provide an opportunity for review and appeal by employees of adverse decisions concerning their eligibility for or appointment to promotional vacancies. This policy includes an employee's opportunity to:

- Review the answer key to written examinations.
- Review the written results of scored elements of the selection process.
- Contest the performance evaluation materials used in these promotional decisions.
- Reapply, retest, and be rescheduled each time a promotional examination is scheduled.

The Department shall make the written appeal process available to all employees no later than the date of the promotional examination.

#### Section D: Process for Appointment

Candidates will be appointed from the eligibility list established by the Department. The appointment process shall not include any additional testing element but shall be limited to interviews, reviews of past performance and/or a determination of physical ability to perform the job. Appointments shall be made by the Fire Chief. Promotion will be based on categories,



rather than ranked list. All appointments shall become effective the first day of the pay period following the completion of both Personnel Action Forms and the appropriate Preemployment Agreement with signatures of both the applicant and the appropriate appointing authority or designee.

Section E: Examination Dates

The Department will complete one exam for each rank (Lieutenant, Captain and Battalion Chief) by the end of Fiscal Year 2024.

Section F: Reasonable Accommodation

An employee may request a reasonable accommodation to sit for a promotional examination.

Section G: List Exhaustion

Upon exhaustion of the eligibility list, the Department may temporarily fill promotable vacancies in accordance with the "Acting Officers" article of this Agreement.

Section H: Labor-Management Partnership

The Partnership shall discuss the communications methods of the promotional announcement.

## **ARTICLE 43 INSURANCE**

Section A:

The City shall continue to provide group health insurance plans and plan options, optical plans and dental insurance plans for this bargaining unit that it provides for other City employees. The City shall provide members of the bargaining unit the same benefits access to Sick Leave bank, Paid Parental Leave, Family Medical Leave Act benefits, and Life and Accidental Death and Dismemberment Insurance as it provides to other City employees and Alexandria Fire Department employees outside of the bargaining unit.

Section B: Medical Insurance

The City shall continue to contribute eighty percent (80%) to the cost of the insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty percent (20%). Employees who make less than \$70,000.00 base pay per year shall be responsible for 15 percent (15%) of Health Care Coverage. The City will pay 85 percent (85%) of the health care coverage for employees making less than \$70,000.00 base pay annually.

The City may amend the structure of the health insurance plan(s) from time to time to allow for cost containment features aimed at keeping annual premiums (for employee and employer) to a manageable level. The City will provide IAFF Local 2141 with 60 days' notice prior to the effective date of any amendment to the structure of the plan; the City will provide notice to IAFF Local 2141 as soon as practicable if the amendment to the plan structure must be done in a period less than 60 days from when the need to amend arises. Employees will be informed in advance of each annual one-month Open Enrollment period of any changes so that they may

make informed choices. Employees are required to enroll through the employee self-service portal to participate in the insurance programs.

#### Section C: Health Savings Account

The City will provide health savings account access for employees electing to enroll in any high deductible plan program offered by the City. Employees may contribute up to the maximum allowable amount, as defined by the Internal Revenue Service. The Health Savings Account contribution amounts shall remain at the current level of \$1,200/family and \$600/individual.

#### Section D: Retiree Health Insurance Coverage

Retirees are allowed to make changes during the appropriate open enrollment period for their age group. As long as a full-time employee retires under a primary City-sponsored retirement plan, that employee may continue to participate in a city-sponsored health insurance plan as a retiree.

The City will pay a \$260.00 monthly stipend for retiree health cost for those retirees hired before July 1, 2008. The City agrees to study the affordability of any increase to the monthly stipend amount. Upon the completion of this study, the City will present the results to IAFF Local 2141.

The provisions of this section shall apply to employees who were actively employed with the City on the effective date of this Agreement.

#### Section E: Dental Insurance

The City will offer a Dental Maintenance Organization (DMO) dental insurance plan and a Preferred Provider Organization (PPO) dental insurance plan. The City may amend the structure of the dental plan(s) from time to time to allow for cost containment features aimed at keeping annual premiums (for employee and employer) to a manageable level. The City will provide IAFF Local 2141 with 60 days' notice prior to the effective date of any amendment to the structure of the plan; the City will provide notice to IAFF Local 2141 as soon as practicable if the amendment to the plan structure must be done in a period less than 60 days from when the need to amend arises. Employees will be informed in advance of each annual one-month Open Enrollment period of any changes so that they may make informed choices. Employees are required to enroll through the employee self-service portal to participate in the insurance programs.

#### Section F: Vision Insurance

The City will offer employees the option to participate in the City's vision insurance plan. The City may amend the structure of the vision insurance plan(s) from time to time to allow for cost containment features aimed at keeping annual premiums (for employee and employer) to a manageable level. The City will provide IAFF Local 2141 with 60 days' notice prior to the effective date of any amendment to the structure of the plan; the City will provide notice to IAFF Local 2141 as soon as practicable if the amendment to the plan structure must be done in a period less than 60 days from when the need to amend arises. Employees will be informed in advance of each annual one-month Open Enrollment period of any changes so that they may make informed choices. Employees are required to enroll through the employee self-service portal to participate in the insurance programs.

#### Section G: Flexible Spending Accounts

Employees may contribute up to the maximum allowable amount, as defined by the Internal Revenue Service, in a dependent care flexible spending account, Healthcare flexible spending account, and/or parking flexible spending account.

#### Section H: Life Insurance

The City will provide group term life insurance coverage at no cost to:

- a. Employees hired prior to July 1, 2009: Basic coverage equal to two (2) times annual base salary rounded to the next highest thousand up to \$500,000.
- b. Employees hired on or after July 1, 2009: Basic coverage equal to one (1) time annual base salary rounded to the next highest thousand up to \$500,000.
- c. Employees hired before July 1, 2009, are eligible for life insurance coverage upon retirement.
- d. The coverage begins the first of the month following 90 days of continuous service. Additionally, an employee can purchase supplemental life insurance in the amount of one (1) or two (2) times the employee's basic yearly earnings, but the total amount of basic and supplemental life insurance may not exceed \$750,000.

The City will continue to provide employees with the current Line of Duty Death benefit of \$200,000.00.

#### Section I: Health Care Committee

The Department of Human Resources will establish, within its Benefits Office, an Employee Benefits Committee for the purpose of maintaining high quality employee benefits, efficiently provided to City employees at a reasonable cost and to study benefit cost containment programs. The President of the IAFF Local 2141 or his/her designee will select no more than (total) two representatives who shall participate on the committee. The representatives will be knowledgeable about benefits best practices and benefits administration. Each representative will be required to have formal benefits training offered by the City.

The purpose and function of the Committee shall be to review existing employee benefits and their provisions and make findings and/or recommendations to the parties regarding cost containment measures.

The parties agree that during the term of the Agreement this Committee may review the following subjects as well as any other subjects the parties agree upon.

- a. Plan options
- b. Treatment limits
- c. Medical spending accounts
- d. Prescription drug plans
- e. Dental and orthodontic coverage

- f. Retiree benefits including prescription and vision coverage.
- g. New/different Health care providers
- h. Other Benefits as Presented

## **ARTICLE 44 SCHEDULING**

### Section A:

By July 30, 2025, employees assigned to a suppression/EMS shift shall be scheduled to work an average of fifty (50) hours per week.

Kelly Days - By July 30, 2025, and in order to achieve a scheduled 50-hour average workweek, employees shall be assigned “Kelly Days” in which the employee does not work. One Kelly Day will be taken, per employee, within each twenty-eight (28) calendar day cycle.

1. Kelly Days shall be selected based on seniority.
2. Kelly Days may not be scheduled by employees for consecutive workdays.

### Section B:

The City shall comply with the Fair Labor Standards Act (“FLSA”), 28 U.S.C. § 207(k), with respect to bargaining unit employees who work in a fire suppression position.

### Section C:

The City reserves the right to adjust employees’ annual and sick leave accrual rate and leave balances in relation to their average scheduled hours per week.

### Section D:

The City will conduct a new Fire Department recruit school within eight (8) weeks of graduation of the prior recruit school, with the goal of adding 20 new recruits to the Department every fiscal year. The City shall continue this pattern through the course of this agreement or until the Department reaches a 50-hour average work week with a minimum operations staff.

## **ARTICLE 45 STAFFING FACTORS, LEVELS, AND QUALIFICATIONS**

### Section A: Departmental Staffing Factor per Shift

Unless extenuating circumstances exist, the Department will staff operations with the staffing factors identified by the Office of Performance Accountability (OPA); however, all relief officers calculated by the staffing factor within the bargaining unit will be at the rank of lieutenant. It is the goal of both the City and IAFF Local 2141 that the Department will comply with NFPA 1710 guidelines, or any subsequent updated NFPA guidelines replacing the 1710 guidelines, regarding the staffing levels of the Fire Department.

## Section B: Levels of Staffing

### *1. Medic Transport Units*

Medic units shall be staffed with at least 1 Advanced Life Support (ALS) provider and 1 Basic Life Support (BLS) provider.

### *2. Ambulance Transport Units*

Ambulances shall be staffed with 2 BLS providers.

### *3. Engines*

Engines will be staffed with 1 officer, 1 driver, and 2 fire fighters. This provision does not prevent a Firefighter/Medic from being a holdover on an engine.

### *4. Trucks*

- a. Tiller Trucks will be staffed with 1 officer, 1 driver, 1 tiller, and 1 fire fighter. This provision does not prevent the Department from adding an ALS provider to Special Services.
- b. Straight Trucks and Towers will be staffed with 1 officer, 1 driver and 2 fire fighters. This provision does not prevent the Department from adding an ALS provider to Special Services.

### *5. Other Units, Operations, and Squads*

Local 2141 and the City will work to determine the appropriate staffing levels for Hazmat Operations, Inland Water Rescue, Marine Operations and Technical Rescue squads through the Labor Management Partnership.

## Section C: Qualification Maintenance

Employees qualified to ride in specialized positions must maintain their qualification. Failure to maintain qualifications as specified by that specialty group will result in a loss of privileges to count as minimum staffing in that riding position.

## **ARTICLE 46 UNIFORMS**

### Section A: Uniforms

1. The City is responsible for providing all necessary uniforms items (except socks and belts) and personal protective equipment (PPE) to employees.
2. Employees shall notify the Department if their uniform or PPE becomes unsafe, worn, or no longer meets the department's appearance standards.
3. In accordance with the law, the City shall make available uniform items that are sized and cut for women, pregnant employees, and employees with a disability that prevents them from wearing the standard uniform.
4. The City will allow employees to wear the Class D uniform (*i.e.*, work pants and

approved t-shirt without the button-up work shirt) for day-to-day activities during Red Flag weather conditions (as they relate to the wet-bulb-globe temperature (WGBT) heat index, not Fire Weather). Notwithstanding the previous sentence, the City may require employees to wear a Class A, B, or C uniform during these Red Flag weather conditions for events and activities such as school visits, formal events, meetings with senior managers or city officials, indoor training, etc.

5. Employees may request, and officers may authorize, employees to wear a lower job classification of uniform in the following situations:
  - a. Operational shift employees may wear a Class D uniform (approved t-shirt and station work pants) when reasonably justified such as while actively performing apparatus checkouts, station maintenance, physical training, while operating on incidents, and other duties in which the Class C uniform may become soiled or damaged.
  - b. Administrative employees may wear a Class C uniform (approved collared shirt and station work pants) when reasonably justified such as while engaged in administrative activities that are more physical than their typical office work. (i.e.: practical training, instruction, assisting with drills, etc.) They may wear a Class D uniform (approved t-shirt and station work pants) while actively performing apparatus checkouts, station maintenance, physical training, and other duties in which the Class C uniform may become soiled or damaged.
6. Employees shall be authorized to wear Department-issued job shirts (Department-issued sweatshirt and Department-issued outerwear) any time during their work shift when there is inclement weather (i.e. rain or cold weather). Employees are required to remove their job shirt or outerwear whenever they don protective clothing for use in an environment that is potentially immediately dangerous to life or health (IDLH).
7. Uniform shorts shall be authorized to be worn by shift personnel during warm weather months.
8. Employees are required to present themselves in a professional appearance anytime they are interacting with members of the public. The City may require all uniform items worn meet its appearance standards.
9. Employees are permitted to wear an International Association of Fire Fighters (IAFF), Virginia Professional Fire Fighters (VPFF), and/or Local 2141 pin on the Class A, B, or C uniform.
10. Employees are permitted to display one team patch on the right shoulder of the Class A blouse, Class B blouse, and Class C uniform.
11. The City will continue to provide employees with laundry facilities at each worksite to include washers, dryers and laundry soap for the purpose of laundering uniform items.

#### Section B: Station Footwear

Department-approved footwear must be worn in the living quarters for meetings, during shift briefings, and when visitors (non-shift personnel) are in the fire station.

An employee may wear closed toe shoes that have rubber soles and are completely black including the soles only in living quarters (bunk rooms), locker rooms, kitchens, hallways, office space, and day rooms that are out of the view of the public. When an employee is performing work in these areas that may expose an employee's foot to injury, the employee must wear department-approved footwear that is compliant with the Occupational Safety and Health Act and Occupational Safety and Health Administration regulations. The only exception is when an employee performs physical fitness activities.

#### Section C: Uniform Advisory Committee

A Uniform Advisory Committee may be formed in accordance with the Labor Management Partnership article.

The Committee will also set the guidance and rules as to the style of shorts, the warm weather months in which shorts may be worn, and the limitations on their use as they may not be appropriate for certain functions, events, and/or programs.

### **ARTICLE 47 HEALTH AND FITNESS-FOR-DUTY**

#### Section A: On-Duty Physical Fitness Periods

Bargaining unit employees will be provided with one-hour of time during the 24-hour shift for physical fitness activities. Employees will remain available for response to incidents during the physical fitness activities. Units shall not be placed out of service or delayed to facilitate physical fitness training.

#### Section B: Health Assistance Program

1. Counseling - The City shall provide counseling services to bargaining unit employees and their dependents under the City's EAP contract. The City will consult with IAFF Local 2141 to consider additional services for the program, such as peer support groups.
2. Hepatitis B Inoculation - At the bargaining unit employee's option, and at no cost to the bargaining unit employee, the City agrees to provide Hepatitis B inoculations to any bargaining unit employee whose medical plan does not provide such immunization without cost. Bargaining unit employees who have elected to receive Hepatitis B inoculations may request a follow up examination with the department health care provider to determine whether or not the inoculations were effective. Such follow up examination shall be conducted at no cost to the bargaining unit employee.

3. Personal Exposure Record - The Department agrees to continue to track bargaining unit employees' personal exposure reports and provide employees access to them.

#### Section C: Physical Examination Services

1. The City retains the right to modify the precise tests and the City contracted medical service providers described in this Section as long as the tests are directly relevant to unit employees' service in the Fire Department.
2. All bargaining unit employees shall be required to undergo an annual physical examination paid for by the City. Such examinations must meet the standards of NFPA 1582. The physical examinations shall include the same services that were offered to employees in FY2022. The City retains the right to modify the precise tests and the City contracted medical service providers described in this Section as long as the tests are directly relevant to bargaining unit employees' service in the Fire Department. If the contract for the physical examination services is put out for bid, the collective bargaining unit shall have one representative on the team responsible for selecting a vendor.
3. *Scheduling.* The City and IAFF Local 2141 agree that the practice for scheduling the physical examination required by Physical Examinations section shall be as follows:

Bargaining unit employees will be scheduled for their annual physical during each fiscal year period. At least one month prior to any portion of the physical examination, the City shall notify the bargaining unit employee, via email, of the date, time, and location of the examination. Bargaining unit employees will have one opportunity to take all portions of their physical on duty. If the employee is unable to make a portion of the physical examination, the employee will need to attend off duty. If the physical examination is to be completed off shift, the bargaining unit employee shall be compensated at the employee's regular rate of pay.

For the operational needs of the Department, the Department may reschedule any bargaining unit employee's physical exam at a time that is mutually agreeable as long as the notification standards are met.

#### Section D: Drug and Alcohol Testing

All drug and alcohol testing will be conducted in accordance with A.R. 6-30.

1. *Conflict with Other Laws:* This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or Local statutes.
2. *Confidentiality:* All information obtained in the course of examination, rehabilitation, and treatment of employees with chemical dependency problems shall be protected as confidential medical information. No data concerning this information or participating in any approved rehabilitation program will be made part of the bargaining unit employee's personnel file. Participating shall be solely and exclusively the determination of the health care provider of the approved rehabilitation program.



3. The City will review any requests for a reasonable accommodation by the employee under the Americans with Disability Act. Employees may submit these requests to the appropriate human resources official.

#### Section E: Fitness for Duty Testing Exams

Administrative Regulation 6-6 shall govern the periodic and fitness-for-duty medical examinations of bargaining unit employees as of May 1, 1985. The fitness-for-duty medical examination may require a functional capacity test and the Essential Function Job Analysis (EFJA). The employee's position will determine the standard for the functional exam. Fire Department Health Safety and Risk Management (HSRM) office shall make employees aware of which tests they may be required to take if their injury requires them to take a fitness-for-duty medical examination.

#### Section F: Injury and Illness Procedures

Administrative Regulation 6-27 shall govern the workers' compensation benefits to bargaining unit employees who are injured by accident or contract an occupational disease, if the injury or disease arises out of and in the course of their employment with the City of Alexandria.

#### Section G: Health and Safety Committee

The City and IAFF Local 2141 will establish a Health and Fitness for Duty committee with equal representatives appointed by the City and the IAFF Local 2141 President. Representatives shall be knowledgeable about employee health. The committee may consult subject matter experts from the Department's Health Safety and Risk Management (HSRM) office, the Department of Risk Management, and any other department that may have subject matter experts on items before this committee. The topics the Health and Fitness for Duty committee will study include the parameters of yearly physicals, counseling services, drug and alcohol testing, substance abuse prevention/support programs, and procedures for long term injury and illness reporting and return to work; the topics of the committee will not include discipline, in any manner, or any nexus between discipline and employee health or fitness-for-duty.

## **ARTICLE 48 TRAININGS**

"Mandatory Trainings" are trainings required for an individual employee, or the Department as a whole, to earn or maintain the necessary credentials to safely perform essential emergency or prevention services, or the prerequisite work that maintains the Department's readiness for response.

Except in the case of an emergency, any mandatory training scheduled by the City shall be on the "Telestaff" (or equivalent scheduling software) schedule before the end of the prior shift day; the City will make every effort to provide employees with as much advance notice as possible. The City may conduct unscheduled make-up training sessions to ensure that those employees who may have missed training due to leave, details, etc. are provided with training integral to their ability to deliver service in a safe manner.

In the event a mandatory training session requires employees to attend during their scheduled off-duty period (*i.e.*, no make-up training session is available), the City shall provide written reasonable notice to the employee of the mandatory training. Employees shall be compensated at the appropriate rate of pay if required to attend that mandatory training session scheduled during their scheduled off-duty period.

## **ARTICLE 49 DEPUTY FIRE MARSHAL**

The Deputy Fire Marshal (DFM) I, II, and III positions are positions within the fire and emergency medical services employees' bargaining unit.

### Section A: Career Pathways

The Department will study options to open career pathways for DFMs to hold other bargaining unit positions and for employees in those other bargaining unit positions to become DFMs; this includes studying legal certifications and training necessary for a DFM to hold a firefighter/paramedic position. A focus group to study these options will be established in accordance with the Labor Management Partnership article.

### Section B: Working Equipment & Safety

1. All DFMs shall be provided with a vehicle for use while on-duty. The Labor Management Partnership shall study whether DFMs be permitted to take a take-home vehicle if the frequency of such call-backs justifies this benefit.
2. All DFMs shall be provided an office space which conforms to the City Space Use Guidelines (2015) outlined for investigative purposes while performing investigative functions. The department will consider the office and storage needs for DFMs as future facility are planned for the department.
3. All DFMs shall be provided with necessary personal protective equipment (PPE).

### Section C: On-Call Coverage Plan

Full-time DFMs shall be included in a rotational on-call schedule. The on-call fire marshal shall remain available and respond to callback for emergency incidents as required and attend special events or other non-emergency functions as directed.

Employees may trade on-call duty period with other employees of the on-call rotation. DFMs will be paid standby and call-back pay in accordance with the Premium Pay article.

## **ARTICLE 50 UNION SECURITY**

### Section A: New Employee Orientation

IAFF Local 2141 will be allowed representatives at all Department employee orientations where new bargaining unit employees will be attending. IAFF Local 2141's representatives shall be allowed a maximum of thirty (30) minutes to make a presentation and answer questions from

bargaining unit employees in classifications represented by IAFF Local 2141. The presentation shall occur within 30 days prior to the recruit school graduation. IAFF Local 2141 may present packets to represented employees at the orientation. The City will notify Local 2141 at least thirty (30) days in advance of such orientation sessions.

#### Section B: List of Bargaining Unit Employees

Following the graduation of a recruit class, the City shall provide a report with the following information (to the extent that the information is in the City's possession): a written statement of each bargaining unit employee's name and job title or classification. Upon request by IAFF Local 2141, the City will provide IAFF Local 2141 with other employee information that the employee specifically authorizes, in writing, to be disclosed to IAFF Local 2141.

#### Section C: Reopener Clause

In the event union security or agency fee agreements become lawful in Virginia the parties agree to reopen this agreement for the sole purpose of negotiating such a provision.

#### Section D: Release of Information

Upon request, the City shall provide IAFF Local 2141, within a reasonable period of time, reasonable information, statistics, and records reasonably related to the City's performance of its functions in negotiating, administering, and enforcing this collective bargaining agreement; provided, such information is not restricted by law or is not confidential.

#### Section E: Union President

The Union President and one other employee shall be granted administrative leave with pay, in accordance with Section I, as may be required for the purpose of discharging the official representational duties of the Union. If granting such administrative leave would cause the City to violate a provision of the Overtime article, the City shall deny the request; however, if the event that administrative leave was requested for is within the control of the City, the City shall reschedule the event for a time when administrative leave can be granted.

#### Section F: Union Conference and Seminar Official Time

IAFF Local 2141 shall have a Conference and Seminar Official Time Bank of (480) hours applicable to all representatives of Local 2141. This also shall be without loss of pay or leave. All requests for Conference and Seminar Official Time pursuant with this section are subject to approval of the Fire Chief and shall not be unreasonably withheld. IAFF Local 2141 will attempt to provide the requests thirty 30 days in advance.

#### Section G: Union Business Official Time

IAFF Local 2141 shall have an additional Union Business Official Time Bank of (1,200) hours. This also shall be without loss of pay or leave. All requests for union business official time pursuant to this section are subject to the approval of the Fire Chief and shall not be unreasonably withheld. IAFF Local 2141 will attempt to provide forty-eight (48) hours in advance.

#### Section H: Official Time for Negotiations

Employees who, upon the request of IAFF Local 2141, are excused from their regular assignment for the purpose of participating in negotiation sessions with representatives of the City shall suffer no loss of pay or leave.

#### Section I: Official Time Form

Requests for, and use of, official time shall be made on the “Official Time Report” and the requests shall not be unreasonably denied. DHR will develop the Official Time Report, which will be used to account for official time use.

### **ARTICLE 51 CONTRACTING OUT**

The City retains the right to contract for the Department’s operations. The City will provide the Union with at least 90 calendar days’ notice that it is considering the possibility of contracting out, or reassigning, any work traditionally performed by the bargaining unit. When the need to contract out or reassign work provides less than 90 calendar days, the City will provide notice to IAFF Local 2141 as soon as practicable.

### **ARTICLE 52 WAGES**

#### Section A: Fiscal Year 2024

**Pay Scale.** The City will replace the former pay scale applicable for bargaining unit employees and adopt pay scale(s) that lists each rank/classification within the bargaining unit.

#### **Pay Increase.**

Effective the first day of the first full pay period commencing on or after July 1, 2023, the July 1, 2022 pay scale for the fire and emergency medical services employees’ bargaining unit shall be increased 2.0% in accordance with past methods of increasing salary schedules.

#### **Market Adjustments.**

Effective the first day of the first full pay period commencing on or after July 1, 2023, the City will reclassify (also known as “reallocate”) the Firefighter I position to the next higher grade. As a result, the Firefighter I position will be a Grade 11 position effective the first day of the first full pay period commencing on or after July 1, 2023. The reclassification/reallocation of the Firefighter I position is a five percent (5%) increase.

Effective the first day of the first full pay period commencing on or after July 1, 2023, the City will reclassify (also known as “reallocate”) the Firefighter II position to the next higher grade. As a result, the Firefighter II position will be a Grade 12 position effective the first day of the first full pay period commencing on or after July 1, 2023. The reclassification/reallocation of the Firefighter II position is a five percent (5%) increase.

Effective the first day of the first full pay period commencing on or after July 1, 2023, the City will reclassify (also known as “reallocate”) the Firefighter III position to the next higher grade. As a result, the Firefighter III position will be a Grade 13 position effective the first day of the first full pay period commencing on or after July 1, 2023. The reclassification/reallocation of the Firefighter III position is a five percent (5%) increase.

Effective the first day of the first full pay period commencing on or after July 1, 2023, the City will reclassify (also known as “reallocate”) the Firefighter IV position to the next higher grade. As a result, the Firefighter IV position will be a Grade 14 position effective the first day of the first full pay period commencing on or after July 1, 2023. The reclassification/reallocation of the Firefighter IV position is a five percent (5%) increase.

Effective the first day of the first full pay period commencing on or after July 1, 2023, the City will reclassify (also known as “reallocate”) the Fire Lieutenant (VRS) position to the next higher grade. As a result, the Fire Lieutenant (VRS) position will be a Grade 17 position effective the first day of the first full pay period commencing on or after July 1, 2023. The reclassification/reallocation of the Fire Lieutenant (VRS) position is a five percent (5%) increase.

Effective the first day of the first full pay period commencing on or after July 1, 2023, the City will reclassify (also known as “reallocate”) the Fire Lieutenant Fire & Police (F&P) position by two higher grades. As a result, the Fire Lieutenant (F&P) position will be a Grade 17 position effective the first day of the first full pay period commencing on or after July 1, 2023. The reclassification/reallocation of the Fire Lieutenant (F&P) position is a ten percent (10%) increase.

Effective the first day of the first full pay period commencing on or after July 1, 2023, the City will reclassify (also known as “reallocate”) the EMS Lieutenant position by two higher grades. As a result, the EMS Lieutenant position will be a Grade 17 position effective the first day of the first full pay period commencing on or after July 1, 2023. The reclassification/reallocation of the EMS Lieutenant (F&P) position is a ten percent (10%) increase.

Effective the first day of the first full pay period commencing on or after July 1, 2023, the City will reclassify (also known as “reallocate”) the EMS Lieutenant position by two higher grades. As a result, the EMS Lieutenant position will be a Grade 17 position effective the first day of the first full pay period commencing on or after July 1, 2023. The reclassification/reallocation of the EMS Lieutenant (VRS) position is a ten percent (10%) increase.

Effective the first day of the first full pay period commencing on or after July 1, 2023, the City will reclassify (also known as “reallocate”) the Fire Captain position by two higher grades. As a result, the Fire Captain position will be a Grade 19 position effective the first day of the first full pay period commencing on or after July 1, 2023. The reclassification/reallocation of the Fire Captain position is a ten percent (10%) increase.

Effective the first day of the first full pay period commencing on or after July 1, 2023, the City will reclassify (also known as “reallocate”) the EMS Captain position by two higher grades. As a result, the EMS Captain position will be a Grade 19 position effective the first day of the first

full pay period commencing on or after July 1, 2023. The reclassification/reallocation of the EMS Captain position is a ten percent (10%) increase.

#### Merit Increase.

Effective the first day of the first full pay period commencing on or after July 1, 2023, the City will pay an employee a merit increase associated with pay scale step movement. Employees earn a 5% merit increase for each step between Step 0 through Step 4. Employees earn a 3.50% merit increase for each step between Steps 5 through Step 9. Employees earn a 2.30% merit increase for each step between Step 10 through Step 18. An employee is ineligible for a merit increase as a result of not meeting performance expectations.

#### Section B: Fiscal Year 2025

##### Pay Increase.

Effective the first day of the first full pay period commencing on or after July 1, 2024, the simplified pay scale for the fire and emergency medical services employees' bargaining unit shall be increased 2.0% in accordance with past methods of increasing salary schedules.

If the Consumer Price Index-All Urban Consumers ("CPI-U"), all items, not seasonally adjusted, for the Washington-Arlington-Alexandria area, for September 2023, as reported by the United States Department of Labor Bureau of Labor Statistics reflects a year over year increase of greater than two-and-a-half percent (2.5%), compared to September 2022, then IAFF Local 2141 shall have the option of re-opening bargaining over the percentage increase by which the negotiated pay scale shall be increased in Fiscal Year 2025.

#### Merit Increase.

Effective the first day of the first full pay period commencing on or after July 1, 2024, the City will pay an employee a merit increase associated with pay scale step movement. Employees earn a 5% merit increase for each step between Step 0 through Step 4. Employees earn a 3.50% merit increase for each step between Steps 5 through Step 9. Employees earn a 2.30% merit increase for each step between Step 10 through Step 18. An employee is ineligible for a merit increase as a result of not meeting performance expectations.

#### Section C: Fiscal Year 2026

##### Pay Increase.

Effective the first day of the first full pay period commencing on or after July 1, 2025, the pay scale for the fire and emergency medical services employees' bargaining unit shall be increased 2.0% in accordance with past methods of increasing salary schedules.

If the Consumer Price Index-All Urban Consumers ("CPI-U"), all items, not seasonally adjusted, for the Washington-Arlington-Alexandria area, for September 2024, as reported by the United States Department of Labor Bureau of Labor Statistics reflects a year over year increase of greater than two-and-a-half percent (2.5%), compared to September 2023, then IAFF Local 2141 shall have the option of re-opening bargaining over the percentage increase by which the negotiated pay scale shall be increased in Fiscal Year 2026.

Merit Increase.

Effective the first day of the first full pay period commencing on or after July 1, 2025, the City will pay an employee a merit increase associated with pay scale step movement. Employees earn a 5% merit increase for each step between Step 0 through Step 4. Employees earn a 3.50% merit increase for each step between Steps 5 through Step 9. Employees earn a 2.30% merit increase for each step between Step 10 through Step 18. An employee is ineligible for a merit increase as a result of not meeting performance expectations.

Increase in Hourly Rate: By July 30, 2025, employees assigned to a suppression/EMS shift shall be scheduled to work an average of fifty (50) hours per week.

Section D: Applicability

The pay scale for the fire and emergency medical services employees' bargaining unit applies only to bargaining unit employees who are actively employed by the City.

Section E: Wage Committee

The Parties agree to establish a committee by July 1, 2023, that studies the feasibility of the following:

1. Reduction of the current pay scale with 19 steps to a lower number of steps to be put into effect during this Agreement's term, with a goal of July 1, 2025.
2. Possible market adjustments for the Deputy Fire Marshals and Medics IV.
3. Specialty pay or premium pay issues, including but not limited to: hazard pay, officer specialty pay (involving specialty certifications), acting officers pay, drivers pay, riding pay, education pay, and recruit school instructors' stipend.

Once all the items listed above are deemed feasible or not feasible, the parties agree to engage in negotiations during the contract period over the items deemed feasible.

## **ARTICLE 53 RETIREMENT**

The City shall continue to provide employees with the option to participate in the City's general supplemental retirement plans and the police and fire retirement plans, based upon their eligibility and upon eligibility standards that existed on the effective date of this agreement.

The Parties agree to establish a committee to study the feasibility and fiscal impact of:

- (1) A deferred retirement option program, commonly known as "DROP," in which employees who have completed 25 years of credited service are allowed to retire and continue working for the City for an additional three years while their retirement benefits are credited to a deferred account; and
- (2) A revenue-neutral retirement program that would allow bargaining unit employees to retire after 20 years of uniformed service with the City.

IAFF Local 2141 shall appoint its representatives to the committee, which may also consist of representatives from any other employee organization certified and recognized as an exclusive representative of a bargaining unit.

## **ARTICLE 54 PREMIUM PAY**

### Section A: Court Appearances

Employees required to appear in court off-duty periods, and as a witness on behalf of the City in any matter arising out of their service as City employees, will be guaranteed a minimum payment equal to two (2) hours at their regularly hour rate. They will be paid at applicable overtime rates or the minimum guaranteed straight-time payment, whichever is greater.

### Section B: Compensatory Leave

This CBA adopts the City and Department policies on compensatory time. The City and IAFF Local 2141 shall negotiate any changes to the compensatory time policies that impact bargaining unit employees.

### Section C: Call-Back Pay

Sworn employees in Paramedic and Public Safety classifications employed by the Fire Department shall be entitled to receive a minimum of four (4) hours overtime pay or pay for the actual hours worked, whichever is greater, whenever they are called back to work after leaving their scheduled place of work. Employees recalled to work less than four (4) hours before the start of their regular scheduled shift shall be compensated at the appropriate rate only for that number of whole hours worked before the start of the shift.

All other bargaining unit employees shall be entitled to receive a minimum of four (4) hours pay at straight time, or time and one-half pay for the actual hours worked, whichever is greater, when required to return to work after leaving their scheduled place of work.

There shall be no pyramiding of rates and pay for the actual hours worked shall govern after the first call-back within a twenty-four (24) hour period.

### Section D: Acting Officer Pay

Employees who are temporarily transferred to a position in a higher pay grade shall be paid transfer pay at the lowest step of the higher pay grade or at a rate which provides approximately a one-step increase above their regular rate, whichever is greater, for all such hours worked, and provided the employee is on the promotional eligibility list for the position he/she fills on a temporary basis.

### Section E: Standby Pay

- a. Employees who are assigned to a standby (on-call) status by the Fire Chief and required to be available for specific periods of time will receive payments as outlined below.
  - i. For an entire period, Monday through Friday four hours pay at the regular rate.



- ii. For each Saturday, Sunday or recognized full day holiday four hours pay at the regular rate.
  - iii. For each half-day holiday two hours pay at the regular rate.
- b. All stand-by hours are at straight-time rates. To be eligible for stand-by pay, employees must be designated, be available for work, and they must respond to the call.

#### Section F: Language Pay

Any bargaining unit employee demonstrating proficiency to interpret conversations in American Sign Language, or any foreign language as determined at the City Manager's discretion, shall be eligible to receive \$1,000 annually. In order to receive such compensation, the employee must demonstrate proficiency, in a means agreed to by the Office of the Fire Chief and IAFF Local 2141, and must agree to provide interpretation services while on duty to the extent this is practical given the employee's assignment and workload, and as approved or directed by the employee's supervisor.

#### Section G: Education Pay

The City agrees to continue implementation of A.R. 6-16 (Employee Educational Tuition Assistance Program). The City may amend A.R. 6-16 to allow for cost containment features aimed at keeping City expenditures to a manageable level. The City will present any change(s) to IAFF Local 2141 prior to implementation. Employees will be informed in advance of any changes so that they may make informed choices.

#### Section H: Compensation for Off-duty Work

The City shall pay employees, in accordance with the Fair Labor Standards Act and the City's overtime and compensatory time policies, for any work that they are asked to perform during their off-duty time.

#### Section I: Holidays

1. The compensated holidays are subject to City Council's approval in the applicable approved budget. These holidays shall be observed on the day designated by the City Manager.
2. All employees who are on shift work will receive holiday pay bonus in the following amounts:
  - a. Firefighters working a regularly scheduled average of 56 hours in a work week (excluding overtime) will earn 11.2 hours of holiday bonus pay, paid at their regular rate.
  - b. Medics working a regularly scheduled average of 42 hours in a work week (excluding overtime) will earn 8.4 hours of holiday bonus pay, paid at their regular rate.
  - c. Fire Marshals working a regularly scheduled average of 80.5 hours in a pay period (excluding overtime) will earn 8.2 hours of holiday bonus pay, paid at their regular rate
3. All employees scheduled to a 40-hour work week will receive 8 hours of holiday pay
4. In order to be eligible for holiday pay, an employee must be in a paid status for the entire last scheduled working day before and the entire first scheduled working day after a holiday. Only the hours actually worked will be counted towards overtime computations.

5. The holiday premium provided for in this Article shall not be applied to increase any applicable shift differential.

## **ARTICLE 55**

### **REDUCTION-IN-FORCE**

#### Section A: Policy

1. The City of Alexandria will implement a Reduction-in-Force (RIF) only when such action is required by an identified service reduction. A service reduction may be the result of:
  - a. A policy decision by the City Council or City Manager,
  - b. A change in a work program or service within a department,
  - c. A technological change or advancement that impacts work force needs, or
  - d. A funding shortfall.
2. A Reduction-in-Force is to be accomplished in a way which will reduce adverse effects on employees to the greatest extent, which is reasonable under the circumstances, and in a manner consistent with the City's values.
3. Bargaining unit employees are covered by this procedure.

#### Section B: Procedure

Except in the case of an emergency, the following procedures will be followed:

1. Upon receipt of the determination by the City Manager to implement the Reduction-in-Force, the Human Resources Director will place on hold current advertising and selection for positions or job classes indicated in the RIF order.
2. The Human Resources Director will issue a written separation notice to employees affected by a RIF as soon as practicable upon receipt of the RIF order but at least thirty (30) days prior to separation.
3. Once the City determines which job classifications will be reduced, job classification seniority shall be a determining factor in the selection process, if all else is equal.
4. The Director shall notify IAFF Local 2141 of the employees affected by the RIF; the notice to IAFF Local 2141 shall be given at least 30 days prior to the employees' separation. IAFF Local 2141 may request, no later than 20 days prior to the employees' separation, to meet with City officials to discuss ways which will reduce adverse effects on these employees to the greatest extent which is reasonable under the circumstances.
5. Human Resources staff must assist employees subject to a RIF to apply for positions which are vacant and approved for hire by the Office of Management and Budget. The ability of the employee to perform the work assignment will be assessed in the application process.
6. The separation of employees will be initiated, if necessary, to complete the RIF.
7. Separated employees will be placed on the Recall List by job classification and seniority for a one-year period.
8. Employees separated under a RIF, including those who elect to retire, must be paid accumulated annual leave and compensatory time, and severance pay and accumulated sick leave based on the years of service as defined in the table below:

<b>COMPLETED YEARS OF SERVICE</b>	<b>PERCENTAGE OF SICK LEAVE PAYOUT</b>	<b>WEEKS OF SEVERANCE PAY</b>
0 to 5	5%	2 weeks pay
6 to 10	10%	3 weeks pay
11 to 15	15%	4 weeks pay
16 to 19	20%	5 weeks pay
20 or more	25%	6 weeks pay

9. Vacant positions will be filled first by employees on the recall list and be based on those employees' possession of the requisite qualifications to perform the duties of the vacant position and then by those employees' seniority during the recall period. The City may conduct a cursory interview with an employee prior to recall; the parties shall work together and outline the parameters and intent of such interviews.
  - a. A recalled employee must possess the necessary skills and experience to perform the duties of the vacancy and be interviewed prior to being recalled.
  - b. Any employee separated and placed on a Recall List will be responsible for notifying the City Human Resources Department of any change in address or telephone number.
  - c. Employees on a recall list will be notified to return to work by registered mail.
  - d. Any employee who fails to respond to a recall opportunity within ten working days following receipt of notification will forfeit recall rights.
  - e. An employee who is recalled will be removed from the recall list.
  - f. Separated employees who are recalled must be restored to regular employment at the same annual salary that was in place at the time of separation and will be subjected to a new one-year probationary period.
  - g. All employees who are recalled are subject to AR 6-18, Attendance and Leave.
10. Separated employees who seek a City position in a classification other than the class previously employed will be given priority consideration provided they apply and are qualified. Reemployed employees are:
  - a. Provided an annual salary in accordance with AR 6-13, Eligibility and Determination of Pay Adjustments.
  - b. Subject to a new one-year probationary period.
  - c. All employees who are recalled are subject to AR 6-18, Attendance and Leave.

#### Section C: Unemployment Compensation

Employees who are subject to a reduction-in-force in accordance with this Article and under Administrative Regulation 6:22 shall be entitled to unemployment compensation as provided by the Code of Virginia.

#### Section D: Appeal

Any employee who believes that the City did not follow the prescribed RIF process as specified in this Article or Administrative Regulation 6-22 shall have access to an administrative hearing with the Director of Human Resources. A RIF implemented under this Article and/or

Administrative Regulation 6-22 is not grievable under this Agreement or AR 6-21, Grievance Procedures.

## **ARTICLE 56**

### **DURATION**

Pursuant to Section 2-5-78 of the collective bargaining ordinance, the terms of this Agreement shall be effective July 1, 2023, and shall remain in full force and effect until the 30th day of June 2026.

Pursuant to Section 2-5-68 of the collective bargaining ordinance, this agreement shall remain in effect until superseded by a new agreement, subject to appropriation of funds by City Council.

On this 24th day of January 2023, as witness the Parties hereto have set their signature.

**FOR THE CITY OF ALEXANDRIA**

**FOR THE IAFF LOCAL 2141**

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Corey Smedley, Fire Chief  
Alexandria Fire Department

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Joshua Turner, Captain  
President

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Yon Lambert, Deputy City Manager  
City Manager's Office

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Megan Ellzy, Captain  
IAFF Local 2141 Bargaining Committee

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Kevin M. Stokes, Chief Labor Relations Officer  
City Manager's Office

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John Silverwood, Captain  
IAFF Local 2141 Bargaining Committee

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Chris Thompson, Chief of Staff  
Alexandria Fire Department

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Steven Smith, Lieutenant  
IAFF Local 2141 Bargaining Committee

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Meghan S. Roberts, Esq., Deputy City Attorney  
City Attorney's Office

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Alexander Lee, Fire Medic  
IAFF Local 2141 Bargaining Committee

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Christina Hamilton, Esq., Assistant City Attorney  
City Attorney's Office

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Haitham Hammad, Fire Medic  
IAFF Local 2141 Bargaining Committee

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Tiffany Joy, HR Manager I – Recruiter  
Alexandria Fire Department

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Michael Faber, Captain  
IAFF Local 2141 Bargaining Committee

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Paul Ruwe, Deputy Fire Chief  
Alexandria Fire Department

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Jeremy McClayton  
IAFF Local 2141 Bargaining Committee

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Michael Cross, Assistant Fire Chief  
Alexandria Fire Department

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Reid Coploff, Esq., Counsel  
Counsel

## **APPROVAL**

This collective bargaining agreement between the City of Alexandria, Virginia and the International Association of Fire Fighters, Local 2141, dated January 24, 2023, has been reviewed in accordance in Alexandria City Code Sec. 2-5-77(a)(4)(a), and is hereby approved on this 24th day of January 2023.

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James F. Parajon, City Manager