COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF ALEXANDRIA, VIRGINIA

AND THE

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 2141

EFFECTIVE FROM
JULY 1, 2026 through JUNE 30, 2029

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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 fo11owing 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
1. 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 sha11 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

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 Union representative for exercising rights under this Article.

B. The term “dispute" means any complaint by any bargaining unit employee or Union concerning:

1. A claim of breach of a collectively bargained agreement.
2. Any claimed violation, misinterpretation, or misapplication of any law, rule, regulation, or written policy affecting conditions of employment of bargaining unit employees.

When filing a dispute, the filing party shall include at least the following information:

1. A statement of facts;
2. A statement of what sections of the contract, law, rule, regulation, or policy that the City violated; and
3. The remedy sought.

This dispute resolution procedure is separate and distinct from the City’s administrative grievance procedure, described in A.R. 6-21, which was not negotiated with the Union. 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[1], the employee must elect to file their claim under either the City’s administrative 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.

C. Disputes which may arise, under this Agreement, shall be settled in the following manner:

1. Disputes filed by the Union shall be submitted to the Fire Chief. Disputes initiated by the Union shall be filed, in writing, within 30 days of the Union learning of the facts giving rise to the dispute. The dispute shall be filed electronically to the Fire Chief. The Fire Chief shall attempt to resolve, modify, or uphold the dispute at that time and shall render a written decision within 15 days.
3. The Union may submit the dispute to arbitration if the dispute is not settled after meeting with the Fire Chief and does not challenge discipline. Only the Union can submit a dispute to arbitration.
4. The Union submitting the dispute for resolution by an arbitrator must notify the City, in writing, of the Union’s intent to submit it and must do so within 15 days of the Fire Chief’s decision. Notice of the City’s intent shall be in writing and submitted to the Chief Labor Relations Officer.
5. If the Union invokes arbitration, the parties shall jointly request a panel of seven arbitrators from the Federal Mediation and Conciliation Service, the American Arbitration Association,

[1] Va. Code 15.2-1507(A)(1). Definition of grievance. A grievance shall be a complaint or dispute by an employee relating to his employment, including (i) disciplinary actions, including dismissals, disciplinary demotions, and suspensions, provided that dismissals shall be grievable whenever resulting from formal discipline or unsatisfactory job performance; (ii) the application of personnel policies, procedures, rules, and regulations, including the application of policies involving matters referred to in clause (iii) of subdivision 2; (iii) discrimination on the basis of race, color, creed, religion, political affiliation, age, disability, national origin, sex, marital status, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, or military status; and (iv) acts of retaliation as the result of the use of or participation in the grievance procedure or because the employee has complied with any law of the United States or of the Commonwealth, has reported any violation of such law to a governmental authority, has sought any change in law before the Congress of the United States or the General Assembly, or has reported an incidence of fraud, abuse, or gross mismanagement. For the purposes of clause (iv), there shall be a rebuttable presumption that increasing the penalty that is the subject of the grievance at any level of the grievance shall be an act of retaliation.

or other service as mutually agreed by the Union and the City. The Union and City shall, within 15 days of receipt of the panel, make a selection of an arbitrator. In the event the Union and the City cannot agree on an arbitrator, the Union and the City shall select an arbitrator through strikes with each side striking one name on the list until just one name remains. The Union and City shall alternate who makes the first strike from the arbitrator panel.

6. The Union and City shall make every effort to schedule arbitration of the matter as expeditiously as possible. The Union and the City will provide witness and exhibit lists to each other at least 5 business days prior to a scheduled arbitration hearing.
7. 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.

8. The City, the Union, and any bargaining unit employees filing disputes must adhere to the negotiated timeline. Failure of the grieving party to meet the timeline in the above procedures shall result in the withdrawal of the grievance or 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.
9. The City must raise any procedural and/or arbitrability defenses in its first response to the dispute. However, the City's obligation to raise such defenses shall not apply if the City Attorney and/or designee has not been provided a copy of the dispute at the time of the filing. Any such defenses not raised in the first dispute response, when the City Attorney and/or designee has perceived proper notice, 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.
10. The City shall, upon request, provide the Union 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 the Union at no cost to the Union.
11. 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.
12. Individuals can file disputes with or without the assistance of the Union but must follow the same procedures and timelines outlined above. If a bargaining unit employee decides to file a dispute without the assistance of the Union, the Union is relieved of its obligation to represent the employee. The Union 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 the Union is invited to attend the meeting. Regardless· of whether the Union is representing an employee in a dispute, the City will provide the Union with copies of all dispute decisions. Decisions resolving disputes filed without the Union's involvement shall be without precedential bearing on future disputes.

13. Arbitrators shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.
14. 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.
15. At any arbitration, any time spent by bargaining unit employees serving as witnesses or representatives shall be considered work time. The City may, with the assistance of the Union, adjust the regular work schedules of witnesses and representatives so that the employees' regularly scheduled hours coincide with the hearing schedule.
16. If multiple bargaining unit employees file identical disputes, the Union, 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 the Union.
17. Reasonable time during working hours will be allowed for employees and Union representatives to present disputes, including meetings, if any.
18. 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.

D. Matters Not Subject to Dispute Resolution

Except as provided otherwise in this collective bargaining agreement, the City Council and the City Manager retain the exclusive right to manage the affairs and operations of City government. Accordingly, the following matters are not grievable under the procedure established by this contract. Nothing in this provision is intended to or shall prevent the Union or a bargaining unit employee from submitting a dispute regarding an alleged violation of this collective bargaining agreement.

a. The content of ordinances, statutes, and established personnel policies, procedures, rules, and regulations;
b. The establishment and revision of wages, salaries, benefits, and position classifications;
c. The failure to promote, except where the employee can show that established promotional policies or procedures were not followed or applied fairly;
d. The failure to transfer, to reassign or to retain, except where the employee can show that established personnel policies or procedures were not followed;
e. The hiring, promotion, transfer, assignment, reassignment, discipline and retention of another employee;
f. The termination, lay-off, demotion, or suspension from duties of an employee due to a lack of work, reduction in the work force, job abolition, or budget restrictions, except where such action affects an employee who has been reinstated within the previous six months because of the final determination of a grievance. In any grievance brought under the exception to this rule, the action of the City shall be upheld upon a showing by the City that (a) there was a valid business reason for the action, and (b) the employee was notified of such reason in writing prior to the effective date of the action;
g. The work activity assigned to an employee as a condition of employment, the work activity which may reasonably be expected to be a part of the job content, and the measurement and assessment of an employee's work performance by a supervisor through an informal discussion, a counseling session, a formal performance evaluation or any other means, except that a performance evaluation shall be grievable where the employee can show that it was arbitrary or capricious, or was not conducted in accordance with established practice and procedure;
h. The methods, means, facilities and personnel by which work activities are to be

conducted and City services are to be delivered, including the following:

i. The provision of new, improved or changed equipment, tools, and facilities;
ii. The determination of the City's financial, budgetary, accounting, and organizational policies and procedures;
iii. The utilization of personnel and the scheduling of work, including the assignment to a particular shift, the rotation of the work week, and the assignment and requirement of overtime;
iv. The determination of appropriate training and career development for an employee and a decision approving or rejecting a particular training or career development; and
v. The consideration of and the decisions regarding contracting out for goods and/or services;

i. Actions taken as necessary to carry out the duties of the City in emergencies, including the relief of employees from duty;
j. Any action which is necessary to comply with City, State, or Federal law;
k. The determination of the governmental services to be rendered to the residents of the City.

E. Addressing Matters Not Subject to Dispute Resolution

A dispute which presents a matter listed above may be rejected at any step of the process; however, should the matter be rejected it shall be referred to the Chief Human Resources Officer (CHRO) for a decision on the disputability and access issue. Any decision denying a dispute, or access grounds shall be in writing within seven (7) calendar days.

a. Within ten (10) calendar days following a decision by the CHRO that a matter is not e disputable and ineligible for access to the process, the employee(s) may appeal the CHRO's decision to the Alexandria Labor Relations Administrator (LRA). The employee(s) shall initiate such an appeal by written notice to the CHRO, and the appeal notice shall set forth the reasons why the employee(s) believes the dispute presents a disputable matter or is eligible for access to the process.
b. Within ten (10) calendar days following receipt of an employee's appeal, the CHRO, or designee, shall transmit the dispute, the written decision, or decisions concluding that the matter raised by the employee(s) is not disputable or is ineligible for access to the process, any further statement by the City on disputability or access, and the employee's appeal notice to the LRA. A copy of the transmittal shall be provided to the employee(s), the Union and to any other parties.
c. Within thirty (30) days of receipt of such materials, the LRA shall hear the appeal on the record transmitted and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The LRA, in its discretion, may receive additional evidence. The LRA may affirm, reverse, or modify the decision of the City regarding disputability or access to the process. The decision of the LRA shall be final and binding on the parties.

ARTICLE6: 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.

ARTICLE7: 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. The City shall provide a report to the Secretary-Treasurer the first Friday of every month for the preceding month's pay periods, detailing what deductions have been made to each employee's pay check.

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 tbat I suffer in the line of duty."

For purposes of this Article, the tern "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.l-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)(l 1), 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 apparah1s 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 ofrace, 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.

ARTICLE26: 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.

ARTICLE30: 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 Fire Department Procedure 100. If circumstances arise where the Department needs to edit/update procedure 100, it will follow the process outlined in Article 39 Maintenance of Rights.

There shall be one annual leave/compensatory (comp) time position assigned for every seven (7) rounded to the nearest whole number, minimum staffing collective bargaining positions on a suppression/EMS shift. Minimum staffing positions at or above the rank of Battalion Chief shall not count toward calculating annual leave/comp time positions. For the purpose of this article, the use of compensatory time and annual leave shall be used interchangeably, giving Employees full discretion to use either type of leave at the employee's discretion and election.

- 33% of the shift's annual leave slots shall be reserved for the Officer Group
- 66% of the shift's annual slots shall be reserved for the Firefighter/Medic Group.
- During Open Leave, there shall be 4 leave/comp time slots allocated for the Officer Group.

Additional Leave slots, regardless of rank, may be allocated starting at 1600 hours the calendar day before the leave is requested provided staffing levels maintain two positions above minimum staffing and does not create an overtime opportunity or holdovers.

Employees shall accrue annual/sick leave at rates and intervals listed in the chart below[2].

LENGTH OF SERVICE	DAYS EARNED/ YEAR	80 FT HOURS/PP ACCRUAL RATE/ MAX CAP	84 FT HOURS/PP ACCRUAL RATE/ MAX CAP	96 FT Hours/PP Accrual Rate/Max Cap
< 12	13	4.00 accrual	4.20 accrual	4.90
Months	Days	192 maximum	202 maximum	235.00
1 Year	14	4.32 accrual	4.54 accrual	5.29
	Days	208 maximum	218 maximum	255.00
2 Years	15	4.62 accrual	4.85 accrual	5.66
	Days	224 maximum	235 maximum	274.00

[2] Methodology for calculating the 84 FT Hours/PP Accrual Rates and 96 FT Hours/PP Accrual Rate and maximum rates is to multiple the 80 FT Hours/PP Accrual Rates found in A.R. 6-18, Appendix 1, by the associated leave conversion factors below:

Leave Conversion Factors:
49-hour schedule (96 FT): 1.225 (49 hours ÷ 40 hours = 1.225)
42-hour schedule (84 FT): 1.05 (42 hours ÷ 40 hours = 1.05)

One-Time Conversion of Current Balances at 56-Hour (106FT)
56-hour to 49-hour: 1.143 (56 hours ÷ 49 hours = 1.143)

3 Years	16	4.93 accrual	5.18 accrual	6.04
	Days	240 maximum	252 maximum	294.00
4 Years	17	5.23 accrual	5.49 accrual	6.41
	Days	256 maximum	269 maximum	314.00
5 Years	18	5.55 accrual	5.83 accrual	6.80
	Days	272 maximum	286 maximum	333.00
6 Years	19	5.87 accrual	6.16 accrual	7.19
	Days	288 maximum	302 maximum	353.00
7 Years	20	6.17 accrual	6.48 accrual	7.56
	Days	304 maximum	319 maximum	372.00
8 Years	21	6.48 accrual	6.80 accrual	7.94
	Days	320 maximum	336 maximum	392.00
9 Years	22	6.78 accrual	7.12 accrual	8.31
	Days	336 maximum	353 maximum	412.00
10 Years	23	7.10 accrual	7.46 accrual	8.70
	Days	352 maximum	370 maximum	431.00
11 Years	24	7.42 accrual	7.79 accrual	9.09
	Days	368 maximum	386 maximum	451.00
12 Years	25	7.72 accrual	8.11 accrual	9.46
or more	Days	384 maximum	403 maximum	470.00
SICK LEAVE ACCRUAL TABLE I				
		80 FT HOURS	84 FT HOURS	96 FT Hours
ACCRUAL RATE		3.69 accrual 12 days/year	3.87 accrual 12 days/year	4.52

Part time Employees will continue to accrue annual leave and sick leave at the rates listed in Administrative Regulation 6-18, dated April 10, 2019.

There shall be no limit on annual leave balances that employees may carry during the calendar year. The max Compensatory time balance an employee may carry throughout the year is 240 hours. The max end of the year balance an employee may carry over to the following year is 200 hours. Employees who have annual leave balances above the established maximum end-of-the-calendar-year amounts, shall have the additional hours added to their sick leave balance. Employees whose annual leave will be subject to this maximum may request, and will automatically receive, an extension to the sick leave conversion through the end of the first pay period ending in April. Employees with compensatory time balances above the

established maximum end-of-the-calendar-year amounts, shall have the excess hours paid out at the appropriate compensation rate.

Section B: Sick Leave

The City will follow the Sick Leave fire department procedure 101. If circumstances arise where the Department needs to edit/update procedure 101, it will follow the process outlined in Article 39 Maintenance of Rights. The City agrees not to harass or retaliate against employees who utilize sick leave in accordance with procedure.

Section C: Family Medical Leave, Funeral Leave,, Military Leave, Court Leave

The City will follow Administrative Regulation 6-18, dated April 10, 2019, and applicable law, in terms of Family Medical Leave, Funeral Leave, Military Leave and Court Leave. The City agrees not to harass or retaliate against employees who utilize these types of leave in accordance with policy.

Section D:Paid Parental Leave

The City will provide up to a six-week equivalent of Paid Parental Leave (PPL) to employees who are parents of a newborn child or a child who is placed with the employee through adoption or foster care. PPL is designed to allow employees paid time off to care for and bond with a newborn, or a newly adopted or newly placed child. PPL will run concurrently with approved unpaid leave under the Family and Medical Leave Act, as applicable by law.

Eligibility and Process for Paid Parental Leave will be governed by 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 maintain the existing emergency traffic control signals.

ARTICLE 35: TRANSFERS AND DETAILS

Section A - Transfers

1. The Department may assign personnel to assignments considered to be in the best interest of the organization in terms of training, education, personal growth, career development, and staffing and organizational need. Management will determine the effectuation of a transfer or detail as necessary for an employee to complete task books/certification training, internships, or other career development opportunities.

2. Once every six months (July and January) the department shall disseminate a list of current vacancies that may be filled.

3. Employees wanting to file a transfer request shall fill out the Request for Transfer form.

4. Employees shall be permitted to have on file, no more than five (5) transfer requests at any given time. They will be prioritized in order of preference with (1) being the highest preference and (5) being the lowest preference.

5. Employees shall be responsible for keeping track of their transfer requests. Employees may check on the status of requests with the Battalion Management Team.

6. Requests shall remain valid for one (1) year.

7. When an employee is promoted or transferred to an assignment, he/she requested, all other requests will become invalid and removed.

8. Employees shall be notified of a cross-shift transfer at least fourteen (14) calendar days in advance.

9. Employees should be notified of a same shift transfer at least one “tour” (2 working days) in advance.

10. For employees to be voluntarily transferred to a station, unit, or company, such as an Engine, Truck, or medic unit, the employee must request the transfer in writing through the process identified in this article.

11. Seniority may be considered when multiple employees have put in for the same transfer request. However, management retains the right to assign personnel based on operational needs of the Department.

12. For transfer requests to stations that are considered Specialty Teams (Hazardous Materials, Marine Operations, Technical Rescue), preference will be given to employees who possess the necessary certification requirements.

13. For 40-hour (Administrative) work week vacancies, the Department will solicit interest from all employees and outline the process for consideration.

14. Unless due to promotion, involuntary transfers should be the last consideration when a

position needs to be filled.

15. Upon promotion, officers will be placed based on the needs of the department. Once off probation, officers can apply for transfers as outlined in this article.

16. The terms and conditions of transfers in this article shall not apply to the daily detailing of bargaining unit employees between and among stations based on short-term workload considerations.

Section B - Details

1. To maintain the integrity of daily staffing levels without compromising operational readiness, employees may be detailed to a worksite different from the worksite to which the employee is normally assigned. The Department shall make the employee aware of their details as soon as possible.

2. Long-term Details occur when employees are detailed to a different worksite on their assigned shift for longer than thirty (30) calendar days. This is typically done to allow an employee to work on task books/certification training, ALS internships, or to cover a position for an extended period of time due to absences.

3. Employees returning from long-term details shall return to their previous assignments. The only exception would be if an employee is granted a transfer request to the same or a different assignment.

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 will meet by October 1, 2026. The committee shall meet at least 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. A study will be initiated by July 1, 2027. The joint studies shall be conducted every three years.

Employee-Furnished Equipment:

Employees with health or safety related concerns may request to furnish their own PPE subject to the approval of the Fire Chief. Such requests may include, and are not limited to, helmets, gloves, and boots.
All personally-purchased equipment must comply with Department color and style guidelines. All personally-purchased gear shall be subject to the same inspection, cleaning, and tracking requirements as Department purchased PPE. Members shall be responsible for any replacement or repair cost of personally-purchased PPE.

ARTICLE 38: OVERTIME AND INVOLUNTARY HOLDOVERS

Section A: Voluntary Overtime

1. Voluntary overtime is the method for filling staffing vacancies. Offers of voluntary overtime for qualified employees will be exhausted before the City requires any mandatory overtime. At any point, an employee with the appropriate qualifications and certifications may voluntarily work overtime in the place of a specific member scheduled to work on a mandatory holdover.
2. Voluntary overtime shall be administered in accordance with AFD Policy 304 and Procedure 403, Overtime for Operations Personnel. Modifications to the policy or procedures will be recommended through the LMP.
    a. When offering employees voluntary overtime, after all qualifications are met, preference shall be given to employees who are available to work a full 24 hour overtime position. This shall not apply when filling vacancies that occur after 2200 the day prior. Employees "going off duty" shall have preference for the first 12 hours of a rehire when filling a vacancy after 2200 hours the day prior.
    b. Employees who reject voluntary overtime offers after 0700 the day of the overtime, shall not have the total number of hours offered to them added to their picklist hours for the purpose of calculating picklist positions.
3. The City and Union agree to create or identify an equitable and automated process for the voluntary overtime process. This process will be determined through a committee of the Labor Management Partnership.
4. Work hour limits and employee rights:
    a. The City will allow bargaining unit employees on shift to voluntarily work up to 48 consecutive hours in operational assignments. In addition, employees may voluntarily work up to an additional 12 consecutive hours in non-operational overtime assignments, not to exceed a total of 60 consecutive hours worked.
    b. The City will allow employees to voluntarily function as an ALS provider on a transport unit for up to the first 36 consecutive hours and on a suppression unit for up to 48 hours (the last 12 hours).
    c. The city shall make every reasonable attempt to provide employees with a twelve (12) hour non-work rest period before resuming work or responsibilities. The Fire Chief or his designee shall have the discretion to approve additional hours worked, reducing the required rest period. Gaps between work hours of 4 hours or less counts towards consecutive hours worked.
    d. Promoted officers will have preference for overtime over acting officers.
    e. If a "page"/or shift wide notification is needed to fill a vacancy then the vacancy shall be filled by the first qualified person available.

Section B: Mandatory Overtime (Holdovers)

1. Mandatory overtime shall be in accordance with AFD Policy 301 and Procedure 404, Mandatory Overtime for Operation. Modifications to the policy or procedures will be recommended through the LMP.

2. The holdover list will be established using six (6) groups per shift.
    a. The holdover groups will correspond with the debit day groups for firefighting and dual-role employees. Single-role medics will be distributed across the six holdover groups per shift.

b. Scheduling will result in one scheduled holdover day per group every 24 calendar days. The schedule for holdover days will be staggered from the scheduled debit days to prevent holdover and debit day in the same 4-day break period.
c. The holdover groups will be updated when the debit groups are updated to ensure groups have an equitable distribution across ranks and qualifications.

3. Procedures:
   a. When the City requires mandatory overtime, employees shall be notified no later than 7:00 a.m. the date of the mandatory overtime. However, the Department shall make a reasonable attempt to notify employees of mandatory overtime as early as practicable.
   b. Employees who are on the holdover list for a specific day, and have not been notified of holdover selection, may leave the worksite at 7:00 a.m. or when given permission by an employee of the Battalion Management Team, whichever time is earlier without an obligation to return, unless under state of emergency.
   c. Employees who are not on the holdover list have no obligation to stay at the worksite after they are officially relieved from duty. Employees on the mandatory overtime list may be asked to work mandatory overtime from time to time and as a last resort. If an employee is not able to work their holdover day, when assigned, they shall submit a memo to the shift staffing chief for the day of the holdover explaining the reason for missing their holdover. Circumstances that would excuse an employee from their holdover shall include, but are not limited to: documented illness or injury, or family emergency making it physically impossible for the employee to return to work. Employees who miss three or more holdover days in a rolling six-month period, will have those hours added to their hours for the purposes of voluntary overtime selection.
   d. If multiple employees are being held to fill a 24-hour holdover vacancy, the employee who has the greater amount of holdover hours on the list shall be given preference as to which 12-hour holdover block (day or night half) they shall work. Seniority shall be the determining factor if each employee has an equal amount of previous holdover time.

4. Limitations:
   a. Local 2141 officials shall be exempt from mandatory overtime if they have been previously scheduled for official union business (contract negotiations, meetings, etc.) that would interfere with them performing mandatory overtime. Local 2141 officials are responsible for notifying the staffing officer of the conflict.

ARTICLE 39: MAINTENANCE OF RIGHTS

Section A: Maintenance of Management Rights

In accordance with Title 2, Chapter 5, Article E of the Alexandria City Code, and 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 Union Rights

During the term of this Agreement, and to the extent not inconsistent with this Agreement, the City will endeavor to keep in effect, current policies, procedures, and practices impacting bargaining unit employees' wages, benefits, or working conditions.

If the City/Department intends to change any of the policies, procedures or practices that impact wages, benefits, and/or working conditions, the City will notify IAFF Local 2141 at least 30 calendar days in advance of any proposed change. Local 2141 shall have 15 calendar days after the receipt of notice to request to bargain over the proposed change(s). If the Local does not notify the City/Department by the applicable date to bargain, the Local waives its right to bargain over the proposed change and the City/Department may implement the change. If the Local requests to bargain, the parties will proceed in a manner consistent with the City of Alexandria's collective bargaining ordinance.

ARTICLE40: APPARATUS DASH CAMERAS

The City may review audio, video data or other electronic monitoring devices at any time when reasonably justified. The City will not randomly review audio and/or video data for the purposes of seeking out policy violations. This shall not however, preclude the City from reviewing video as part of a fact-finding and/or 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. Such “look-in” capabilities shall not be used as a method of seeking out policy violations.

The City 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. The City will notify the Union and the bargaining unit employee(s) involved prior to meeting with the employee regarding the video reviewed. The notice will include the reason for reviewing the data.

The Department shall provide training on the proper check out of the dash camera and parameters for its use to all current employees.

ARTICLE41: ACTING OFFICERS

The selection of a bargaining unit employee to work in a higher classification shall be governed by the following procedure:

1. Employees shall be eligible to act in a higher classification if they have the qualifications to be promoted to the position and have completed the designated department training. The City shall provide regular and consistent training and development opportunities.
2. The Battalion Management Team shall assign qualified acting personnel as needed to provide safe and effective emergency and prevention services. Employees may request the removal of their qualifications or certifications. If approved, those employees' acting status will be removed.
    a. First consideration will be given to employees who are on a promotional list.
    b. Second consideration shall be given to qualified employees regularly assigned to the work location where the vacancy is located or to remaining qualified employees; or
    c. The City may choose to assign one employee to act in a higher classification without rotating in other eligible employees for temporary vacancies expected to last thirty (30) calendar days or longer, hereafter known as a long-term acting assignment.
        i. Unless promoted, any employee detailed to a Long-Term Acting Officer position will have the choice to return to their previous work assignment after the long-term Acting Officer assignment has concluded.
    d. All requests to become an acting officer must be approved by the Fire Chief or their designee.
    e. A list of current acting officers shall be public and available to all employees.

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: Notifications

The City will provide two notifications for upcoming promotional processes, a promotional pre-announcement and the promotional announcement (application). Both notifications will be posted in the Department's usual posting sites and emailed to employees' City-owned email addresses.

1. A promotional pre-announcement will be made not less than 180 days prior to the scheduled testing period. The promotional pre-announcement will include:
   a. The month, or months, the promotional process is expected to be delivered.
   b. The minimum requirements for eligibility to participate in the promotional process.
   c. Source material from which the examination will be developed and suggested access to the material.

2. A promotional announcement (application) will be made not less than 30 days nor more than 90 days prior to the scheduled testing period. The promotional announcement will include:
   a. The date, time, and location of the promotional process or processes
   b. The minimum requirements for eligibility to participate in the promotional process.
   c. The 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.
   d. The 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 the effective date.

Any special promotional process required to meet Department needs requires the same notifications.

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; and
- 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 City plans to schedule ongoing promotional processes on two-year cycles, with Battalion Chief and Lieutenant in one year and Captain in the alternate year, subject to operational and fiscal considerations.

Section F: Reasonable Accommodation
An employee may request a reasonable accommodation to sit for a promotional examination.

ARTICLE 43: INSURANCE

Section A:

1. 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, except as provided elsewhere in this article.
2. Nothing in this Article abrogates the City Council's authority to establish the City budget and/or direct the City Manager in its implementation.

Section B: Medical Insurance

Subject to Section A(2) of this article, the City shall continue to contribute to the cost of the health insurance plan for any employee who elects to participate in the program at the current cost-sharing percentages as of July 1, 2026. 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 and an opportunity to bargain prior to the effective date of any significant plan design changes within the City's control (*including, but not limited to, changes to copay amounts, out-of-pocket-maximums, or member eligibility)*. Examples of changes that would not meet the significant change threshold include but are not limited to: inflationary adjustments to IRS limits (e.g., increasing the FSA maximum by $50 or the HSA catch-up limit by $100), or updating out-of-network reimbursement schedules in a way that impacts only a very small group of people.

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

Subject to Section A(2) of this article, 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 Cost Stipend

The City will pay a $260.00 monthly stipend for retiree health cost for those retirees hired before July 1, 2008. The provision 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

Subject to Section A(2) of this article, 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

Subject to Section A(2) of this article, 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

Subject to Section A(2) of this article, 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: Employee Benefits 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 one (1) representative who shall participate on the committee. The representatives will be knowledgeable about benefits best practices and benefits administration.

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 (e.g., IAFF Health and Wellness Trust or IAFF Medical Expense Retirement Program)

The Committee will discuss the IAFF Health and Wellness Trust by July 1, 2028, and the IAFF Medical Expense Retirement Program by July 1, 2027.

ARTICLE 44: SCHEDULING AND HOURS WORKED

Section A:
Employees assigned to a suppression/EMS shift shall be scheduled to work an average of forty-nine (49) hours per week for firefighting and dual-role employees and an average of forty-two (42) hours for single-role medics.

The schedule will be based on a 4-shift schedule model which consists of:

1. Firefighting and dual-role employees: 24 hours on, 48 hours off, 24 hours on, 96 hours off (W-O-O-W-O-O-O-O), with one additional 24-hour shift ("debit day") every 24 days during your 4 days off.
    a. A debit day is defined as an additional 24-hour workday to meet the specified average 49 hours per week. The debit day hours are included in base pay earnings. (The term "debit day" is used because other Fire Departments around the country use this term to describe such days. It is not meant to imply any debt or obligation on any employee, except as arises from such days being part of the employee's normal work schedule.)
2. Single-role medics will follow the same 4-shift schedule without working "debit days."

Section B:
The City shall comply with the Fair Labor Standards Act ("FLSA"), 28 U.S.C. § 207(k), and the Virginia Gap Pay Act, with respect to bargaining unit employees who work in a fire suppression or dual role position. The schedules described in Section A above will be deemed the basic, normal, or regular work schedule or working hours for the employees assigned to them.

Section C:
To maintain equivalency with the leave accrual rates established for employees scheduled to work forty (40) hours per week, the City will adjust the annual and sick leave accrual rates and leave balances of employees whose average scheduled weekly hours differ from forty (40).

Such adjustments will be made on a proportionate basis, using the established forty (40) hour schedule as the baseline. Employees scheduled to work more or fewer hours per week will accrue annual and sick leave at a rate proportional to their scheduled hours, and their maximum leave balances will likewise be adjusted in proportion to the forty (40) hour standard.

Section D:
Employees assigned to an operational suppression/EMS shift shall work 24 hour shifts starting at 0700 and ending at 0700 the following day. Employees working at the Command Aide, Safety Officer or EMS Captain positions may be scheduled to work 0600 to 0600.

All other personnel will be scheduled to work a 40-hour work week or 2080 hours per year. Generally, the normal business hours of the Fire Department are 0800-1600 hours, Monday through Friday. However, the Fire Chief may elect to adjust the work week to include weekends due to operational needs/demands. Employees may request to work an alternative work schedule, e.g. four (4) ten (10) hour days; and/or "flexing" those hours to begin and end earlier or later than the established business hours above. Approvals will be based on operational needs and are not guaranteed.

Section E:
By December 31, 2028, employees assigned to a suppression/EMS shift shall be scheduled to work an average of forty-six (46) hours per week for firefighting and dual-role employees and an average of forty-two (42) hours for single-role medics.

ARTICLE45: 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 and/or captain. 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. To the extent the City decides to decrease the number of positions in the bargaining unit or the staffing levels outlined below, as of July 1, 2026, the City will comply with its obligations under this contract.

Section B: Levels of Staffing

I. 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 qualifications. 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.

ARTICLE46: UNIFORMS

Section A: Uniforms

1. The City is responsible for providing all necessary uniforms items (except socks) and personal protective equipment (PPE) to employees, including alterations.

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 in a range of sizes and cuts to accommodate all employees, including those who are pregnant or who require alternative uniform options due to a disability.

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 an Extreme Caution heat index as indicated by the National Weather Service Heat index. Notwithstanding the previous sentence, the City may require employees to wear a Class A, B, or C uniform during an Extreme Caution heat index weather conditions for events and activities such as school visits, formal events, meetings with senior managers or city officials, indoor training, etc.

5. Company 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 while actively performing apparatus checkouts, station maintenance, physical training, while operating on incidents, and other performing duties in which the Class C uniform may become soiled or damaged, etc.
    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 from May 1 through September 30.

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 such as bunk rooms, locker rooms, kitchens, hallways, office space, day rooms that are out of the view of the public, etc.. 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

The Uniform Advisory Committee will meet as needed to discuss uniform concerns. The committee may by consensus recommend a policy and procedure for personally purchasing uniform items with approved logos, to include station logos, with department approval.

ARTICLE 47: HEALTH AND FTINESS-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 identify additional services for the program, such as peer support groups, for submission to the City Manager's Office for consideration and/or approval.
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 offered and required to undergo an annual physical examination, including cancer screenings, paid for by the City during its physical examination period. Such examinations must meet the current edition of NFPA 1580, *Standard for Emergency Responder Occupational Health and Wellness*. The City will endeavor to include the same services that were offered to employees in FY2025 during their physical examinations, however 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. "The parties will continue to utilize cancer pre-screening examinations at least as comprehensive as those in place as of July 1, 2026."

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 attend a portion of the physical examination during their regular working hours, due to operational constraints or prior approved leave, Management will reschedule the employees physical during duty hours or at a mutually agreeable date and time if required to complete on a scheduled day off. If the physical examination is to be completed off duty the bargaining unit employee shall be compensated at their appropriate 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 wi11 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, dated August 21, 2024, shall govern the periodic and fitness-for-duty medical examinations of bargaining unit employees. 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 sha11 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 4-12, dated March 20, 1988, 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

1. The City of Alexandria, VA Fire Department (AFD) and IAFF Local 2141 will establish a committee with equal representatives appointed by the Fire [Department] Chief and the IAFF Local 2141 President. The committee shall be formed with Representatives knowledgeable about

employee health and include representatives from the Department's Health .and Safety Division. 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 expertise on items before this committee. The Committee shall advise and make recommendations to the Fire Chief regarding health and safety standards and practices; under his/her purview. The topics of the committee will not include discipline, in any manner, or any nexus between discipline and employee health or safety.

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 Labor Management Partnership will make recommendations to the Fire Chief to create an agreed upon procedure for Firefighters to request to become a Deputy Fire Marshal. The Fire Chief will develop and submit a proposal to continue to work with the Department of Human Resources.

Section B: Working Equipment & Safety

1. All DFMs shall be provided with a vehicle for use while on-duty. DFMs may be permitted to take their issued vehicle home subject to applicable city policy and procedure regarding take home vehicles and as determined by the Fire Chief.
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 facilities are planned for the department.
3. All DFMs shall be provided with necessary personal protective equipment (PPE). The City agrees to work with Local 2141, through the Labor-Management Partnership committee to identify and provide PPE that is acceptable for use by employees working as fire marshals, including equipment used during law enforcement-related activities.

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 periods 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: 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 D: Official Time Bank
IAFF Local 2141 shall be granted an Official Time Bank of (1,800) hours per fiscal year as may be required for the purpose of discharging the official duties of the Union. The use of this official time by union representatives 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 the requests forty-eight (48) hours in advance. In the event that the Official Time Bank is depleted in a fiscal year and the Union requires additional hours, the Union will submit a request for additional hours to the Fire Chief for approval. Such requests will include the reason the additional hours are needed.

Section E: 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. The parties upon entering into term or mid-term bargaining will negotiate in their ground rules, over the amount of Official Time to be allotted to the Union for the purpose of union representation during negotiations in their ground rules.

Section F: 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 2027

Fiscal Year 2027 Wage Adjustment:

Effective with the first full pay period commencing on or after July 1, 2026, the salary schedules in effect shall be increased by one percent (1%).

Merit Increase:

Effective the first day of the first full pay period commencing on or after July 1, 2026, the City will pay an employee a merit increase associated with pay scale step movement. Upon satisfactory performance, employees are eligible for a one-step increase on their merit increase eligibility date, up to the maximum step on the scale. An employee is ineligible for a merit increase as a result of not meeting performance expectations.

Longevity Bonus:

Effective the first day of the first full pay period commencing on or after July 1, 2026, employees who were at the maximum step of the pay scale (step 18) as of June 30, 2026, will receive a one-time $750 bonus.

Section B: Fiscal Year 2028

Fiscal Year 2028 Wage Adjustment:

Effective with the first full pay period beginning on or after July 1, 2027, the salary schedules in effect shall be increased by one percent (1%).

Merit Increase

Effective the first day of the first full pay period commencing on or after July 1, 2027, the City will pay an employee a merit increase associated with pay scale step movement. Upon satisfactory performance, employees are eligible for a one-step increase on their merit increase eligibility date, up to the maximum step on the scale. An employee is ineligible for a merit increase as a result of not meeting performance expectations.

Longevity Bonus:

Effective the first day of the first full pay period commencing on or after July 1, 2027, employees who were at the top of the pay scale (step 18) as of June 30, 2027, will receive a one-time $750 bonus.

Section C: Fiscal Year 2029

Merit Increase

Effective the first day of the first full pay period commencing on or after July 1, 2028, the City will pay an employee a merit increase associated with pay scale step movement. Upon satisfactory performance, employees are eligible for a one-step increase on their merit increase eligibility date, up to the maximum step on the scale. An employee is ineligible for a merit increase as a result of not meeting performance expectations.

Longevity Bonus:

Effective the first day of the first full pay period commencing on or after July 1, 2028, employees who were at the top of the pay scale (step 18) as of June 30, 2028, will receive a one-time $750 bonus.

Section E: 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. Any reference in this article referring to the ranks of Fire/EMS Lieutenant and Fire/EMS Captain applies to both Fire and Police Pension and the Virginia Retirement System job classifications.

Section F: Hourly Rates, Overtime, and Regular Rate of Pay

1. All forms of monetary compensation shall be paid biweekly unless otherwise specified in this Agreement or agreed to in writing by the parties.
2. Employees' Hourly Rate will be the Employee's annual salary divided by the average work hours per week, multiplied by 52 weeks. Shift work Example: (49 Hours x 52= 2548 hours, Employee Annual Salary/2548 = Employee's Hourly Rate). Administrative (Day Work) Example: (40 Hours x 52=2080 hours, Employee Salary/2080 = Employee's Hourly Rate).
3. An employee's Regular Rate of Pay equals the sum of the employee’s base hourly rate and any additional hourly premium pay granted to the employee during the workweek.
4. Employees shall be compensated at a rate of one and one-half times (1.5) their regular rate of pay for all hours worked in excess of their regularly scheduled hours of work unless otherwise specified in this agreement.
5. Bargaining unit employees assigned to a 40-hour work schedule for more than 30 consecutive days will receive a bi-weekly payment of $38.46 (equivalent to $999.96 annually) for the duration of the assignment.

Section G: Delays in Evaluations Pertaining to Merit Increases

If an employee is not given their annual performance evaluation within 90 days after their merit increase eligibility date, the employee shall move up a step and receive the pay increase associated with the step movement retroactive to the eligibility date. This does not prohibit a supervisor from giving the employee an evaluation that is below standard at a later date, but the employee will remain at the step and keep the increase they received at that time.

Section H: Pay Scale Grade Movement

1. Movement to a higher pay grade: Employees who move to a higher grade in the pay scale

(through career ladder advancement, a change in job classification, or a promotion) will be moved to the new higher grade at the step they held prior to the movement or promotion unless the increase exceeds 20%, in which case the employee will receive a salary adjustment of 20% plus placement on the next higher step of the new grade, or the minimum of the new grade. whichever is greater.

2. Movement to a lower pay grade within a career ladder as the result of change in certifications, qualifications, and/or proficiencies: Employees who move to a lower grade in a pay scale through career ladders as a result of failure to maintain a required certification, qualification, and/or proficiency for their current career ladder level will remain at their current step on the new lower grade.

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.

All plan provisions and benefits as currently outlined in the City of Alexandria Firefighters and Police Pension Plan shall continue in full force during the duration of this agreement. .If a proposed change is initiated by the Alexandria Firefighter and Police Officers' pension board Local 2141 retains the right to bargain any proposed change to the current pension benefits of the plan.

Deferred Retirement Option Plan (DROP):

The City agrees to amend the Firefighters and Police Officers Pension Plan to include a 25-year DROP. This DROP will allow employees with at least 25-years of service to retire under the pension plan for benefit calculation purposes while continuing to work for up to three years. During this period, their pension benefit is deferred and credited into a DROP Account, and they must continue making employee contributions until they leave City employment. This option defers the start of pension payments while the individual remains actively employed.

This DROP option is available to all employees, regardless of their hire date. A participant who does not elect to participate in the DROP when first eligible, may elect to participate at any time thereafter prior to his or her termination or disability date.

ARTICLE 54: PREMIUM PAY

Section A: Court Appearances
Employees required to appear in court off-duty periods, or 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 regular hourly rate. They will be paid at applicable overtime rates or the minimum guaranteed straight-time payment, whichever is greater.

Section B: Compensatory Leave
Compensatory time will be earned at the rate of one and a half (1.5) times the hours worked.

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 working in a position in a higher pay grade shall be paid transfer pay of four percent (4%), and provided the employee is qualified for the position they fill on a temporary basis.

Section E: Standby Pay
a. Employees who are assigned to a standby (on-call) status by the Fire Chief and are required to be available for specific periods of time will receive payments as outlined below.
    1. For an entire period, 1 hour of pay at the regular rate for each Monday through Friday
    2. For each Saturday, Sunday or recognized full day holiday, four hours pay at the regular rate.
    3. 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 $0.50 per hour during regular hours and $0.75 per hour during overtime hours pursuant to City of Alexandria Administrative Regulation 6-14: Hours of Work and Special Pay. In order to receive such compensation, the employee must demonstrate proficiency, in a means as established by the City 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 Work Outside of Regularly Scheduled Hours

The City shall pay employees, in accordance with the Fair Labor Standards Act, the Virginia Gap Pay Act, and the City's overtime and compensatory time policies.

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 assigned to operational shift work and not working on the holiday will receive holiday pay bonus in the following amounts:
    a. Firefighters working a regularly scheduled average of 49 hours in a work week (excluding overtime) will earn 9.8 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 84 hours in a pay period (excluding overtime) will earn 8.4 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 and holiday pay bonus, 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.
5. The holiday premium provided for in this Article shall not be applied to increase any applicable shift differential.

Section J: Dual-Role Paramedic Bonus Pay

1. Upon completion and certification as a national registry paramedic, employees will receive a one-time $5,000.00 bonus from the City.
2. Once the employee has completed the paramedic internship and has been approved by the Operational Medical Director as a Firefighter or Fire Officer Paramedic in the City of Alexandria, employees will receive Paramedic Premium pay at the rate of $10,000.00 a year. The pay will be divided among 26 pay periods and added to the overtime hourly rate in accordance with the Fair Labor Standards Act. The employee must maintain their paramedic qualifications from the OMD to continue to receive bi-weekly premium pay.

Section L: Officer Specialty Pay

Officers will receive specialty pay at a rate of a three percent (3 %) premium pay for one of the following specialty certifications matching the requirements for Firefighter III. The pay will be added to their overtime hourly rate in accordance with the Fair Labor Standards Act.

1. Marine Operations Team
2. Hazardous Material Team
3. Technical Rescue Team

Officers who are program managers of any of the above listed specialty teams or the SCBA team

will receive an additional three percent (3%) PAL pay. The pay will be added to their overtime hourly rate in accordance with the Fair Labor Standards Act.

Section M: Field Training Officer Pay
Non-promoted Advance Life Support employees who are trained as field training officers shall receive PAL pay at three percent (3%) (Transfer Pay) of their regular rate of pay for every hour they serve as a preceptor for paramedic interns.

This includes both regularly scheduled and overtime hours.

Section N: Emergency Leave Pay
An employee that works as part of their regularly scheduled hours, voluntary overtime, and involuntary overtime will be compensated with emergency leave pay at a rate of one (1) times the employee's regular hourly rate for each hour worked while the City is closed due to emergency closure (i.e., Storm closures) or during states of emergency. Emergency Leave pay for City closures will begin once employees are notified of the City closure and continue until the City is reopened. Emergency leave pay for states of emergency will begin once the state of emergency is declared, and will continue through the end of the state of emergency.

Section O: Pay and Details for Training

1. The City will provide pay at an overtime rate on non-working or details on working days for employees of the bargaining unit to attend department approved required training. The City will pay for any associated class registration, hotel room, and travel fees associated with the course in accordance with city policy.
2. The City will provide pay at an overtime rate on non-working or details on working days for initial Paramedic certification, Specialty Team certification, Self-Contained Breathing Apparatus Technician certification, and Personal Protective Equipment Cleaning training. The City will pay or reimburse for any associated class registration, hotel room, and travel fees associated with the course in accordance with city policy

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 reorganization that results in a reduction in positions
   d. A technological change or advancement that impacts work force needs, or
   e. 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. Department heads will submit a recommendation that outlines the need to eliminate positions to the Chief Human Resources Officer (CHRO)
2. The CHRO, working with the Director of the Office of Management and Budget (OMB), will provide recommendations and any applicable information to the City Manager for consideration, including if the recommendation is related to a required reduction in funding as a part of their proposed budget.
3. The CHRO will be responsible for implementing RIF's that are approved by the City Manager. The steps in implementing a RIF will include:
   a. Canceling any existing or planned advertising for positions or job classes indicated in the RIF order.
   b. Issuing 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.
   c. Notifying 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.
   d. 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. If there are vacant positions within the bargaining unit that affected employees are qualified for, they shall automatically be offered the vacant position in lieu of total separation of employment with the City. Positions will be offered by seniority with the employees with highest seniority offered first. If the position is refused by the employee the position will be next offered to the employee with the next highest seniority. The process will be repeated until all vacant positions are filled or the

list of affected employees is exhausted.

e. Processing employee separation, including ensuring that employees are paid accumulated annual leave, not to exceed the annual cap, compensatory time, and any applicable sick leave and severance pay based on the years of service as defined in the table below:

COMPLETED YEARS OF SERVICE	PERCENTAGE OF SICK LEAVE PAYOUT	WEEKS OF SEVERANCE PAY
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

f. Separated employees will be placed on the Recall List by job classification and seniority for a one-year period.

4. In the event of a RIF, employees with the least Total Department Seniority, as defined in Article 16, shall be laid off first. In the event of elimination of positions at higher ranks necessitating demotion, the employees with the least Rank Seniority, will be demoted first. If the number of employees at a specific rank exceeds the number of positions and management deems it necessary to carry out further demotions, the above process shall be repeated.
5. For purposes of displacement, demoted employees residing in a higher rank will have their time served in all higher ranks combined with their time spent previously in the lower rank to determine their rank seniority when attempting to displace into a lower rank.
6. The separation of employees will be initiated, if necessary, to complete the RIF.
7. 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. Separated employees on a recall list will be notified to return to work by registered mail.
   d. A separated employee who fails to respond to a recall opportunity within ten working days following receipt of notification will forfeit recall rights.
   e. A separated 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

step and grade 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.

8. 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.

ARTICLE 56: DURATION

Pursuant to Section 2-5-78 of the collective bargaining ordinance, the terms of this Agreement shall be effective July 1, 2026, and shall remain in full force and effect until the 30th day of June 2029.

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.

ARTICLE X.10: DISABILITY AND ALTERNATE EMPLOYMENT

Section A: Alternate Employment Program

1. City-directed placement in an Alternate Employment position:
    a. Employees placed in an alternate employment position shall receive from the pension plan an amount equal to the difference between the pre-disability base salary and the base salary of the new job offset by any payments received by workers compensation.
    b. In all cases, the plan benefit will be prorated and paid to the employee over the scheduled pay dates for the year.
    c. Plan Benefits will be capped at an employees pre-disability base salary.
2. Voluntary movement to another City position after initial Alternative Employment position assignment.
    a. A Participant who accepts Alternate Employment shall be permitted to compete for other positions within the City on the same terms as other employees without prejudicing the Participant's benefits under the Plan, provided the maximum step of the position is greater than or equal to the maximum step of the employee's current position.
    b. In all cases, the plan benefits will be prorated and paid to the employee over the scheduled pay dates for the year.
    c. Plan benefits will be capped at an employee's pre-disability base salary.
3. In all cases, employees membership in a specific bargaining unit will be determined by the post-disability position.

Section B. Increasing Communication in Decisions Regarding Injured Employees

If an employee placed on restricted duty or is otherwise unable to perform the essential functions of the job for more than one year from the date of the injury, the City must evaluate whether (a) there is a prognosis to return to duty or (b) to place the employee on Disability or Alternate Employment.

Section C. Subsequent Amendments to the Police/Fire Pension Plan

1. The City of Alexandria, the Southern States Police Benevolent Association, Alexandria Chapter (SSPBA), and the International Association of Fire Fighters, Local 2141 (IAFF), herein collectively referred to as the "Parties" will establish a working group by August 31, 2026.
2. The purpose of the working group will be to create a mutually agreed upon recommendation to the City Council of alternate placement amendments to the Police/Fire Pension Plan including voluntary movement to positions with lower pay and the other items proposed and discussed by the Parties in collective bargaining negotiations in 2025.
3. Nothing in this Article abrogates the City Council's authority pursuant to Va. Code § 40.1-57.2(B).

FOR THE CITY OF ALEXANDRIA:

Meghan A. Roberts

Meghan Roberts, Deputy City Attorney

Chief Negotiator for the City

Date: 01/05/26

FOR INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2141:

Joshua Turner, President

Chief Negotiator for the Union

Date: 01/05/2026