

**COLLECTIVE BARGAINING
AGREEMENT**

between

FAIRFAX COUNTY, VIRGINIA

and

**FAIRFAX COUNTY PROFESSIONAL
FIREFIGHTERS & PARAMEDICS,
IAFF LOCAL 2068**

**Effective From
July 1, 2024 through June 30, 2027**

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GENERAL PROVISIONS

Article 1: Preamble

This Agreement is entered into by and between the County of Fairfax, Virginia (the “County”) and the Fairfax County Professional Fire Fighters & Paramedics, International Association of Fire Fighters Local 2068 (“IAFF Local 2068” or the “Union”), and collectively known as the “parties.”). This Agreement is authorized under Chapter 3 of the Code of the County of Fairfax Virginia, Article 10 Collective Bargaining, Sections 3-10-1 through 3-10-18 (the “CBO” or the “Ordinance”). It is the purpose of this Agreement to achieve and maintain a harmonious and cooperative relationship between the County and IAFF Local 2068; to provide for the equitable and peaceful adjustment of differences which may arise, and to include the parties’ agreement on wages, hours, benefits, and other conditions of employment for the employees covered hereunder as set forth in the County’s CBO.

Article 2: Recognition

Section 2.1: Recognition of Union

The County recognizes IAFF Local 2068 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 and fire apparatus personnel (excluding employees on the S Pay Plan) (“Fire and Rescue Department” or “FRD”) and emergency communications employees (“Department of Public Safety Communications” or “DPSC”) (collectively the “Departments”), , except those excluded by definition under the CBO Sec. 3-10-2.

Section 2.2: Bargaining Unit

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

1. Public Safety Communicator I
2. Public Safety Communicator II
3. Public Safety Communicator III
4. Public Safety Communications Records Analyst
5. Fire Apparatus Mechanic (excluding employees on the S Pay Plan)
6. Fire Apparatus Assistant Supervisor (excluding employees on the S Pay Plan)
7. Firefighter & Firefighter 40-42
8. Firefighter/Medic & Firefighter/Medic 40-42
9. Fire Technician & Fire Technician 40-42
10. Fire Master Technician
11. Fire Lieutenant & Fire Lieutenant 40-42 & EMS Lieutenant
12. Fire Captain & Fire Captain 40-42 & EMS Captain I
13. Fire Captain II & Fire Captain II 40-42 & EMS Captain II

- 14. Fire Battalion Chief & Fire Battalion Chief 40-42
- 15. Fire Deputy Chief & Fire Deputy Chief 40-42

The parties agree that that the three Battalion Chiefs who serve as confidential aides to the Assistant Chiefs are excluded from the bargaining unit.

Section 2.3: New Personnel Classifications

The inclusion or exclusion in the Fire and Emergency Medical Services Employees' Bargaining Unit of new personnel classifications established by the County subsequent to the effective date of this Agreement shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Labor Relations Administrator for resolution.

Article 3: Scope of Agreement

This Agreement is entered into by the County Executive on behalf of the County and IAFF Local 2068 on behalf of the employees of the Fire and Emergency Medical Services bargaining unit, as defined in the CBO Sec. 3-10-6. The County, Union, and the Fire and Emergency Medical Services Bargaining Unit employees shall be afforded the rights and privileges, and be bound by the duties and obligations, set forth in this Agreement.

Article 4: Management Rights

The provisions of the CBO Sec. 3-10-4 prescribe the rights reserved by management. This Agreement is not intended to, and does not, waive the Union's right to negotiate topics listed as negotiable in Section 3-10-4 (a), subsections 3, 4, 5, and (b).

Article 5: Prevailing Rights

Section 5.1: Maintenance of Employee Rights

During the term of this Agreement, and to the extent not inconsistent with this Agreement, and subject to the procedure outlined in Section 5.2 of this Article, the following written documents shall remain in effect to the extent they directly impact bargaining unit employees' wages, benefits, or terms and conditions of employment:

- A. The FRD Rules and Regulations document and any written DPSC Rule or Regulation (excluding County Personnel Regulations), or Procedural Memoranda that was issued by the FRD or DPSC on or before July 1, 2024.
- B. Any written FRD or DPSC General Order, Standard Operating Procedure, Policy, Rule, or Regulation (excluding County Personnel Regulations) that was issued by FRD or DPSC on or before July 1, 2024.

Section 5.2: Maintenance of Union Rights

If the County desires to implement a change(s) to any of the documents listed in Section 5.1 and such change(s) directly impacts wages, benefits, or terms and conditions of employment of bargaining unit employees, the County shall serve IAFF Local 2068 with advance notice of the proposed change(s) at least 14 calendar days prior to any proposed implementation date for such change(s). Upon request by IAFF Local 2068, the parties shall bargain over the change(s), consistent with the CBO as it applies to bargaining unit employees. Should IAFF Local 2068 fail to request to bargain over the change within 7 calendar days of receipt of the advanced notice, the County can implement the proposed change without bargaining.

The provisions of this Section shall not apply to any change in the above written documents that does not impact bargaining unit employees' wages, benefits, or terms and conditions of employment.

Article 6: Strikes and Lockouts

Strikes and lockouts are prohibited pursuant to CBO Sec. 3-10-15. The Union agrees that it will not coordinate, promote, or participate in any strike or concerted, willful refusal by bargaining unit employees to perform the duties of their employment, nor will the County engage in any lockout of employees. Any bargaining unit member participating in a strike or concerted, willful refusal to perform the duties of their employment shall be subject to the penalties set forth in CBO Sec. 3-10-15. The parties acknowledge and agree that Section 3-10-15 does not take away the right of the Union, or individual bargaining unit members, to engage in informational picketing, so long as the picketing does not interfere with daily operations.

In the event strikes or lockouts become lawful in Virginia, the parties agree to reopen this agreement for the sole purpose of negotiating such a provision.

Article 7: Equal Employment Opportunity

Section 7.1: No Unlawful Harassment, Retaliation, or Discrimination

A. The County is committed to providing equal opportunity to all employees and potential employees. The County agrees that it shall not permit unlawful harassment, retaliation, or discrimination against any employee or applicant with regard to recruitment, application, testing, certification, appointment, assignment, performance evaluation, training, working conditions, promotion, demotion, discipline, lay-off, discharge, retirement, or any other aspect of employment on the basis of race; color; creed; national origin; age; religion; person(s) with a disability; sex; pregnancy, childbirth, or related medical conditions; gender identity; sexual orientation; genetic information; marital status; military or veteran status; or political affiliation. Any claimed violation of this section shall be filed in accordance with the County grievance procedure, Procedural Memorandum 39-06, Policy and Procedure on Discrimination, Harassment, and Retaliation, or the Equal Employment Opportunity Commission.

- B. The County further agrees that, pursuant to the CBO, it prohibits discrimination against employees and applicants based on labor organization status. Any claimed violation of this section shall be filed pursuant to the CBO, or this Agreement's contract dispute resolution procedure, and in accordance with the Labor Relations Administrator's Procedures and Rules.
- C. The County agrees that it shall not retaliate against any employee with regard to recruitment, application, testing, certification, appointment, assignment, performance evaluation, training, working conditions, promotion, demotion, discipline, lay-off, discharge, retirement, or any other aspect of employment because the employee has used or participated in the County's grievance procedure and/or the negotiated dispute resolution procedure; complied with any law of the United States or of the Commonwealth, reported any violation of such law to a governmental authority, or sought any change in law before the Congress of the United States or the General Assembly of Virginia; or reported an incidence of fraud, abuse, or gross mismanagement to the Board of Supervisors, the County Executive, or other governmental authority.
- D. The County agrees that when making hiring decisions it shall take into consideration or give preference to an applicant's status as an honorably discharged veteran of the armed forces of the United States. Additional consideration will be given to veterans who have a service-connected disability rating fixed by the United States Department of Veteran Affairs. The County agrees that when making hiring decisions it shall take into consideration or give preference to an applicant's status as a person with a disability.
- E. Considerations or preferences identified in this section shall be limited to initial appointments to County service, provided that such person meets all the knowledge, skills, and eligibility requirements for the applied for position, and shall not be required in demotions, promotions transfers.

Section 7.2: Union Commitment to Equal Opportunity

IAFF Local 2068 is committed to supporting a work environment free of discrimination. Accordingly, IAFF Local 2068 affirms its policy to not discriminate against any bargaining unit employee or cause or attempt to cause the County to discriminate against any employee on the basis of race; color; creed; national origin; age; religion; person(s) with disability, sex, pregnancy, childbirth, or related medical conditions, gender identity; sexual orientation; genetic information; marital status; military or veteran status; political affiliation; or labor organization status.

Section 7.3: Equal Treatment of Employees

The parties agree that the provisions of this Agreement shall be applied equally to employees without regard to the protected statuses listed in Section 7.1.

Section 7.4: Changes to ADA and ADEA Policies and Practices

If the County needs to change any current policy or practice affecting the bargaining unit in order to comply with the provisions of the Americans with Disabilities Act, as amended, or the Age Discrimination in Employment Act, the County will provide IAFF Local 2068 with at least 15

business days' notice, when practicable, of any change prior to its implementation. Such notification shall also be accompanied with information explaining in sufficient detail the basis necessitating the change in current policy or practice. The parties agree that IAFF Local 2068 can request to bargain over the effects of the implementation but that the parties shall not negotiate over proposals that are inconsistent with law.

Article 8: Probation and Promotional Probationary Period

Section 8.1: New Hire Probationary Period

- A. All new hire employees will serve a probationary period of 12 months in active service starting with the date they complete and graduate from:
 - 1. FRD Recruit Training; or
 - 2. DPSC Public Safety Communicators Academy, including pre-probationary on-the-job training.

- B. An employee is considered at-will during their probationary period as described in paragraph A of this Section. The County shall have the sole right to discipline, terminate, or layoff probationary employees without any reason or notice. Probationary employees shall not have access to either this Agreement's dispute resolution procedure or County Personnel Regulations Chapter 17, Grievance Procedure, except for allegations of discrimination as defined in Section 17.3-2d and 17.3-2e, as may be amended, allegations of violation of CBO Sec. 3-10-16, or allegations of violations of the Equal Employment Opportunity Article of this Agreement.

Section 8.2: Promotional Probationary Period

- A. All employees in FRD promoted to a higher rank will serve a promotional probationary period of 12 months in active service following their promotion.

- B. All employees in DPSC who have acquired a skill increase will serve a promotional probationary period of six months in active service following their promotion. During this period, the employee shall maintain all other rights and privileges of this Agreement except that the employee may be returned to their prior classification for documented and continued poor performance despite notification and counseling. Involuntary demotions are only grievable under the County grievance procedure.

- C. Members' pay during the promotional probationary period will be received at the appropriate rate of pay. During the promotional probationary period, if the employee fails to meet required minimum position qualifications or performance requirements in the higher class, the County will return the employee to their prior rank and pay. Such employees will not serve another initial probationary period when returned to their prior rank and pay unless they have not already completed their initial probationary period.

- D. Nothing in this Section precludes an employee from requesting a voluntary demotion.

Section 8.3: Layoff or Reduction in Force

If there is a layoff or reduction in force that results in an employee being placed in a lower rank during their probation period or promotional probationary period and subsequently reemployed, the employee will be given credit for the portion of the probation or promotional probationary period completed.

Article 9: Contracting Out

The County retains the right to contract for FRD and/or DPSC's operations, pursuant to CBO Sec. 3-10-4(a)(4). If the County elects to contract out work, the County will provide notice to IAFF Local 2068 as soon as practicable. The Union may seek to negotiate alternatives to and the impact of the County's decision.

Article 10: Reduction in Force (Layoffs)

- A. The Union shall be notified of any proposed Reduction-in-Force ("RIF") affecting bargaining unit members within 30 calendar days of the County Executive's determination that a RIF should be implemented. The Union may propose alternatives to the anticipated RIF. The County agrees to meet and confer with the Union in good faith regarding said proposals.
- B. Should the County elect to implement a RIF that affects bargaining unit members, the RIF will be administered according to the procedures set forth in County Personnel Regulations Chapter 9, Lay-Offs. Compensation for these employees shall follow the guidelines outlined in County Personnel Regulations Chapter 9, as in effect on November 15, 2022.
- C. Members who have been laid off will be placed on a reemployment list. Reemployment shall follow the procedures outlined in County Personnel Regulations Chapter 9.

ORGANIZATIONAL SECURITY PROVISIONS

Article 11: Union Security & Union Activities

Section 11.1: Union Dues

A. Dues Deduction Authorization

Any bargaining unit member may at any time execute a payroll deduction authorization form as agreed to by IAFF Local 2068 ("Deduction Authorization Form"). IAFF Local 2068 will provide the County with certification that it has and will maintain a Deduction Authorization Form, signed by the individual from whose salary or wages the deduction or reduction is to be made ("Certification").

B. County's Obligation

The County shall begin deductions in the amount prescribed by IAFF Local 2068 (including any Union dues, fees or assessments permitted by law) in the first full payroll period after receipt of written Certification from IAFF Local 2068. The County agrees to deduct, once each biweekly paycheck, amounts certified to be current by the Secretary-Treasurer of IAFF Local 2068 from the pay of those employees who individually request in writing that such deductions be made. There will be a reasonable processing fee (which is currently \$0.25 per employee per pay period) set by the County deducted from each employee's dues deduction. The County shall only change the processing fee if it also changes the fee for all other employee organizations and shall provide 60 calendar days' notice and the opportunity for IAFF Local 2068 to comment on any proposed rate change.

C. Revocation of Authorization

The Deduction Authorization Form may only be revoked in writing by the employee. The revocation shall be on a form mutually agreed upon by the Union and the County. Upon receipt of the Revocation of Authorization form, the County will notify the Union of the revocation as soon as practicable. Revocations received too late to be processed in a given pay period will be put into effect for the subsequent payroll periods.

D. Indemnification

IAFF Local 2068 shall defend, indemnify, and hold harmless the County, its officers, and employees, from/for (a) any and all claims, demands, suits, or any other cause of action any third party, including employees, arising from deductions made based on representations of IAFF Local 2068; and (b) any and all claims, demands, suits, or any other cause of action made by an employee for deductions made based on representations of IAFF Local 2068 regarding changes or cancellations to the deduction authorization.

E. Reopener Clause

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

Section 11.2: Union Communication with Employees

A. New Employee Orientation

IAFF Local 2068 will be allowed representatives at all newly hired employee orientations where future bargaining unit members will be attending in accordance with CBO Sec. 3-10-11(f). The County will notify IAFF Local 2068 at least 30 calendar days in advance of such orientation sessions.

For newly hired employees of the FRD, IAFF Local 2068 will host a working lunch with future bargaining unit members during the last weeks of each training academy to give a presentation and answer questions from employees. The lunch will last at least 60 minutes but will be no longer than 90 minutes. The training academy director, or their designee, shall notify IAFF Local 2068 at least 30 calendar days in advance of the planned session. The lunch shall not interfere with instruction time or the normal operation of the training academy.

For newly hired employees of DPSC, IAFF Local 2068 will host a working lunch with future bargaining unit members during a mutually agreed upon date during the first five weeks of DPSC's training academy. The lunch will last no more than 60 minutes. The training academy director, or their designee, shall notify IAFF Local 2068 at least 30 calendar days in advance of the planned session. The lunch shall not interfere with instruction time or the normal operation of DPSC's training academy.

B. Union Visitation

For uniformed fire employees, the County agrees that Union representatives shall have reasonable access to non-secure areas of bargaining unit work locations to meet with bargaining unit members and conduct Union business while employees are on break, in a non-duty status, or when employees are on standby for emergency response. Representatives shall report to the supervisor or the supervisor's designee upon entering a facility. Such visitation shall not interfere with the normal operation of the FRD.

For employees of DPSC, the County agrees to provide access to McConnell Public Safety and Transportation Operation Center ("MPSTOC") to Union representatives for Union business. Such visitation shall not interfere with the normal operation of DPSC. The Union shall not conduct any business on the DPSC operations floor, and the Union shall meet with bargaining unit members only in the common areas of MPSTOC.

For purposes of this Section, "non-secure" means any area that the union representative has access to as either a private citizen or County employee.

C. Union Activities

No bargaining unit employee shall be discharged, disciplined, or discriminated against because of activity on behalf of the Union which does not interfere with the discharge of their duties or any assignments or violate any provisions of the Agreement or existing law.

FRD and DPSC agree not to assign confidential employee duties to the President, Vice President, Secretary, or Treasurer of the Union.

D. Union's Use of County Communication Infrastructure

Union representatives shall be permitted to use County email in accordance with Department of Information Technology ("DIT") policies to disseminate information to bargaining unit members

for the purpose of discharging official duties of the Union in accordance with CBO Sec. 3-10-11(e).

Section 11.3: Information Requests

A. Bargaining Unit Employee List

Except as otherwise provided in this section, each quarter of the year (January 10, April 10, July 10, and October 10), the County shall provide a written or electronic roster with the following information (to the extent that the information is in the County's possession): employee name, job title or classification, department, work location, and work email address of all employees in the bargaining unit. Along with the employee roster, the County shall provide an accompanying report indicating the accumulated amounts of IAFF Local 2068 dues deducted per employee.

B. Release of Information

Upon written request, the County shall provide IAFF Local 2068, within a reasonable period of time, information necessary for collective bargaining and the administration of this Agreement, including, but not limited to, information regarding hours worked, pay, and benefits of bargaining unit members, and specific operational information related to subjects covered by collective bargaining as that term is defined in the CBO Sec. 3-10-2; provided that such information is not restricted by law, confidential, or privileged.

Section 11.4: Details to Union Office

- A. The President of IAFF Local 2068 shall be detailed to a full-time position at Public Safety Headquarters for the purpose of discharging official duties of the Union. The President of IAFF Local 2068 shall continue to earn base wages, benefits, and applicable stipend equivalent to a day-work assignment and position. In the event that the President chooses not to be detailed to Public Safety Headquarters, or chooses to return to their regular duties, is incapacitated or is on extended military leave, the President may appoint a designee from the Union's Executive Board in their place. With pre-approval, the President is permitted to work voluntary overtime. The President shall accumulate seniority and receive all benefits afforded to day-work employees.
- B. One additional employee, chosen by the IAFF President, shall be detailed to a full-time position at Public Safety Headquarters to assist the IAFF President in performing their duties (including performing representative functions such as assisting with grievances and disciplinary matters). The same conditions granted above to the President of IAFF shall be extended to this employee.
- C. Nothing in this section shall be interpreted to require the two Union representatives cited above, detailed to Public Safety Headquarters, to be required to spend any set amount of their work time at Public Safety Headquarters.

D. The President and their designee shall be required to meet the following minimum requirements while detailed out of operations:

1. Respond to an emergency recall;
2. Maintain uniform and required certifications (e.g., EMT);
3. Maintain medical rating sufficient to work in field operations;
4. Attend court when required by subpoena;
5. Report usual and customary changes for personnel records;
6. Adhere to Department grooming standards while the member is in the usual and customary in-service training;
7. Attend basic in-service training required for the member's grade or rank. The time of attendance shall be by mutual agreement;
8. Maintain a valid state driver's license;
9. Adhere to basic laws and the standards of conduct set forth in this Agreement; and
10. Adhere to the operational service time requirements as applicable pursuant to this Agreement for the employee's grade or rank similar to other administrative positions.

Section 11.5: Union Leave

- A. IAFF Local 2068 shall have a Union Business/Seminar Official Time Bank of a maximum of 750 hours per fiscal year to conduct union business (including, but not limited to, attending, preparing for, or traveling to meetings, training, conventions, or seminars). Once such leave is exceeded, annual leave, compensatory leave, or leave without pay may be used by the IAFF President and/or designee for such purposes. *De minimis* actions (less than 15 minutes) will not be required to be logged or be counted against the time bank. This time bank shall replace the PPAPP 39, Employee Advisory Council Members and Officers of Authorized Employee Organizations – Allowable Activities and Leave Usage, 240-hour administrative leave bank.
- B. The employees shall use the appropriate internal order for time used from this bank. Unused hours from this bank will not carry over to the following calendar year. All requests for Union business official time pursuant to this section are subject to approval of the Fire Chief or DPSC Director or their designees and shall not be unreasonably withheld. IAFF Local 2068 will provide written notice at least one week (seven calendar days) in advance, when practicable.
- C. Time spent by union members performing duties related to discipline, investigations, contract disputes, or grievances will not count towards the Union Business / Seminar Official Time Bank, pursuant to CBO Sec. 3-10-5(c) and as addressed otherwise in this agreement.
- D. Employees who, upon the request of IAFF Local 2068, are excused from their regular assignment for the purpose of participating in negotiation sessions with representatives of the County shall suffer no loss of pay or leave. This provision shall be limited to six employees at one time.

Section 11.6: Union Apparel and Insignia

Union members shall be permitted to wear Union apparel to and from work as well as on duty while conducting physical fitness. Additionally, Union members shall be permitted to wear Union insignia on duty on their department-issued jacket if the insignia reasonably conforms to safety standards of the department in accordance with Article 15 of this Agreement.

IAFF Local 2068 insignia or stickers may be placed upon County-owned apparatus and County-owned work location(s) in which bargaining unit members work, so long as it does not interfere or distract from the primary identification of the FRD. IAFF Local 2068 insignia or stickers may not be placed at MPSTOC.

IAFF Local 2068 insignia or stickers may not be placed upon volunteer-owned apparatus or at work locations unless the volunteer organization provides written consent.

Article 12: Bulletin Boards

Section 12.1: Provision of Bulletin Boards

The County shall provide a non-electronic bulletin board for the use of IAFF Local 2068 in each permanent work location of the members of the bargaining unit at a convenient location accessible to employees.

Section 12.2: Permissible Postings

Materials posted on the bulletin boards marked "IAFF Local 2068" shall be limited to Union postings of interest to employees. With the exception of postings related to internal Union elections, no political postings, or candidate endorsements shall be posted. The parties agree that, for purposes of this Agreement, political postings do not include information related to pending or adopted legislation or legislative meetings related to the terms of employment of bargaining unit employees. All postings shall comply with the Standards of Conduct set out in the County's Personnel Regulations. The Union agrees to promptly remove any material in violation of this Article upon notification by County Management.

Article 13: Quarterly Information

Section 13.1: Available Information

The Departments will update quarterly and make the following information available electronically to the President of IAFF Local 2068.

1. The number of authorized positions for each rank within the bargaining unit.
2. A roster that includes the name, rank and assigned work location and shift of bargaining unit employees along with identifying the minimum staffing of bargaining unit employees for each work location listing the current available vacant positions.

3. Data related to operational performance, including the number, types, and wait time of calls received by DPSC, and the number, types, and response time for calls responded to by FRD.
4. For bargaining unit members, data showing gross number of holdover, mandatory overtime and voluntary overtime hours, if available.
5. For bargaining unit members, data showing gross number of hours by type of leave taken.
6. For bargaining unit members, data showing callback hours.

Section 13.2: Confidential Personnel Information

The Union acknowledges and agrees that the President of IAFF Local 2068 will be afforded access to confidential personnel information in connection with the reports set forth in Section 13.1. The Union agrees to limit dissemination of this confidential personnel information to the Union's Executive Board.

Article 14: Distribution of Agreement

The County shall provide a copy of the Agreement including all Appendices by way of an electronic copy that will be distributed via email to all members of the bargaining unit and maintained on the County's intranet.

Article 15: Uniforms

Section 15.1: FRD Uniforms

- A. Bargaining unit member's uniforms shall be issued, worn, and replaced in accordance with SOP 03.01.03, Uniforms, as in effect on January 30, 2023, except for the following changes: Employees shall notify their supervisor if their uniform becomes unsafe, worn, or no longer meets the department's appearance standards.
- B. The County shall make available uniform items that are sized and cut for women, pregnant employees, and employees with a disclosed disability that prevents them from wearing the standard uniform.
- C. Members shall be allowed to wear pre-approved company designed and purchased t-shirts, sweatshirts, hooded garments, baseball caps, knit caps, and boonie hats in accordance with FRD SOP 03.01.03. Any denials shall be communicated in writing to the Union President and submitting member(s) within 14 calendar days.
- D. T-shirts must be 100% cotton or other Department-pre-approved material. All apparel must be navy blue and clearly identify the individual as a member of the FRD through a company patch or department seal.
- E. When any member below the rank of Battalion Chief is performing operational duties, they may wear a class D uniform.

- F. Employees shall be authorized to wear Department-issued or Department pre-approved job shirts (Department-issued or pre-approved sweatshirt and Department-issued or pre-approved outerwear) any time during their work shift. The County may require employees to wear a Class A, B, or C uniform during events and activities such as school visits, formal events, meetings with senior managers or County officials, indoor training, etc. Members may continue to purchase and wear embroidered Carhartt chore coats or similar coats, pre-approved by the Department, as well as other outerwear with embroidery or screen printing, that is navy blue or black, with the chore coat specifications amended to include allowing both the FCFD or FCFRD logo on the back.
- G. Employees are required to present themselves in a professional appearance anytime they are interacting with members of the public.
- H. Employees shall be ready and dressed in appropriate department issued or authorized clothing, coverall, or gear upon relieving off going personnel, placing themselves on the unit roster, and for the duration of their scheduled shift.
- I. The County will provide three sets of Class C uniforms upon initial hire and will provide members with replacement uniforms on an as-needed basis.
- J. The County 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.
- K. Employees can personally purchase work safety shoes as long as they are ASTM/OSHA compliant to wear on duty as long as they follow the all-Black or Black with Dark Gray color scheme. This will not be reimbursed by the Department and will have to be maintained as in any other uniform articles.

Section 15.2: Union Apparel and Insignia

- A. Employees are permitted to wear an IAFF, Virginia Professional Fire Fighters (“VPPF”), and/or Local 2068 pin on the Class A, B, or C uniform.
- B. Employees are permitted to display one Union, company, or section patch on the right shoulder of the Class A blouse, Class B blouse, and Class C uniform, and any personally purchased outerwear. Such patches shall be no greater than 4 inches in width and five inches in length.
- C. All Union Members shall be permitted to wear the International, Commonwealth or Local emblem of the IAFF on long and short sleeve t-shirts, outerwear, in the form of a patch on their button up or Class A uniform, a pin on their Class A uniform, or a hat with the emblem of the IAFF, consistent with FRD SOP 03.01.03. Such patches shall be no greater than four inches in width and five inches in length.

Section 15.3: DPSC Uniforms

DPSC Members will not be required to wear DPSC-issued uniforms. Members will be expected to wear casual attire in accordance with DPSC SOP 1.2.2, **Civilian Clothing & Personal Appearance**, as in effect January 21, 2022, with the following revisions:

- A. All DPSC employees will be provided with at least one short sleeve agency issue polo shirt for use at outreach events, to be worn with casual style or cargo-style pants (“Dockers” type) which must be either tan, black, or navy blue or jean style in tan, black, or blue denim. Items shall be free of rips, tears, patches, or embellishments (other than standard manufacturer rivets and labels.) Tactical 5.11 pants in tan, black, or navy blue are also permitted.
- B. Shorts may be worn only with a polo shirt with the following parameters: Must be purchased by employee, are the 5.11 Tactical or similar style shorts with a minimum 9.5-inch inseam in either black, navy blue, or tan in color.
- C. Stud nose piercings will be allowed not to exceed 1/8 inch in diameter.

GENERAL EMPLOYMENT PROVISIONS

Article 16: Outside Employment

Outside employment shall be governed by County Personnel Regulations Chapter 4, Pay Plan, Hours of Work and Overtime, and Chapter 16, Conduct and Discipline, Addendum 1, as in effect on November 15, 2022, and Va. Code § 2.2-3100 *et seq.* with the following addition:

If the County does not disapprove of an employee's request within a 14-calendar day period, the employee is entitled to the assumption of County approval and is free to engage in the requested outside employment.

Article 17: Polygraphs

No member of the bargaining unit shall be compelled by the County to submit to a polygraph, lie detector test, or any other mechanical or physical device or test for the purpose of determining veracity, hereinafter collectively referred to as a “polygraph examination,” against their will. This provision does not apply to criminal investigations.

Neither FRD nor DPSC will discipline or retaliate against a member for refusing to submit to a polygraph examination.

Article 18: Employee Rights During Investigations

- A. FRD bargaining unit employee rights during an investigation shall be as set forth in FRD SOP 01.03.03, Internal Investigations, dated January 13, 2023.
- B. DPSC bargaining unit employees shall adhere to County Personnel Regulations Chapter 16, Conduct and Discipline. DPSC members shall receive the same Notice of Right to Union Representation form as FRD bargaining unit employees.
- C. In addition, the following shall apply to members of the bargaining unit:
 - 1. Upon request by the employee, Professional Standards Officers shall not be armed while conducting an interrogation or interview.
 - 2. The use of polygraphs shall be consistent with the Article 17 of this Agreement.

Article 19: Residency

There shall be no residency requirement for employees in the bargaining unit.

Article 20: Personnel Files

Section 20.1: General

Bargaining unit members will have access to view and respond to the documents in their personnel files in accordance with the provisions of this Article.

Section 20.2: Disciplinary Actions and Response Materials

- A. Formal disciplinary actions, which include written reprimands and above, will remain in the member's personnel file. Formal disciplinary actions more than three years old will not be considered in determining discipline to be imposed for subsequent violations of County policies and procedures unless the employee commits the same or similar offense within three years of the date of the last formal disciplinary action. Bargaining unit members may submit written responses to any disciplinary action.
- B. Members may also submit a reasonable amount of correspondence originating from other sources directly related to their job performance. To submit either for inclusion in their respective Departmental file and their official Department of Human Resources ("DHR") file, employees shall send the items to the HR Division Chief for DPSC or Director of Policy and Grievance Administration for FRD. The materials will be placed in the respective Departmental file and forwarded to DHR within five business days for inclusion in the official DHR file within 30 business days from date of receipt by DHR.

Section 20.3: Review of Personnel Files

Bargaining unit members have the right to examine the contents of their official personnel file maintained by the County during regular business hours by appointment, Monday through Friday excluding County holidays, by providing five business days advance written notice to the DHR – HR Central email inbox.

Article 21: Adapting to Technological Changes

The parties recognize that during the life of this Agreement, there may be improvements or advancements in technology that may impact bargaining unit members. If the technology is to be used by employees to perform their job functions, the County will proactively train current members of the bargaining unit on the new technology or new implementation at least 30 calendar days prior to implementation when practicable.

If the County's final adoption of such technological advances will result in a decrease in size or composition of the bargaining unit, that results in a layoff or a reduction in force of employees, the County will follow the layoff procedures set forth in the RIF Article of this contract.

Article 22: Verification of Employment

Verification of employment shall only be provided by the appropriate County or department HR representative. Without the employee's written consent, only the following information will be released:

1. Confirmation of dates of employment (if the requestor specifies dates in its request);
2. Whether currently employed;
3. Agency;
4. Rate of pay; and
5. Position title.

Article 23: Job Description-Classification

- A. Employees shall have access to bargaining unit FRD and DPSC position descriptions and all County class specifications.
- B. Classification/reclassification of positions, position descriptions, and class specifications are exclusively management rights. For encumbered positions, classification/reclassification decisions and changes to position descriptions, and updates to class specifications are subject to effects bargaining.
- C. FRD and DPSC will share any changes to encumbered bargaining unit FRD and DPSC position descriptions or class specifications with the union at least 10 business days prior to implementation of the changes made to position descriptions or class specifications. This does not remove the County's obligation to engage in effects bargaining.

Article 24: Specialty Designations

A specialty is a designation carried by the bargaining unit member. Examples include:

1. Any designation in staffing software (i.e., Telestaff) not listed below;
2. Driver of apparatus (ambulance, engine, truck, tower, rescue, tiller, tractor, tanker, etc.);
3. ALS provider;
4. Technical Rescue;
5. Hazmat;
6. Safety Officer;
7. EMS Specialist;
8. Acting Command Officer;
9. Police Dispatch;
10. Fire Dispatch; and
11. Teletype.

The County shall ensure that any specialty certification or training record submitted is correct and will notify the member as soon as possible if it is incorrect and shall work in good faith with the member to rectify the issue.

Article 25: Facilities

- A. The County agrees to furnish and maintain, in proper working condition, those items or facilities provided for all bargaining unit employees as of the effective date of this Agreement. When identified by FRD or DPSC as needing replacement, the following items will be replaced: mattresses, microwaves, refrigerators, tables and chairs, washers and dryers, and cookware.
- B. In the event that an FRD work location becomes infested with fleas, bed bugs, lice, mold, or mildew, the County will move swiftly to address the problem, and limit future potential exposure for members until the issue is fully resolved.
- C. FRD will make reasonable efforts to provide one refrigerator/freezer combo per shift at each fire station.
- D. The County will provide at least one dishwasher at each fire station.
- E. The County will provide one filtered water fountain at each fire station with the capability to fill water bottles. At locations where filtered water fountains do not exist, they will be provided for upon renovation or new construction.
- F. Where space permits, fire stations will be equipped with a range (electric preferable) and Standard Oven Base, and appropriate ventilation. The County will make reasonable efforts to install such equipment, keeping in mind that in many cases, this will require a complete kitchen redesign as well as invasive and costly base building systems to meet code

requirements. These improvements will be made when FRD budgets are approved for such improvements.

- G. FRD will provide a minimum of two clothes washers and two dryers per fire station. These improvements will be made when FRD budgets are approved for such improvements.
- H. The County will provide a locker for each uniformed FRD members' personal effects in each fire station.
- I. Apparatus bays shall continue to be equipped with exhaust removal systems.
- J. All quarters shall have heating, air conditioning, hot water, sanitary living conditions, and sanitation facilities. In addition, the following conditions shall be repaired and maintained at fire stations and MPSTOC:
 - 1. All electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities, and appliances, including elevators will be maintained in good and safe working order;
 - 2. Necessary repairs, as determined by the County, will be made to stations and MPSTOC;
 - 3. Where there is visible evidence of mold, the County shall make reasonable efforts to promptly remediate the mold conditions and reinspect the facility to confirm that there is no longer visible evidence of mold;
 - 4. The County will supply running water and reasonable amounts of hot water;
 - 5. Every place used for the preparation or distribution of any food shall be properly lighted, drained, plumbed, and ventilated;
 - 6. The County shall provide written notice prior to the application of an insecticide or pesticide. Employees who have concerns about specific insecticides or pesticides shall notify the County as soon as possible before the scheduled insecticide or pesticide application;
 - 7. The County will provide and maintain appropriate receptacles and conveniences for the collection, storage, and removal of garbage;
 - 8. The County will ensure all FRD and DPSC facilities have passed Fire Prevention Code Permit inspections;
 - 9. The Union may request signage in front of fire stations indicating that this is a work location that includes bargaining unit employees represented by IAFF Local 2068. Any signage must be agreed to by FRD prior to any placement in the front of fire stations;
 - 10. FRD and DPSC shall identify and make known areas within work sites that are suitable for lactation in accordance with Procedural Memorandum 39-02, Employment Policies and Procedures Relating to Pregnancy and Childbirth; and
 - 11. Personal lockers and bunk rooms will not be entered by members of the public unless authorized by a supervisor or manager and advance notice is given to working employees.

Article 26: Relief of Duty for Cause

To the extent not inconsistent with this Agreement, FRD members shall follow FRD SOP 02.04.03, Fitness for Duty, as in effect on August 6, 2021.

Article 27: Progressive Discipline

Section 27.1: General

- A. **Just Cause:** No member of the bargaining unit shall be disciplined or discharged without just cause. The disciplinary procedures prescribed herein shall be applicable to those employees of the competitive service assigned to a merit position. Employees are not covered by the rules of progressive discipline until they have completed their probationary period and may be terminated without benefit of this procedure.

- B. **Types of Disciplinary Actions:** The types of disciplinary actions that may be taken shall include only oral reprimand, written reprimand, suspension without pay, disciplinary demotion, or dismissal. The type of disciplinary action taken shall be determined by the severity of infraction and review of the employee's work record.

- C. **Mitigating or Aggravating Factors:** The County agrees to give due consideration to any mitigating and/or aggravating factors, in deciding to administer disciplinary action. Nothing in this Article prohibits the County from dismissing an employee for a first-time offense if the misconduct is egregious, or from imposing more severe discipline based on the nature of the misconduct.

Section 27.2: Reprimands

- A. **Oral Reprimands:** An oral reprimand is considered an informal warning and shall be recorded in the member's agency personnel file. Oral reprimands are not grievable under County Personnel Regulations Chapter 17, Grievance Procedure, nor under the Dispute Resolution Procedures under this Agreement.
 - 1. The Oral Reprimand form FRD-133 (for FRD), or the DHR Oral Reprimand Template in PPAPP 21, Oral and Written Reprimands, (for DPSC) shall be filled out by the supervisor. The employee shall be provided the opportunity to review and rebut the contents of the oral reprimand.
 - 2. The supervisor will inform the employee of their right to have a Union representative present at the time of the employee being informed of their oral reprimand.

- B. **Written Reprimands:** A written reprimand is considered a formal warning. It shall be administered when the supervisor determines that the offense is severe enough that a formal written record should be placed in the employee's official personnel file, or when the employee has failed to correct the problem despite previous oral reprimand(s). Written reprimands are eligible to receive an advisory decision from a hearing officer under County Personnel Regulations Chapter 17. Alternatively, members may file a dispute under the Contract Dispute Resolution procedures outlined in Article 32.

Section 27.3: Investigations of Employee Conduct

- A. The County shall provide the member with a Form 297 as in effect on November 15, 2022 notifying the member of an investigation within 20 business days from the date of the incident, or within 20 business days following the time when the FRD Fire Chief or FRD Assistant Chief(s) or for DPSC, the DPSC Director, or DPSC Assistant Director(s) should have reasonably known of its occurrence, whichever occurs later.
- B. The parties recognize the importance of completing an investigation of a bargaining unit employee in as timely a manner as possible. However, when an FRD employee has been the subject of an investigation, the determination will be made in accordance with FRD SOP 01.03.03, Internal Investigations. When a DPSC employee has been the subject of an investigation, the determination will be made in accordance with County Personnel Regulations Chapter 16, Conduct and Discipline. Whenever the County proposes to discipline an employee, excluding oral and written reprimands, the County shall comply with the provisions of County Personnel Regulations 16.6, Criteria for Advance Notice Letter.
- C. If the employee responds to the Advance Notice Letter, the Employer must carefully consider the response and decide:
 - 1. If the proposed disciplinary action should be taken;
 - 2. If no disciplinary action should be taken; or
 - 3. If a different disciplinary action should be taken.

If DPSC or FRD decides that a more severe disciplinary action is appropriate, an amended Advance Notice should be issued in compliance with Personnel Regulations 16.6, Criteria for Advance Notice Letter.

Section 27.4: Access to Records

The County shall provide the employee or their counsel or chosen representative, without charge, with a transcript of any interrogation of the employee, if one is made, and the employee so requests a copy in writing. Nothing in this subsection requires the County to record an interview or to transcribe a recorded interview.

Article 28: Minimum Staffing Notifications

At any point in time in which the Department, for 24 hours or longer, removes, converts, browns out, blackouts, or disbands a unit, team, station or apparatus, including, but not limited to, moves that limit services citizens rely on from ALS providers, and specialty teams, the County shall notify the Union President as soon as practicable.

Article 29: Fire Investigations Section Provision

The following provisions shall apply to the Fire Investigations Section (“FIS”) of the FRD.

A. Equipment

2. FIS members shall receive duty equipment as determined by the Department.
3. Investigatory tools shall be provided as determined by the Department.
4. An FIS employee shall be provided with PPE and additional clothing to include: a duty belt, a hat, one winter coat, one pair of winter coveralls and one pair of warm weather coveralls.

B. The County shall abide by Va. Code, Title 27.

C. To ensure the safety of members, FIS members shall not be required to work alone at the scene of an investigation.

D. The County shall cover the costs of required FIS member training and (re)certification for those assigned to Fire Investigations Section.

E. The County shall endeavor to comply with NFPA 1321.

Article 30: USAR

Members of the bargaining unit who are engaged in Urban Search and Rescue (“USAR”) training, work, and administrative duties shall be covered under the terms of this Agreement except when not possible due to the nature of such work. The following provisions apply to members of the USAR team:

1. Members of the USAR team shall be exempt from maximum hours worked restrictions when deployed; and
2. When USAR members are detailed out of operations, they shall continue to receive 12 hours of pay for 8 hours of training (i.e., 24-hour shift covers 2 consecutive days of 8-hour trainings).

DISPUTE RESOLUTION AND ARBITRATION

Article 31: Alternative Dispute Resolution

Section 31.1: Alternative Dispute Resolution Services

The County’s Office of Alternative Dispute Resolution (“ADR”) provides Fairfax County Government employees with information, training, and neutral third-party services to prevent, address and resolve workplace conflicts. Available services include consultations, conflict coaching, mediation, facilitated conversations, and team processes. ADR services are completely voluntary and confidential. Exceptions to confidentiality are allegations of abuse or neglect of children or other vulnerable individuals, criminal activity, gross violation of County policies (including allegations of discrimination, harassment, and/or retaliation), and threats of future harm to self or others.

Bargaining unit employees covered by this Agreement may request ADR services, subject to ADR's established policies and practices, as may be amended by the ADR program. ADR staff retain the right to determine the appropriateness and availability of ADR Services. Such ADR services are not intended to be the exclusive method of mediation between IAFF Local 2068 or its bargaining unit employees and the County.

Section 31.2: Confidentiality and ADR

Confidentiality is a core principle of the ADR program. In order to maintain ADR's confidentiality mandates, ADR staff and practitioners shall not be required to notify the County or the Union of a member's request for or participation in ADR services nor matters discussed during any ADR service.

The ADR staff and practitioners are not an investigative body, do not make findings of fact, do not assess discipline, and will not determine the outcome of any Dispute, as defined under the Dispute Resolution Procedure provision of this Agreement. ADR staff and practitioners will not provide neutral third-party services in any cases where a Dispute or prohibited practice charge is currently pending. Therefore, ADR staff and practitioners are not required to provide the Notice of Right to Union Representation Form to employees who request or participate in ADR services.

ADR staff and practitioners cannot be called as witnesses or compelled to testify in any proceeding regarding the request for or receipt of ADR services, nor the matters discussed during any ADR service, except as required by law.

Article 32: Dispute Resolution Procedure

Section 32.1: No Reprisal

The parties recognize that bargaining unit employees, the Union, and the County 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 IAFF Local 2068 representative for exercising rights under this Article.

Section 32.2: Filing of Disputes

A. The term "Dispute" means any disagreement concerning:

1. The administration or interpretation of the terms of this Agreement, including discipline issued pursuant to Article 27 of this Agreement; the County's Personnel Regulations; or any written policy affecting the terms and conditions of bargaining unit members' employment; or
2. An action by the County or by IAFF Local 2068 that violates the language of this Agreement.

- B. When filing a Dispute, the filing party at each step must include, in writing, the following information:
1. A statement of facts surrounding the Dispute, including the date of the alleged event(s) giving rise to the Dispute;
 2. Contentions of the filing party;
 3. The specific provision(s) of this Agreement, the County's Personnel Regulations, or any written policy allegedly violated;
 4. The remedy sought; and
 5. If applicable, the extent to which the filing party has sought a settlement of the Dispute.
- C. The party filing a Dispute can meet the requirement of providing the information in Section B(2) of this Article at each step by providing a copy of the Dispute, which includes the requisite information, along with a statement that the Dispute is being moved to the next step in the dispute process.
- D. Any Dispute filed by the County will be filed directly at Step 3 of the procedure below and will be submitted in writing to the IAFF Local 2068 President. Any Dispute filed by IAFF Local 2068 shall be filed directly at Step 3 with the Fire Chief or DPSC Director.

Section 32.3: Election of Remedies

If a Dispute filed by or on behalf of a bargaining unit member also meets the definition of a "grievance" under Va. Code § 15.2-1507, the employee must elect to file their claim under either the County Personnel Regulations Chapter 17, Grievance Procedure, if covered, or the procedures outlined in this Article. An employee's initial election to file a Dispute or grievance shall be binding and irrevocable at the time of the initial filing of the Dispute or grievance. That is, when an employee elects to pursue a Dispute remedy under this Article, the employee is waiving any right the employee may have to pursue the matter under County Personnel Regulations Chapter 17.

Section 32.4: Dispute Resolution Procedure

Step 1

The Union or an employee shall submit a Dispute, in writing, to the employee's first line supervisor within 20 business days of the date the employee knew or reasonably should have known of the facts giving rise to the Dispute. The supervisor shall meet with the filing party within 30 calendar days of receipt of the Dispute. No resolution reached as a result of the Step 1 meeting or discussion shall be a precedent for any purpose. Any withdrawal of a dispute at Step 1 shall be in writing. The supervisor shall respond in writing within 14 calendar days of the Step 1 meeting.

Step 2

If the Dispute is not settled at Step 1, the filing party may submit the Dispute to the employee's FRD Division Supervisor or an Assistant DPSC Director within 14 calendar days of receipt of the Step 1 decision. The filing party shall send a copy of the Dispute to the County Labor Relations Division at hrlaborrelations@fairfaxcounty.gov. The FRD Division Supervisor or Assistant DPSC Director or their designee shall meet with the filing party within 14 calendar days after receipt of the Step 1 appeal. Any settlement or withdrawal of a Dispute at Step 2 shall not be a precedent for any purpose. The FRD Division Supervisor or Assistant DPSC Director shall render a written decision within 14 calendar days after the receipt of the Step 1 Dispute.

Step 3

If the Dispute is not settled at Step 2, the filing party may submit the Dispute to the Fire Chief or DPSC Director within 14 calendar days of receipt of the Step 2 decision. The party shall send a copy of the Dispute to the County Labor Relations Division at hrlaborrelations@fairfaxcounty.gov. The Fire Chief or DPSC Director, or their designee, shall meet with the filing party within 14 calendar days after receipt of the filing party's Step 2 Dispute. Any settlement or withdrawal of a Dispute at Step 3 shall not be a precedent for any purpose, unless the parties specifically so agree or develop an agreement to dispose of future similar or related Disputes. The Fire Chief or DPSC Director shall render a written decision within 14 calendar days after the Step 3 meeting.

Step 4 Arbitration

If the dispute is not resolved at Step 3, IAFF Local 2068 or the County may submit the Dispute to arbitration by providing written notice to the other party within ten calendar days of the Step 3 decision. Only IAFF Local 2068 can invoke arbitration on Disputes initially filed by bargaining unit employees or IAFF Local 2068. Only the County can invoke arbitration on Disputes initially filed by the County.

Section 32.5: Time Limits

Time limits for the processing of Disputes are intended to expedite handling of Disputes and may be extended, in writing, upon mutual agreement but, if not so extended, must be observed. After the initial filing of a Dispute, failure of any party to comply with all substantial procedural requirements of this Article without just cause shall result in a decision in favor of the other party on any issue within the scope of the definition of Dispute, provided the party not in compliance fails to correct the noncompliance within ten business days of receipt of written notification by the other party of the compliance violation. Such written notification by IAFF Local

2068 or a bargaining unit employee shall be made to the Fire Chief or DPSC Director with a copy to the County Labor Relations Division at hrlaborrelations@fairfaxcounty.gov.

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

Section 32.6: Arbitrator Panels

- A. A request for arbitration shall be submitted within the specified time limit for appeal. If a Dispute is submitted to arbitration, the arbitrator will be selected from a standing panel composed of persons agreed upon by the parties using a strikethrough method. Within 30 business days of approval of the tentative agreement in accordance with CBO Sec. 3-10-13, the Union and the County will each submit 12 names for the panel. The parties will alternate strikes, and the final panel will consist of 12 panel members and will be comprised only of members of the National Academy of Arbitrators who have a business address within a 300-mile radius of the Fairfax County Government Center. Once the panel make-up is determined, Arbitrators will be placed on the panel by the parties with the parties alternating placement on the panel. Whenever an arbitrator is replaced, the newly added arbitrator will take the same spot on the rotation as the arbitrator they are replacing.
- B. At least 60 calendar days prior to the expiration of this Agreement, one or both parties may provide written notice to the other that it no longer consents to retaining a particular member(s) of the arbitration panel. Any time there is a vacancy, the parties shall fill the panel vacancy by mutual consent. If the parties are unable to agree on a replacement arbitrator, they shall request a list of seven arbitrators who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service and shall select a replacement through the process of alternating strikes. Panel members cannot be removed by the parties if they are actively involved in an arbitration.
- C. All arbitrators shall serve for the term of this Agreement and shall continue to serve for up to six months thereafter, unless the parties otherwise mutually agree.
- D. The parties may, upon mutual agreement, in order to avoid loss of available hearing time, schedule alternate cases to be heard in the event of late settlement or withdrawal of Disputes before a hearing. In the case of disciplinary or adverse actions, up to three alternate cases may be scheduled on a day. In the case of contractual disputes, up to three alternate cases may be scheduled on a day. Alternate case scheduling is by mutual agreement. If all the cases are not able to be completed at the arbitration hearing, they should be scheduled with the next available arbitrator at the earliest reasonably available date. If a case cannot be completed on the date of hearing, then a continuance date shall be scheduled with the same arbitrator at the earliest possible date.
- E. In the event that either party withdraws a case or requests to postpone a hearing on a date that would incur an arbitrator's cancellation fee, the withdrawing/postponing party shall pay the full cancellation fee for that date. In the event that the parties settle a case close enough to

arbitration that it would incur an arbitrator's cancellation fee, the parties shall share the cancellation fee evenly.

- F. Arbitrator assignments will be considered made at the time of invocation of arbitration of a Dispute and will cycle through the panel in the established order, unless otherwise agreed to by the parties. The County, in consultation with the Union, will be responsible for maintaining appropriate dockets of disputes, as appealed, and for administrative functions necessary to assure efficient scheduling and hearing of cases by arbitrators. The County will establish a numbering system for Disputes that are received at Step 2, and such number will identify the Dispute at Step 2 through arbitration.
- G. The arbitrator in any given case should render an award no later than 45 calendar days after the close of the record in the case.

Section 32.7: Arbitration Procedures

- A. Parties shall make every effort to schedule arbitration of the matter as expeditiously as possible. The parties will provide witness lists to each other at least ten business days prior to a scheduled arbitration hearing. The non-filing party to the Dispute shall be required to raise any procedural and/or arbitrability defenses no later than 30 calendar days prior to the scheduled arbitration hearing.
- B. The arbitration hearing will be held, if possible, at the Fairfax County Government Center during regular business hours on a regular business day. The decision of the arbitrator shall be considered an award pursuant to the Virginia Uniform Arbitration Act. All decisions of an arbitrator will be final and binding, except as provided for in Va. Code §§8.01-581.010 and 8.01-581.011.
- C. The arbitrator is restricted to making a determination specifically on the issues submitted. When the parties do not agree on the issue, the arbitrator shall have the power to frame the issue taking into account the issues submitted by each party.
- D. Arbitrators shall have no power to add to, detract from, or alter in any way the provisions of this Agreement, the County Code, the County's Personnel Regulations, or any written policy affecting the terms and conditions of bargaining unit members' employment. The arbitrator shall have no power to award litigation fees, costs, or expenses, or compensatory or punitive damages, including attorneys' fees.
- E. The arbitrator shall have the authority to make all arbitrability determinations and shall make all arbitrability determinations prior to addressing the merits of the original Dispute; however, in order to avoid unnecessary delay, arbitrability and merits issues shall be presented as part of a single hearing.
- F. The moving party shall proceed first in arbitration hearings. The County shall be considered as the moving party in Disputes appealing disciplinary action taken by the County. In all other

cases, the filing party shall be considered to be the moving party. For purposes of this Article, an unsatisfactory service separation shall be classified as a contract dispute.

- G. All expenses involved in the arbitration proceedings (i.e., arbitrator fees and arbitrator hearing transcripts) shall be equally shared between both parties, unless indicated otherwise in this Agreement. Except as set forth above, the parties shall bear their own fees and costs. At any arbitration, any time spent by bargaining unit employees serving as witnesses or representatives shall be without loss of pay or leave. The County may, with the assistance of IAFF Local 2068, adjust the regular work schedules of witnesses and representatives so that the employees' regularly scheduled hours coincide with the hearing schedule.
- H. If multiple bargaining unit employees file identical Disputes, IAFF Local 2068, at its election, may decide, at any time between the filing of the Dispute(s) and invocation of arbitration, to consolidate the Disputes for presentation and representation by IAFF Local 2068.

Section 32.8: On-Duty Time

An employee or a Union representative may present a Dispute while on duty, provided such use of on-duty time is reasonable in duration and does not interfere with County or departmental operations.

Section 32.9: Exclusions

The Union or employees may not file Disputes over the items listed in County Personnel Regulations Chapter 17.3-3 and 17.4, excluding written reprimands. This exclusion is not intended to and shall not prevent bargaining unit employees or IAFF Local 2068 from filing Disputes over alleged violations of this Agreement that relate to the same topics. In addition, as set forth in Article 8 of this Agreement, probationary employees do not have access to the Dispute procedure set forth in this Article.

Article 33: Joint Labor-Management Committee

Section 33.1: Purpose

The purpose of the Joint Labor-Management Committee ("JLMC") shall be to study and discuss possible solutions to matters of mutual concern affecting labor-management relations.

Section 33.2: Representation

The JLMC shall consist of four members as selected by the Union and four members as selected by the County Executive or their designee. The Union or the County may substitute members where necessary, but continuity of membership is preferred. Members shall serve for the term of this Agreement. Each side shall select at least one member from DPSC. Three voting members

from the Union and three voting members from the County will be required to establish a quorum. In the absence of a quorum, the parties will reschedule the JLMC meeting.

- A. The Union voting representatives on the JLMC shall be considered to be on a detail if scheduled to work during these meetings.
- B. Each side may have up to two additional non-voting participants attend each meeting.
- C. No additional compensation or overtime shall be paid for attendance at JLMC meetings.

Section 33.3: Chair

The responsibility for chairing meetings shall alternate each meeting between the Union and the County. Each party will determine whether their chair assignment will be permanent or will rotate among their members.

Section 33.4: Authority

Matters of mutual concern, including conditions tending to cause misunderstandings, shall be considered and recommendations may be made to either the County or the Union, or to both, by the persons present at any JLMC meeting. This Committee shall have the authority to make non-binding recommendations to the Union and the Fire Chief, DPSC Director, County Executive, or their designee(s). This committee shall have no power to add to or amend this Agreement or to discuss or adjust any grievances or contract disputes.

Section 33.5: Reporting

Topics will be documented as they are discussed. Any procedures or recommendations developed from these meetings will be communicated to the proper group (e.g., Negotiating Committee, the Apparatus Committee, etc.). Drafts of the meeting minutes will be maintained by one designated representative from each party. To encourage a frank and open discussion, prior to the start of any JLMC meeting the members will vote on what issues being discussed should be considered confidential.

Section 33.6: Date and Time of Meetings

Meetings will be held once a quarter, and they shall be limited to no more than four hours. At the first meeting, a specific day and time shall be selected for future meetings. Every attempt shall be made to keep to such a schedule, realizing that some flexibility is necessary. The parties may mutually agree to meet on a more frequent basis. Members who are not otherwise scheduled to work may attend meetings virtually.

Section 33.7: Agenda

An agenda shall be provided to members one week prior to the meeting. The party chairing the meeting shall be responsible for creating and distributing the agenda. Topics not on the agenda shall not be discussed but rather shall be placed on the agenda for the next meeting. The agenda

shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent. Discussion of agenda topics will be alternated, with the party occupying the chair exercising the right to designate the first topic.

Section 33.8: Committee Appointments and Existing Committees

- A. Committee Appointments & Existing Committees:** The parties acknowledge that the County or Department(s) may, from time to time, form committees in addition to those to which this Agreement specifically refers, to discuss and/or provide recommendations addressing various matters exclusively relating to FRD and/or DPSC, and affecting bargaining unit employees. In the interest of labor-management cooperation, the parties agree that any committee, formed by the County or Department(s) to discuss and/or provide recommendations regarding any matters exclusively relating to FRD and/or DPSC, and affecting bargaining unit employees, will consist of 50% bargaining unit employees chosen by the Union. The Union's selection of representatives for each such committee will not require the County's approval. The County, Department(s), or Union may elect to explicitly waive representation on any specific committee, reserving the ability to reverse their decision at any time. Prior to the formation of any such committee, the County will notify the Union as soon as practicable, normally at least ten business days prior to the first scheduled meeting of such committee.
- B. Existing Committees:** All current committees existing within the Department(s) exclusively relating to FRD and/or DPSC and affecting bargaining unit employees will be reviewed by the JLMC within 90 calendar days of the approval of the tentative agreement as set forth in CBO Sec. 3-10-13. The JLMC will have the authority to create or discontinue any committees exclusively relating to FRD and/or DPSC and affecting bargaining unit employees.

TRAINING

Article 34: Training for FRD Specialized Functions

Section 34.1: Training for Specialized Functions

When FRD determines a standard requiring a certification or qualification for specialized functions (e.g. HazMat, TROT, Fire Marshals, ALS etc.), FRD shall:

- A. Have the authority to determine the members who shall receive said training;
- B. Pay the cost of training;
- C. Consider the employees to be functioning in the scope of their employment during the training;
- D. Provide details when the employee is on regularly-scheduled duty during training; and
- E. Consider the time spent by members of the bargaining unit in training as hours worked.

Section 34.2: Maintenance and Use of Specialized Function

Employees who receive and complete the training described in Section 34.1 above, at the County’s expense, will, in consideration of the funds and time invested by FRD, maintain the applicable certification or qualification for a minimum of three years (a five-year period for ALS certification) after completing the training. During the three- or five-year period, at the request of FRD, employees are expected to function in the capacity of their qualification in a field operations position. Employees who fail to maintain the certification for the applicable three-year period may be subject to discipline, up to and including demotion to a prior rank if the position that they hold requires the certification.

Section 34.3: Tuition Reimbursement

- A. Tuition Assistance Program - Employees covered by this Agreement shall be eligible under the County’s Tuition Assistance Program (“TAP”) on the same terms and conditions as other County employees in accordance with PPAPP No. 24, Tuition Assistance Program (TAP) and Language Tuition Assistance Program (LTAP) as in effect July 1, 2016.
- B. For bargaining unit members, the following additions to PPAPP No. 24 Section 4.1.5 shall apply:

Prior to submitting for any applicable TAP reimbursement, uniformed FRD employees covered by this Agreement shall apply for reimbursement for courses covered under the FRD Professional Development Resource Guide, dated August 2019. Members are prohibited from receiving reimbursements from both programs for the same course.

Article 35: Paramedic Certification Program

The Union and the County agree to form a committee under the Joint Labor Management Committee to work on ways to continue to study and improve the paramedic certification program.

Article 36: FRD Daily Scheduled Trainings

Section 36.1: Scheduling of Training

FRD will make reasonable efforts to enter training and events into the Master Calendar (or equivalent scheduling software) by 18:00 on the employee’s prior shift day. The County may conduct make-up training sessions for those employees who may have missed training.

The FRD shall make reasonable efforts to avoid scheduling non-essential activities between the hours 18:00-07:00, unless training specifically pertains to night operations.

Section 36.2: Mandatory Training

The FRD shall make reasonable efforts to hold training while employees are on duty during regularly scheduled work shifts.

Section 36.3: Voluntary Trainings

The FRD may detail employees out of operations to attend Fire or EMS/job related training for career development. Course acceptance and review by FRD is required prior to use of detailed out of operations.

Article 37: DPSC Scheduled Trainings

The DPSC is committed to the principle of training for all employees in the bargaining unit. Training shall be provided insofar as it does not adversely affect or interfere with the orderly performance and continuity of governmental services within DPSC.

Section 37.1: Mandatory Training

- A. Mandatory departmental trainings will be administered in accordance with DPSC SOP 2.5, Operations Trainings and Certifications, as in effect on September 28, 2022.
- B. DPSC may conduct make-up sessions for mandatory training for those employees who may have missed training due to sick or annual leave, or other unforeseen circumstances.
- C. DPSC shall make reasonable efforts to hold mandatory training while employees are on-duty during regularly scheduled work shifts. In the event a mandatory training session requires members to attend during non-regularly scheduled workdays, DPSC will attempt to provide written notice to the employee at least three months in advance of the mandatory training. All mandatory training that occurs outside of regularly scheduled hours shall be paid at the applicable overtime rate.

Section 37.2: Voluntary Trainings

- A. DPSC will continue to provide opportunities for employees to attend job related trainings for career development subject to approval by the DPSC Director of Operations or Director of Support Services. Such approval is required prior to attendance.
- B. DPSC management will make reasonable efforts to adjust the employee's schedule to attend voluntary trainings.

SAFETY AND HEALTH

Article 38: Accident Review

The County shall review, investigate, and evaluate significant FRD accidents and incidents in accordance with FRD SOPs 01.03.01, Vehicle Accidents, and 01.09.01, Incident Review, as may be amended by FRD from time to time. A significant accident or incident may include an accident or incident involving a bargaining unit member with a life-threatening injury, line of duty death, or another significant incident related occurrence. The intent of these investigations shall be to:

1. Identify the root cause(s) of the accident or incident;
2. Determine internal trend analysis; and
3. Provide recommendations to FRD leadership related to the minimizing or preventing future accidents or incidents.

The President of IAFF Local 2068 will nominate two individuals to participate in a review conducted by FRD. Such individuals nominated by IAFF Local 2068 must be approved by the leadership of FRD, as appropriate.

Article 39: Health & Wellness

Section 39.1: FRD Uniformed Employee Health Program

A. Physical Examinations: The county shall continue to pay for, and conduct, annual physicals for FRD uniformed employees. These physicals shall be of the same quality as those in effect on November 15, 2022. All bargaining unit members shall be required to take an annual physical examination paid for by the County. Such examinations must meet the standards of NFPA 1582. When the contract for the physical examination services is put out for bid, the President of Local 2068 shall appoint one representative from the bargaining unit on the selection advisory committee.

B. Inoculations:

- i. *Hepatitis B Inoculation* - At the bargaining unit member's option, and at no cost to the unit member, the County agrees to provide Hepatitis B inoculations to any unit member 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 Occupational Health Center ("OHC") Physician to determine whether the inoculations were effective. Such follow up examination shall be conducted at no cost to the bargaining unit member.
- ii. Additional immunizations, as needed for a member's scope of work, shall be provided at no cost to the member, subject to availability.

C. Personal Exposure Record: The County agrees to provide each unit member with annual access to a personal exposure record service. The County shall provide IAFF Local 2068 with any data collected by the personal exposure record, including the number of bargaining unit employees participating in the program, and the number of reports.

Section 39.2: Scheduling Physical Exams

FRD shall continue to use the process to schedule physicals as was in effect on November 15, 2022. Any changes to this process are subject to negotiations with the Union prior to the implementation of such changes.

Section 39.3: DPSC Peer Support Program

The DPSC Peer Support Program will be administered in accordance with SOP 1.19 Peer Support Team, as in effect August 25th, 2023.

Article 40: Drug Testing

Section 40.1: Policy

The County and the Union recognize that on-the-job drug use or impairment by employees is a threat to the public welfare and the safety of department personnel. In accordance with County Personnel Regulations Chapter 16, Conduct and Discipline, employees are prohibited from manufacturing, possessing, using, or being under the influence of alcohol or controlled substances at the County's work sites and/or while an employee is on duty. Marijuana is defined as a controlled substance for purposes of this Agreement, regardless of whether the marijuana was prescribed, manufactured, or distributed for medical or recreational purposes. Employees likewise are prohibited from use, whether improper or as prescribed, of prescription drugs that impair their ability to work safely.

Section 40.2: Testing

- A. **Employee Testing:** All employees shall be subject to drug testing and reporting as set forth in PPAPP 28, Initial Action in Dealing with Impaired Employees Suspected of Alcohol/Drug Use; FRD SOP 01.03.01, Vehicle Accidents; and/or FRD SOP 02.04.03, Fitness for Duty.
- B. **Independent Testing:** An employee may request a test by an independent laboratory within 72 hours after being informed of a positive test result.
 - 1. The test will be conducted on the split sample from the same specimen used in the first round of testing within five calendar days of the employee's request for independent testing.

2. The employee shall specify an HHS-certified laboratory to perform the test and shall provide FRD or DPSC with the name and address of the selected laboratory at the time the request for independent testing is made.
 3. The employee will pay all costs associated with independent testing including any shipping costs.
 4. The independent testing lab shall send the results to FRD or DPSC.
- C. **Confidentiality:** The County will be required to keep the results confidential, and they shall not be released to the general public. Release of such records pursuant to a court order, subpoena, compliance with applicable law, or during the course of an administrative hearing shall not be considered a release to the general public, nor shall the County's internal use of such results (including but not limited to the dissemination of such results to supervisors, investigators, management or the County Attorney) be considered a release to the general public.
- D. **Testing Program Costs:** Except as provided in Section B above, the County shall continue to pay for all costs involving drug and alcohol testing.
- E. **Changes in Testing Procedures:** The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will meet to discuss any potential changes that impact testing procedures.

Section 40.3: Rehabilitation and Treatment

- A. **Rehabilitation Program:** Any employee who tests positive for a controlled substance or who misuses prescription medications may be medically evaluated, counseled, and treated for rehabilitation (in addition to any applicable disciplinary action) at the election of DPSC or FRD. The rehabilitation must be recommended by an E.A.P. counselor, and the employee must meet the following conditions:
1. The treatment and rehabilitation shall be paid for by the employee's insurance program (if covered), subject to any deductible, co-payment and policy limits of the insurance program. Other than as specified in this section or required by law, the County shall have no obligation to pay for or insure treatment or rehabilitation.
 2. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.
 3. Employees who complete a rehabilitation program will be subject to random drug testing, at times determined by the County, for the following 24 months.
 4. If an employee tests positive during this subsequent 24-month period, the employee will be subject to discipline as set forth in this Agreement and/or the applicable County and Department discipline procedures.
 5. This Article shall not be construed as an obligation on the part of the County to retain an employee during the period of rehabilitation.

- B. **Voluntary treatment**: Pursuant to PPAPP 28, employees who voluntarily acknowledge an alcohol or drug dependency are encouraged to take advantage of appropriate treatment services. The confidentiality of such a request will be maintained, and the employee's job security will not be jeopardized as a result of such a request for help.
- C. **Duty assignment after treatment**: Once an employee successfully completes rehabilitation, FRD or DPSC will evaluate and may attempt to return the employee to his or her regular duty assignment.

Section 40.4: Right of Appeal

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other County action under the terms of this Agreement may be grieved or otherwise subject to challenge.

Section 40.5: 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.

Article 41: Reproductive Rights

The following Article applies to FRD Field or Fire Investigation Personnel.

Section 41.1: Taking Leave While Pregnant and Work During Pregnancy.

Employees may request a light duty assignment in accordance with Procedural Memorandum 39-02, Employment Policies and Procedures Relating to Pregnancy and Childbirth, and the FRD's Pregnancy and Reproductive Manual. Fairfax County shall not require a pregnant employee to take Paid Family Leave ("PFL") or transfer to a light duty position due to pregnancy where the employee can continue to perform the essential functions of her position. That decision rests solely with the employee.

Section 41.2: Transfer to Light Duty

A pregnant employee may request to transfer to a light duty assignment within the Department by submitting the request to the employee's supervisor with a certification signed by the employee's health care provider.

- A. If there is a delay in the transfer, the employee may use accrued leave until an appropriate assignment can be determined.
- B. Whenever possible, FRD shall place the pregnant employee in appropriate light duty assignment within 10 business days of approval of the employee's request.
- C. The pregnant employee shall be paid in accordance with FRD SOP 02.03.06, Light Duty.

D. The pregnant employee shall remain in that light duty assignment for the duration of their pregnancy. The employee may take any leave to which they are entitled and/or remain in a light duty assignment for any medical condition(s) that are related to the pregnancy. A request for a light duty assignment for any medical condition(s) following the employee's pregnancy shall be considered a separate and distinct medical condition, for which the employee is entitled to a new period of light duty in accordance with the FRD's light duty policy.

Section 41.3: Rights Retained By Employees On Light Duty.

Members of the bargaining unit who have been assigned to light duty are eligible to participate in the transfer process to the same extent as other similarly situated employees.

Section 41.4: Employee Rights After Pregnancy

Regardless of assignment, breastfeeding employees shall be granted reasonable breaks and accommodations to allow them to lactate in private in accordance with applicable law and Procedural Memorandum 39-02.

Section 41.5: Bunker Pants

Bargaining unit employees shall not be required to wear bunker pants when not necessary for job tasks in order to reduce the adverse effects of heat exposure on male fertility.

Article 42: Job Related Injuries

- A. Any employee who is injured or becomes ill on duty shall report such incident to their immediate supervisor, or their designee, as soon thereafter as practicable.
- B. The County agrees to continue following PPAPP 10, Policy and Procedures for Fairfax County Uniformed Retirement System ("URS") Alternative Placement Program, as it was in effect on July 27, 2021. Any enhancements to this benefit shall apply to bargaining unit members.
- C. The President of the Union shall be notified of service-connected deaths or injuries that occur to bargaining unit employees that require medical transport and/or are of such a serious nature to merit notification of the Fire Chief.

Article 43: Personal Protective Equipment

Section 43.1: Training and Modifications

It shall be the County's responsibility to train members in the use of protective equipment.

Modifications required to achieve correct fit shall be performed at no cost to the member by a qualified professional. Modifications required to accommodate a bailout system furnished by the member shall be performed at no cost to the member by a qualified professional.

Section 43.2: Employee-Furnished Equipment

Employees shall have the right to furnish their own helmets, gloves, and boots (“gear”) from a list submitted by the union annually and pre-approved by the Department. If the Department does not approve gear submitted by the Union, it shall notify the Union President the reason of the denial.

All personally purchased helmets 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.

Section 43.3: Employees with Law Enforcement Duties

All employees assigned to law enforcement duties shall continue to be issued law enforcement equipment as currently provided including, but not limited to, ballistic vest, flashlight, handcuffs, baton, handgun, and ammunition. These shall be replaced on the same cycles as Fairfax County Police. Upgrades in the quality of the issued equipment received by Fairfax County Police Officers shall also be received by these bargaining unit employees. These employees shall also have access to firearms, less than lethal force, and self-defense training of the same quality as Fairfax County Police Officers. The County shall continue to provide ammunition to law enforcement employees so they can maintain proficiency.

Section 43.4: Reduction of Hazards from PPE

The parties recognize the fact that modern firefighting protective ensembles contain substances such as per- and polyfluoroalkyl substances (“PFAS”) that pose a health risk to firefighters and firefighting ensembles raise body temperature to levels that create heat stress on all employees and pose a risk to male reproductive health.

In the event that protective equipment becomes available with reduced or no amounts of PFAS or other toxins that meets applicable standards and the standards set by the joint Health & Safety Committee, the County agrees to negotiate the calendar of replacing the current carcinogenic gear with the new gear, calendar of current gear, regardless of preexisting replacement schedules.

Article 44: Light Duty

Light Duty will be administered in accordance with FRD SOP 02.03.06, Light Duty, as in effect on February 14, 2023, for FRD employees, unless contrary to the following provisions:

- A. The FRD shall provide light duty assignments for those employees who become injured in the line of duty and are not permanently disabled. The purpose of these assignments is to assist the affected employee in moving toward a return to full- duty and to augment FRD staff with non-emergency administration or support roles.

- B. Total time for light duty for non-job-related injuries shall be governed by FRD SOP 02.03.06 and Article 41 of this Agreement, Reproductive Rights.
- C. Once an employee has been medically certified as fit for duty, that employee will be returned to the assignment to which the employee was assigned prior to the light duty assignment, unless in the interim the employee has been promoted or has requested or agreed to a different assignment.
- D. Upon graduation, probationary bargaining unit employees shall be entitled to a light duty assignment in the same manner as non-probationary employees. While on a light duty assignment, the probationary period will be tolled until such time as the probationary bargaining unit employee is released to full duty. The probationary bargaining unit employee will resume the probationary period at the point at which the unit member went off full-duty work.

Article 45: Security of the 911 Facility

DPSC shall follow DPSC SOP 1.15, Security of the Facility, as in effect on March 17, 2017, with the following amendments:

In the event that the MPSTOC facility is operating in an emergency status due to safety or security concerns, DPSC will follow guidelines as set forth in both the County's and the MPSTOC Emergency Action Plans. Should it become necessary to make notifications to DPSC personnel, the on-duty communications operations supervisor or manager will initiate an employee alert network ("EAN") page through the Everbridge application to all DPSC personnel. A message will also be generated, via the computer-aided dispatch system ("CAD"), notifying all on-duty DPSC personnel of the building status. Additional CAD messages may be generated to make notifications to all police and fire terminals as soon as practicable.

LEAVE PROVISIONS

Article 46: Volunteer Activity Leave

Volunteer Activity Leave will be administered in accordance with County Personnel Regulations, Chapter 10, Leave, as in effect on November 15, 2022. Any additional volunteer leave benefit provided to County employees pursuant to County Personnel Regulations Chapter 10 shall also be granted to the members of the bargaining unit.

Article 47: Bereavement Leave

Bereavement leave will be administered in accordance with County Personnel Regulations Chapter 10, Leave, as in effect on November 15, 2022. Any additional bereavement leave benefit provided

to County employees pursuant to County Personnel Regulations Chapter 10, shall also be granted to the members of the bargaining unit.

Article 48: Quarantine Leave

Section 48.1: Exposure Related Leave

If an FRD member is recommended to quarantine by the FRD infectious disease practitioner, the County shall grant the member administrative leave up to a maximum of 10 business days, unless the exposure was caused by the employee not properly wearing appropriate safety equipment and/or PPE provided or approved by the County. Additional administrative leave may be granted at the discretion of the County Executive.

Section 48.2: Quarantine Leave

In the event of a declared public health emergency, or outbreak, as determined by the state or federal government that may require employees to quarantine or isolate from others, the County will meet with the Union to negotiate issues of concern to the union and/or County, including compensation, leave accounts and quarantine/ isolation period as it applies to all bargaining unit members.

Article 49: Accrual and Reporting of Sick Leave

Sick leave will be accrued and administered in accordance with County Personnel Regulations Chapter 10, Leave, for all bargaining unit members.

FRD bargaining unit members shall comply with the provisions of FRD SOP 02.01.03, Requesting and Granting Annual, Emergency Annual, Sick, and Civil Leave for Department Employees. DPSC bargaining unit members shall comply with the provisions of DPSC SOP 2.10, Universal Squad Policy.

Article 50: Provisions for Military Personnel

Section 50.1: Coverage

Employees covered under this Agreement shall be covered by the provisions of USERRA, Virginia State Code Section 44-93, Fairfax County Code 3-1-21, County Personnel Regulations Chapter 1, Equal Employment Opportunity, PPAPP 17, Military Leave, FRD SOP 02.01.04, Military Reservist, and the County's Military Pay Differential Program.

Section 50.2: Promotional Examinations

To the extent the County can practically and reasonably accommodate a FRD employee's request, an employee on military leave may participate in a promotional examination.

Section 50.3: Changes to National and Commonwealth Military Leave Policies

All applicable changes made to Va. Code § 44-93 will be recognized and implemented by the County at the date in which the changes take effect.

Article 51: Holidays

Bargaining unit employees shall be compensated, either by holiday pay, holiday compensatory time, or holiday leave in accordance with County Personnel Regulations Chapters 4, Pay Plan, Hours of Work and Overtime, and 10, Leave, and PPAPP 13, Attendance/Absence Reporting for All Employees Except 24-Hour Shift Fire Protection and Law Enforcement Personnel and 14A, Absence/Attendance Reporting for 24-Hour Shift Fire Protection Personnel as Defined in the Personnel Regulations, Chapter 2, for the following holidays each year. Nothing in this Article shall prohibit compensation for additional holidays approved by the County Board of Supervisors or the County Executive.

The following Holidays will be observed by the County:

- New Year's Day (January 1st)
- Martin Luther King Jr. Day (third Monday in January)
- Inauguration Day (January 20, Every Fourth Year) when it falls on a Business Day
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day (first Monday in September)
- Election Day (the Tuesday after the first Monday in the month of November)
- Veteran's Day (November 11th)
- Thanksgiving Day (fourth Thursday in November)
- Day After Thanksgiving (the Friday after the fourth Thursday in November)
- Christmas Eve (December 24th)
- Christmas Day (December 25th)

Article 52: Procedures for Requesting Scheduled Annual Leaves

- A. FRD annual leave selection shall be governed by FRD SOP 02.01.03, Requesting and Granting Annual, Emergency Annual, Sick, and Civil Leave for Department Employees, as in effect on September 28, 2022.
- B. DPSC annual leave shall be governed by DPSC SOP 2.11, Request and Approval Process for Annual and Compensatory Leave, as in effect on May 6, 2015.
- C. Apparatus Mechanic annual leave selection shall continue as in effect November 15, 2022.

REIMBURSEMENTS AND STIPENDS

Article 53: Replacement of Personal Property

Employees shall be reimbursed for the replacement costs of specific items that have been damaged in the performance of their fire suppression and/or EMS duties, provided such loss or damage is not caused by carelessness of the individual employee.

Reimbursement is limited to the following items: watches, driver's license, false teeth, and eyeglasses. Reimbursement for watches shall be limited to \$50.00 and driver's licenses shall be replaced at the cost determined by the members' home state DMV. Reimbursements for eyeglasses or false teeth shall be in accordance with FRD SOP 02.03.05, Repair or Replacement of False Teeth and Eyeglasses, as in effect on November 5, 2020. The maximum number of reimbursements for watches and driver's license is one per calendar year. All reimbursements will be distributed within 45 calendar days of the County's receipt of the proper notification.

Article 54: Mileage Reimbursement

Mileage and Travel Reimbursement shall be governed by Procedural Memorandum 06.03, Fairfax County Travel Policies and Procedures, as in effect on March 1, 2007, for both DPSC and FRD employees. FRD employees will be reimbursed in accordance with SOP 01.05.10, Local Mileage Reimbursement, as in effect on March 23, 2022, and SOP 01.05.11, Non-Local, Local Travel, and Training, as in effect on October 4, 2017, except as modified below:

1. All correctly submitted reimbursement requests shall be processed by the County within 30 calendar days.
2. The mileage and travel reimbursement rate shall automatically increase as the standard IRS rate increases.
3. Employees who are asked to use their private automobiles for County business or to change work assignments/locations shall be compensated at the maximum rate deemed deductible reimbursable by the IRS for business use of an automobile.
4. Employees directed by their supervisor to report from home to an alternate work location or to attend trainings or meetings are only eligible to submit for reimbursement of mileage that is more than the round-trip mileage from the employee's home to the normal work location. Requests for reimbursement from home must show the subtraction of normal commute miles. Employees commuting to and from their scheduled work location, including any light duty assignment, will not be reimbursed for mileage or other expenses.

Article 55: Apparatus Shop Provisions

The following provisions apply to the Apparatus Mechanic members of the bargaining unit.

- A. Employees covered by this Agreement shall continue to receive an annual tool stipend of \$900.

- B. Employees shall have the option to be provided with boots/footwear at no cost to the employee from an on-site shoe vendor up to a total value of \$187.50. In the event the employee selects boots/footwear that exceed \$187.50, the employee will be responsible for the difference. Any boots/footwear selected shall be in compliance with OSHA/ANSI standards.

HOURS OF WORK

Article 56: FLSA Calculation

The FLSA calculation methodology used by the County shall remain the same as in effect on November 15, 2022, unless the County is required to increase the calculated rate by Commonwealth or Federal law.

Article 57: Shift Exchanges

Work substitutions shall be administered according to FRD SOP 02.01.02, Work Substitution, as in effect on November 18, 2019 and DPSC SOP 1.8, Employee Leave Option Program, as in effect February 17, 2017, except for the following changes.

- A. **Ten calendar days or Greater from Exchange Date:** Either employee can cancel the scheduled exchange for any reason with written notification to the other party. This shall be done via County email and sent through the chain of command to have the exchange be removed from staffing.
- B. **Nine calendar Days or Less from Exchange Date:** The scheduled employee may cancel the work substitution any time until 24 hours prior to their scheduled shift, when practicable, via the County's staffing system.

The substituting employee may request to cancel the work substitution by emailing the scheduled employee. The work substitution shall only be canceled if both parties agree to the cancelation. If the originally scheduled employee does not agree to cancel the substitution, then the substituting employee is responsible for the work hours.

If the substituting employee requests sick leave for the scheduled shift, they shall be debited leave in an amount equal to the substitution period. Sick leave shall be debited unless the employee requests the time be debited from annual or compensatory leave balances. The originally scheduled employee shall not be affected.

Article 58: FRD Hours of Work

The parties agree to maintain the current FRD field operations schedule throughout the course of this Agreement. The parties also agree to conduct a study, through the JLMC, to determine the associated cost, and applicable timeline, of an hours of work reduction for FRD field operations. The study shall be concluded by January 1, 2026. A report shall be created and shared with the Union President, County Executive, and County Board of Supervisors.

Article 59: Early Relief

It is a recognized practice for some FRD Operational Personnel to voluntarily relieve other unit employees working the previous shift prior to the scheduled starting time at their designated work location, per 29 C.F.R. § 553.225. This practice shall not change the actual number of hours worked nor afford additional benefits to an employee.

Article 60: On Call Procedures

On-call shall be administered in accordance with FRD SOP 02.01.01, Call-back, Holdover, and Mandatory Recall Procedures, as in effect on January 5, 2022.

Article 61: FRD Tardy Policy

FRD SOP 2.00.03, Work Hours, Tardiness, and Unauthorized Absences, as in effect on July 19, 2021, shall remain in effect unless in conflict with the following provisions:

- A. The supervisor shall use their discretion to determine if the tardy is excused or unexcused when an employee is late reporting for duty. Subject to supervisor discretion, examples of excused tardiness may include, but are not limited to, personal vehicle breakdown, major traffic accidents, or stopping to assist a citizen in an emergency. The supervisor may request evidence for justification of the reason for their tardiness.
- B. Tardiness shall not apply to an employee who is already at work and delayed from reporting from the previous assignment due to circumstances beyond their own control.

Article 62: Details

FRD shall have the discretion to detail personnel for training, deployment, or other staff and operational needs as required by the Department.

Section 62.1: Operational Details

The parties agree that bargaining unit employees will need to be detailed out of their primary work location / home station from time to time in order to ensure FRD operations are effectively staffed. When possible, the County shall assign details in the following order: Battalion, Division, County wide.

Section 62.2: Staff Details

- A. Staff details may be used to fill the Academy training staff needs. These details may have a defined end date.

- B. The FRD will make reasonable efforts to return employees who have been assigned to a staff detail to their previous position unless the affected employee made and was granted a request for transfer to another open position.
- C. The FRD will make reasonable efforts to provide Bargaining unit employees subjected to staff details 28 calendar days' notice prior to the detail taking place.

Article 63: Public Safety Communicator Schedule

Section 63.1: DPSC Work Hours for PSCs I, II and III

- A. Full Time and Job Share PSC I, II, and IIIs are scheduled to work 12-hour shifts preceded by a 30-minute roll call period. Regular shift reporting times are 06:30 for day work and 18:30 for night work; for a total of 84 hours with 3.5 overtime hours. Job Share (part-time) PSC I, II, and III's work half the full-time schedule as dictated by their team assignment and schedules.
- B. There are four operational teams: 2 day shifts and 2 night shifts; working on either A side or B side. The teams work a 2-2-3, also known as a Pitman Schedule (2 days on, 2 days off, 2 days on, 3 days off, 2 days on, 2 days off, 1 day on for A side designations and 2 days off, 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 1 day off for B side designations). Employees may be placed on modified shifts at the request of the employee, in alignment with identified agency workload, and in compliance with DPSC SOP 2.9, Requests for Reassignment, Section 3.3, Modified Shifts, as may be amended by the County from time to time.

Section 63.2: Details

- A. PSCs I, II, and III's working in detailed assignments are assigned to a 40-hour work week. Detailed assignments last for a maximum of 2 years. Those on detailed assignments can reapply for the same position at the end of the 2-year assignment. PSCs working in this capacity remain active members of the operations bureau and can be returned to an operational team at any time, as dictated by agency need. Detailed assignments include, but are not limited to the following:
 - 1. Teletype Quality Assurance Analyst;
 - 2. VCIN Validations/ Certifications Coordinator;
 - 3. Public Safety Communications Academy Instructors; and
 - 4. Professional Standards Specialist.
- B. From time to time, it may be necessary for the agency to temporarily detail PSCs into workgroups (i.e., CAD workgroup, Phone Team, CTO Flex trainers) to assist in facilitating training and implementation of new technologies. The scope of these assignments will be defined by the designated project manager, in cooperation with team leadership and the Assistant Directors of Operations and Support Services.

- C. Special assignment (“SA”) time is granted to PSCs working assignments that are a temporary deviation from normal operations but are not outside of their regularly scheduled hours. For example, special assignment is designated on the lineup for a 4- or 6-hour block when a PSC is completing CPR recertification during their scheduled shift.
- D. Carried as Working (“CAW”) is designated when PSCs have a short term need to adjust their schedule to attend work related activities that conflict with their regularly scheduled hours. For example, PSCs who would like to attend training that covers several consecutive days, and crosses into a day the PSC is scheduled to work their shift. Overtime may also be approved in lieu of using CAW.

Article 64: Public Safety Communicator Tardy Policy

- A. Employees are expected to report on time for roll calls, regular shifts, or modified shifts. With the exception of roll call, employees who report to work after their scheduled reporting time are considered late and shall code Leave Without Pay for the amount of unexcused time absent, to the nearest 1/10 hr. increment for all regularly scheduled hours.
- B. If a shift includes a roll call, the employees are expected to attend roll call on time. An employee who misses a portion or all of the roll call will be considered late and will not be compensated for the portion missed.
- C. The employee shall notify their supervisor as soon as practicable when it is apparent that they will be late in accordance with DPSC SOP 2.10, Universal Squad Policy, as in effect on September 19, 2019. The employee shall provide a reason for their lateness as well as an estimated time of arrival.
- D. The supervisor shall determine if the lateness is excused or unexcused. Examples of excused lateness include, but are not limited to, personal vehicle breakdown, major traffic accidents, or stopping to assist a citizen in an emergency. The supervisor may request evidence for justification of the reason for lateness.
- E. Discipline is progressive for each infraction of unexcused lateness. Once an employee has an unexcused late incident, an email shall be sent to the employee, and the Union President and/or the IAFF Local 2068 Battalion Representative, advising them of the tardy. Subsequent occurrences of unexcused lateness within 180 calendar days of a previous infraction shall result in discipline beginning at the level of an Oral Reprimand.
- F. In a situation where the employee is late and has failed to make any notification or contact with the DPSC within two hours of their scheduled reporting time, the discipline may be escalated.

Article 65: Rest Periods

Section 65.1: DPSC Breaks

- A. Employees working 8 to 10 hours in DPSC shall be afforded a 30-minute paid break, unless the employee's break will disrupt operations. DPSC employees working 10 or more hours (up to a maximum of 16 hours) shall be afforded a one-hour paid break, unless the employee's break will disrupt operations.
- B. DPSC members working any increment of time less than 8 hours shall be afforded incidental breaks in alignment with County policy and DPSC's current customary practices, so long as the frequency of those breaks does not hinder operations. When staffing is such that breaks must be shortened or eliminated, DPSC will make reasonable efforts to restore breaks as soon as practicable.

Section 65.2: FRD Rest Periods

- A. Employees working 24-hour shifts shall be provided reasonable time for three meal periods each shift. Such meal periods shall not impact operational readiness.
- B. The use of beds will be permitted for FRD employees after 21:00 at fire stations, unless there is a problem or activity requiring immediate attention. At the discretion of the immediate supervisor, beds may be used outside the permitted hours.
- C. Between 22:00 and 07:00 no employee will be required to engage in routine station maintenance or clean up. This excludes activities resulting from emergency incidents or other calls.

Article 66: Time for Meetings

Members of the bargaining unit may participate during work time on committees that have been authorized by the JLMC, subject to the operational needs of FRD and DPSC.

PROMOTIONS

Article 67: Promotional Exams for FRD Operational Personnel

The following procedure shall govern all promotional testing for FRD Operational Personnel within and from the bargaining unit:

- A. Promotional examinations shall be held every two years for ranks Technician through Battalion Chief. The County shall make reasonable efforts to ensure that all necessary prerequisite certification courses are offered to all members who are otherwise eligible to take the exam, in the year preceding the test.

- B. A list of reference materials that will be used to generate questions for the test will be made available at least 180 calendar days prior to the examination.
- C. The procedure for promotion of all ranks from Technician through Battalion Chief will be administered in accordance with County Personnel Regulations and FRD SOP 02.06.05, Uniformed Promotions and Deferral Procedures, as in effect on July 1, 2020.
- D. Where the Department has established a minimum score for a written examination or the assessment center, such score shall be published in the examination announcement.
- E. With respect to promotional processes for the ranks of Lieutenant through Battalion Chief, the assessment center results shall also be graded by a panel, consisting of employees from other regional Fire Departments at the equivalent rank or higher to the one being tested.
- F. A list shall be certified as soon as practicable after completion of the exam unless a challenge has been filed.
- G. Announcements for promotional examinations shall normally be communicated by Informational Bulletin approximately 180 calendar days prior to the examination date. Five business) days prior to the job opening date, a follow-up Informational Bulletin will be sent to include the opening and closing date of the application period. The application period shall be no less than 14 calendar days.
- H. All applicants will be notified of their final score and their relative standing prior to publication of the list. The period of eligibility of the promotional list shall be for two years, unless exhausted earlier, but may be extended in accordance with County Personnel Regulations Chapter 6, Eligible Lists.
- I. Members may seek a reevaluation of the written multiple-choice examination pursuant to County Personnel Regulations Chapter 5, Promotional Public Safety/Uniformed Employee Examinations.
- J. Promotion Lists shall be published and updated as the list is utilized. For all ranks of Battalion Chief and below, the list shall be ordered numerically based upon the final score, highest to lowest. All promotions are made at the discretion of the Fire Chief.

Article 68: Promotions

Vacant positions will be filled at the discretion of FRD and DPSC. Promotions will be made in accordance with FRD SOP 02.06.05, Uniform Promotions and Deferral Procedures and FRD SOP 02.06.04, Uniformed and Civilian Selection Policies and Processes, as in effect on July 1, 2020. DPSC bargaining unit employees shall have the same promotional process as in effect on November 15, 2022.

TRANSFERS

Article 69: Voluntary Transfers

- A. Voluntary transfers will be administered in accordance with FRD SOP 02.02.02, Operations Bureau Transfer Requests, as in effect on November 30, 2020 DPSC SOP 2.9, Public Safety Communicator Request for Reassignment, as in effect on August 31, 2020, and County Personnel Regulations Chapter 8, Transfers, Promotions, Demotions.
- B. Requests to voluntarily transfer are at the discretion of the employee.
- C. Management has the final right to choose between qualified members when filling open positions. Management shall consider the needs of the department(s) and members as indicated in FRD SOP 02.02.02 for FRD employees and DPSC SOP 2.9 for DPSC employees when deciding amongst volunteer transfer requests.

Article 70: Involuntary Transfers

Involuntary transfers will be administered in accordance with FRD SOP 02.02.02, Operations Bureau Transfer Requests, FRD SOP 02.06.05, Uniformed Promotions and Deferral Procedures, DPSC SOP 2.9, Public Safety Communicator Request for Reassignment, and County Personnel Regulations Chapter 8, Transfer, Promotions, Demotions.

In instances where a bargaining unit member's assignment is no longer valid through actions by management such as unit regrades (i.e., an ALS provider in a station that has had its ALS transport unit regrade to a BLS transport unit), or the loss of specialty (*see* Article 24), bargaining unit members shall be offered the opportunity to voluntarily transfer to the available vacancies for which they are qualified.

BENEFITS

Article 71: Insurance

Section 71.1: Medical, Dental, and Vision Insurance

- A. The County shall continue to provide each eligible employee (as defined in the benefits eligibility chart, DHR Benefits Division) with the option to participate in the County's medical, dental, and vision insurance plans with the same plan design, premiums, and other terms and conditions as other County employees, unless contrary to this Agreement. The details of the current plans are available online in the Fairfax County Active Employee Benefit Guide.
- B. Any change, elimination, or modification to any of the insurance plans and or coverages provided by the County shall require written notice to the Union at least 45 calendar days prior

to the implementation of the changes. The Union may request to bargain over the effects of any change, elimination, or modification of coverage.

- C. The County shall contribute to each eligible employee's County medical, dental, and vision plan at the contribution percentages in effect as of May 31, 2023.
- D. Relevant benefit information will be available via the County Intranet in advance of each annual Open Enrollment period.
- E. The County shall offer a Flexible Spending Account ("FSA") to eligible employees.

Section 71.2: Life Insurance

- A. The County shall continue to provide eligible employees with the option to participate in the County's life insurance and accidental death and dismemberment insurance ("AD&D") plans under the same terms and conditions as all other eligible employees. The County shall continue to offer basic life insurance at the level of at least one time the employee's salary (rounded up to the nearest thousand) at no cost to the employee.
- B. The County shall continue to provide an option for eligible employees to obtain supplemental employee life insurance and AD&D with employees making 100% of the contribution. The County may amend the structure of such plans from time to time. The County will present any change(s) to IAFF Local 2068 prior to implementation. Eligible employees will be provided information via the County Intranet in advance of each annual Open Enrollment period.

Section 71.3: Insurance Committee

IAFF Local 2068 shall have the right to establish an Insurance Committee. The Committee may review insurance-related documents and present recommendations to the County with regards to coverage. Any action on these recommendations must be in compliance with Commonwealth and federal law and regulations and is subject to County approval, which may include a fiscal impact study.

Section 71.4: Disability Benefits

The County shall continue to provide each eligible employee with the option to participate in the County's voluntary Long-Term Disability insurance plan. Eligible employees will be provided information on the County's Intranet in advance of each annual Open Enrollment period.

Section 71.5: Section Advisory Committee

One bargaining unit member, selected by the Union President, shall serve on the Selection Advisory Committees when the County distributes Request for Proposals ("RFP") related to County Benefit Plans (specific RFPs for medical plans, HSA, FSA, Medicare Advantage plans, dental plans, vision plans, Group Life Insurance, LTD, and deferred compensation plan record

keeper). Representation on this committee does not negate the County's obligation to negotiate impacts of the changes to insurance benefits initiated by the County.

Section 71.6: Flexible Spending

The FSA benefit shall be greater than, or equal to, those benefits as in effect on November 15, 2022.

If at any point during the term of this Agreement the IRS increases the maximum annual amount that may be allocated to any of the County provided FSAs, bargaining unit members shall be eligible to contribute up to that new maximum at the start of the succeeding plan year (i.e., if the IRS maximum increases in calendar year 2024, bargaining unit members will receive the appropriate increase effective on January 1, 2026).

Article 72: Deferred Compensation

The County shall maintain a deferred compensation plan in accordance with the Fairfax County Deferred Compensation Plan, effective January 1, 2009.

Article 73: Uniformed Retirement System

Section 73.1: Retirement and Pension Benefits

- A. Except as provided for in Section 73.2 of this Article, all retirement and pension benefits will remain the same except as modified with the agreement of the parties or as established in this Agreement.
- B. The County will be able to make changes to the retirement and pension plans when required by applicable law or regulation. In addition, the County can make administrative changes, such as changing third-party vendors, at the County's discretion.

Section 73.2: Purchase of Up to 4 Years of Prior Active-Duty Military Service

- A. Subject to the recommendation of the Board of Trustees for the Fairfax County URS and subsequent approval by the Board of Supervisors, the County agrees to amend the URS ordinance effective July 1, 2024, to provide that any member in active service who is a uniformed member of the FRD may purchase service credit for prior active-duty military service in the armed forces of the United States, provided that the discharge from a period of active-duty status with the armed forces was not dishonorable. For purposes of this Article, such amendment shall be referred to as the "Amendment."
- B. Under the Amendment, no member in service shall be allowed to purchase more than a total of four years of service credit. Nor shall any member in service be allowed to purchase service credit included in the calculation of any retirement allowance received or to be received by the member from the URS or other retirement system, or if there is a balance in a defined

contribution account that serves as a primary retirement account related to such service, except as otherwise required by Chapter 1223 of Title 10 of the United States Code, as amended. The Amendment shall also provide that service credit purchased pursuant to its provisions shall apply to the calculation of the member's retirement allowance and the calculation of the member's retirement eligibility but shall not apply to the vesting requirements of URS.

- C. Service credit purchased pursuant to the Amendment shall be credited to a member only for each full month of service, as indicated on the member's DD-214 submitted to the Fairfax County Retirement Administration Agency ("RAA").
- D. For purposes of the Amendment, "active-duty military service" shall mean full-time service of at least 180 consecutive days in the United States Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard, or reserve components thereof (including the National Guard). "State" shall include the District of Columbia and any territory of the United States.
- E. The Amendment shall allow the member to make payment for covered service credits in a lump sum at the time of purchase, through the transfer of funds from another retirement account, as permitted by and consistent with federal and state law, or by a payment plan with a maximum duration of 48 months, or any combination thereof. Regardless of the method of payment, the member shall be responsible for paying the full costs of the service credits, including any increase in cost due to the timing of payments. In addition, any member who chooses a payment plan shall enter into a contract with the RAA, which shall be responsible for calculating the total cost of the purchase, including any applicable interest. The contract shall provide that, in the event the member terminates the payment plan prior to making full payment, the member shall only be credited service credits equivalent to the total amount of the payments made prior to the termination.

WAGE PROVISIONS

Article 74: Wages

Section 74.1: Pay Plans

- A. Effective July 1, 2024, two new pay plans shall be implemented. FRD employees will remain on the revised F-Plan and DPSC employees currently on the P-Plan will move to the new D-Plan.
- B. Both the revised F-Plan and new D-Plan include 26 steps with increases that range from 5.0% to 1.0%. Steps 2 through 9 reflect 5.0% increases, while Steps 10 through 26 reflect 1% increases. These new plans include the elimination of longevity steps and step holds.
- C. The current FY 2024 pay plans, the new FY 2025 through FY 2027 pay plans, slotting scale, and the slotting methodology are shown in Attachment A.

Section 74.2 Fire and Rescue Department Employees

- A. After slotting is completed as outlined in Attachment A, for FY 2025, in addition to the funding of steps, the F-Plan will reflect a 3.0% increase to the pay scale.
- B. For FY 2026, in addition to funding of steps, the F-Plan will include a 3.1% increase to the pay scale.
- C. For FY 2027, in addition to funding of steps, the F-Plan will include a 2.0% Cost of Living Adjustment (“COLA”) or the funded Market Rate Adjustment (“MRA”), whichever is higher.
- D. The F-Plan shall be administered in accordance with County Personnel Regulations Chapter 4, Pay Plan, Hours of Work and Overtime, as amended from time to time, to the extent consistent with this Agreement.

Section 74.3 Department of Public Safety Communications Employees

- A. After slotting is completed as outlined in Attachment A, for FY 2025, in addition to the funding of steps, the new D-Plan will reflect a 3.0% increase to the pay scale.
- B. For FY 2026, in addition to funding of steps, the D-Plan will include a 3.1% increase to the pay scale.
- C. For FY 2027, in addition to funding of steps, the D-Plan will include a 2.0% COLA or the funded MRA, whichever is higher, as described in Attachment A.
- D. The D-Plan shall be administered in accordance with County Personnel Regulations Chapter 4 as amended from time to time, to the extent consistent with this Agreement.

Section 74.4 Cost of Living/Market Rate Adjustment

- A. As described in Section 74.2.C. and Section 74.3.C, the County shall apply a 2.0% COLA to the scales in FY 2027. In the event that the County continues to fund a MRA for other County Employees that is higher than the 2.0% COLA, employees will receive the higher funded MRA instead of the 2.0% COLA.

Article 75: Premium and Differential Pay Rates

A member who is assigned the duties below will be entitled to the additional pay indicated.

Section 75.1: Day Work

FRD members who are assigned to day work or who are on long-term detail to a day-work position (Fire and Rescue Academy), excluding mechanics, and employees on light duty or in alternative placement positions, shall be entitled to a premium of \$75.00 per pay period.

Section 75.2: Certification Pay

FRD members who obtain and maintain an ALS Authorization – Paramedic will be entitled to premium pay in the amount of 10% of base firefighter salary.

Section 75.3: Riding Pay

The following additional payments will be on the basis of actual hours worked while assigned to the unit indicated:

- a. ALS Transport Unit Lead Provider - \$3.00/hour worked; and
- b. ALS Non-Transport Unit Lead Provider - \$2.00/hour worked.

Section 75.4: DPSC Field Training Incentive (“FTI”)

Members engaged in the role of educating/evaluating/mentoring/coaching a member into a role/qualification while still performing that role themselves shall be entitled to FTI pay in the amount of \$6.00/hour worked. FTI pay shall be awarded in the situations where members are responsible for conducting the following trainings:

- a. New Hire;
- b. Remedial Training;
- c. Refresher Training;
- d. New Skill Training; and
- e. Sit-Alongs.

Section 75.5: Preceptor Pay

FRD Members engaged in the role of educating/evaluating/mentoring/coaching a Medic Intern or a VCU student into a role/qualification while still performing that role themselves shall be entitled to preceptor pay in the amount of \$1.50/hour worked.

Section 75.4: DPSC Shift Differential

Eligible DPSC members will receive shift differential pay in accordance with PPAPP 13, Attendance/Absence Reporting for All Employees Except 24-Hour Shift Fire Protection and Law Enforcement Personnel, and County Personnel Regulations, Chapters 2, Definitions, 4, Pay Plan, Hours of Work and Overtime, and 10, Leave.

- A. Members who are scheduled to start between the hours of 13:00 and 19:59 will receive \$0.90/hour.

- B. Members who are scheduled to start between the hours of 20:00 and 07:00 will receive \$1.35/hour.

Shift differential premium pay is not paid for overtime hours.

Section 75.5: FRD Shift Differential

Eligible FRD members will receive shift differential pay in A and B below in accordance with PPAPP 13, PPAPP 14A, and County Personnel Regulations, Chapters 2, 4, and 10.

- A. Shift differential for employees assigned to the 24-hour shift is \$0.7275 per hour. An employee assigned to the 24-hour shift schedule receives the shift rate for all hours worked between 07:00 and 06:59 the next day. Shift differential premium pay is not paid for overtime hours.
- B. For 42-hour employees, the following will apply:
 - 1. FRD members who are scheduled to start between the hours of 13:00 and 19:59 will receive \$0.90/hour.
 - 2. FRD members who are scheduled to start between the hours of 20:00 and 07:00 will receive \$1.35/hour.

Section 75.6: Foreign Language Stipend

The language stipend will be administered in accordance with PPAPP 52, Foreign Language Skills Compensation, as in effect on November 27, 2019.

Section 75.7: Step Adjustments for Incentives

The County shall provide compensation for specific incentives by way of an increase in the employees' step within their pay grade. This would be in addition to their step earned by time in grade. There is a maximum of three increased steps via these incentives.

- A. **ALS Provider Incentive:** Effective July 1, 2024, firefighters and Technicians who are serving as County authorized ALS providers shall have their step increased by two, with the exception of employees who receive their certification funded by FRD.
- B. **Education Pay Incentive:** Bargaining unit members earning one of the degrees in (1) and (2) below from an accredited learning institution shall receive the following educational incentive pay. These incentives will only apply for degrees conferred after July 1, 2024 to employees who are in a position within the bargaining unit. Proof of degrees must be submitted to FRD within six months of receiving such degrees or the implementation of this Agreement, whichever is later. Bargaining unit members who receive a degree as outlined in this Article will receive a maximum of one step for either a bachelor's or master's degree, even if other degrees are also obtained:

1. Employees of the bargaining unit earning a Bachelor's Degree shall have their step increased by one;
2. Employees of the bargaining unit earning a Master's Degree shall have their step increased by one.

Article 76: Overtime Definitions and Selection

Overtime shall be administered in accordance with FRD SOP 02.01.01, Callback, Holdover, Budget Staffing, and Mandatory Recall Procedures, as in effect on January 5, 2022, and DPSC SOP 1.7, Overtime Assignments – Operations, as in effect on May 6, 2015.

Article 77: Emergency Closings

When emergency administrative leave is declared in accordance with County Personnel Regulations Chapter 10, Emergency Administrative Leave, the following shall apply:

Members of the bargaining unit who are required to work when emergency administrative leave is declared shall receive extra compensation in accordance with provisions contained in County Personnel Regulations Chapter 4.

Article 78: Compensatory Time

Compensatory time will be earned and used in accordance with County Personnel Regulations Chapter 4, Pay Plan, Hours of Work and Overtime, County Personnel Regulations Chapter 10, Leave, PPAPP 13, Attendance/Absence Reporting for All Employees Except 24-Hour Shift Fire Protection and Law Enforcement Personnel, and PPAPP 14A, Absence/Attendance Reporting for 24-Hour Shift Fire Protection Personnel as Defined in the Personnel Regulations, Chapter 2.

MISCELLANEOUS PROVISIONS

Article 79: Effect of Agreement

This instrument constitutes the entire agreement between the County and IAFF Local 2068 on the provisions covered herein, and may be amended only by mutual consent, which shall be reduced to writing and signed by named, authorized representatives of the County and IAFF Local 2068.

Article 80: Legal Indemnification

- A. Bargaining unit employees shall be covered by Fairfax County's Board of Supervisors Indemnification Resolution dated September 22, 1997 (Indemnification and Representation of Officers and Employees). If the County declines to indemnify a bargaining unit employee, the County will provide an explanation in writing with specific citation(s) to the provisions of the 9/22/97 resolution pursuant to which indemnification is being denied.

B. In the event that the County decides to provide such protection to the bargaining unit employees in whole or in part by the purchase of a policy or liability insurance, the amount of liability insurance will be available electronically.

Article 81: 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 the CBO shall apply.

Article 82: Successor Agreements

As provided in Va. Code § 40.1-57.2(B), nothing in this Agreement shall be construed or interpreted as restricting the Board of Supervisors' authority to establish the budget or appropriate funds.

The non-compensation provisions of this Agreement shall be binding upon the parties.

Except for as permitted by Va. Code § 40.1-57.2(B), no provision, term, or obligation shall be affected, modified, altered, or changed unless mutually agreed to by both parties.

Article 83: Duration

Terms not requiring the appropriation of funds, as determined by the County, and as set forth in the fiscal impact study, shall go into effect 30 calendar days after the tentative agreement has been approved in accordance with CBO Sec. 3-10-13. Terms requiring the appropriation of funds shall go into effect July 1, 2024, after the tentative agreement has been approved in accordance with CBO Sec. 3-10-13. All terms shall remain in full force and effect until June 30, 2027. This Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no later than March 1 of the year prior to the date of termination that it wishes to terminate or modify this Agreement for any reason.

Negotiations shall begin no later than July 1 of the year prior to the expiration of this Agreement. This Agreement shall remain in full force and effect during the period of negotiations.

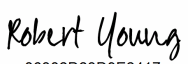
IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be subscribed below by their duly authorized officers and representatives on this _____ day of _____, 2023.

Fairfax County, Virginia



Bryan Hill
County Executive

Fairfax County Career Firefighters
Association, IAFF Local 2068



12/29/2023

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Robert Young
President

ATTACHMENT A

Employees will be slotted on the new pay plan using the following methodology:

First: Identify current pay rate based on rank and step on the FY 2024 pay plan.

Second: On the “Slotting Pay Scale” find the pay rate in the same rank that is the next highest to the current FY 2024 pay rate.

Third: Determine the new step on the pay plan identified in Step 2.

Fourth: Using the new step, find the pay rate in the same rank on the FY 2025 pay plan.

Fifth: Using the FY 2025 pay plan, move one step on anniversary date.

Example #1: First: Firefighter Step 2 on current FY 2024 pay plan is \$66,106.
Second and Third: Firefighter next highest rate on Slotting Scale is \$68,709 (Step 2).
Fourth: Firefighter rate on new FY 2025 pay plans is \$70,770 (Step 2).
Fifth: On the Firefighter’s anniversary date, they will move to \$74,309 (Step 3).

Example #2: First: Lieutenant Step 10 on current FY 2024 pay plan is \$123,566.
Second and Third: Lieutenant next highest rate on the Slotting Scale is \$124,060 (Step 10).
Fourth: Lieutenant rate on new FY 2025 pay plan is \$127,782 (Step 10).
Fifth: On the Lieutenant’s anniversary date, they will move to \$129,060 (Step 11).

Example #3: First: Captain in Step 10 on current FY 2024 pay plan is \$142,720.
Second and Third: Captain next highest rate on Slotting Scale is \$143,428 (Step 15).
Fourth: Captain rate on new FY 2025 pay plan is \$147,730 (Step 15).
Fifth: On the Captain’s anniversary date, they will move to \$149,208 (Step 16).

Example #4: First: PSC II Step 12 on current FY 2024 pay plan is \$96,955.
Second and Third: PSC II next highest rate on Slotting Scale is \$97,918 (Step 26).
Fourth: PSC II rate on new FY 2025 pay plan is \$100,856 (Step 26).
Fifth: The employee has reached the top step, thus there will be no additional step increases. The next pay increase will be in FY 2026 in accordance with Sec. 123.3 B of this Article.

The employee's total salary increase in FY 2025 will not be less than the amount of the pay increase the employee would have received from any step increases they would be eligible for in FY 2025 based on the prior pay system.

Attachment B

Pay Scales - FY 2024

Current Pay Plan F - FY 2024

Step		1	2	3	4	5	6	7	8	9	10	11	12
Grade	Step %	—	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
F17	FIRE APP MECH	\$57,341	\$60,207	\$63,218	\$66,379	\$69,700	\$76,669	\$80,684	\$84,719	\$88,954	\$93,401	\$98,071	\$102,975
F18	FIREFIGHTER	\$62,960	\$66,106	\$69,412	\$72,881	\$76,527	\$80,352	\$84,371	\$88,590	\$93,021	\$97,672	\$102,557	\$107,685
F19	ASST FIRE APP SUP	\$65,963	\$69,260	\$72,725	\$76,360	\$80,179	\$84,189	\$88,398	\$92,817	\$97,458	\$102,332	\$107,448	\$112,820
F20	FIRE TECH	\$69,259	\$72,722	\$76,357	\$80,176	\$84,184	\$88,394	\$92,813	\$97,454	\$102,326	\$107,443	\$112,815	\$118,456
F23	LIEUTENANT	\$79,653	\$83,635	\$87,817	\$92,207	\$96,818	\$101,660	\$106,742	\$112,079	\$117,685	\$123,566	\$129,746	\$136,233
F26	CAPTAIN	\$91,998	\$96,599	\$101,429	\$106,501	\$111,824	\$117,417	\$123,288	\$129,452	\$135,926	\$142,720	\$149,856	\$157,349
F27	CAPTAIN II	\$96,152	\$100,956	\$106,005	\$111,305	\$116,870	\$122,712	\$128,849	\$135,290	\$142,056	\$149,158	\$156,617	\$164,448
F29	BATTALION CHIEF	\$107,316	\$112,680	\$118,316	\$124,231	\$130,443	\$136,966	\$143,814	\$151,004	\$158,467	\$166,393	\$174,712	\$183,448
F31	DEPUTY CHIEF	\$118,128	\$124,035	\$130,235	\$136,746	\$143,584	\$150,763	\$158,303	\$166,217	\$174,529	\$183,256	\$192,418	\$202,039

Current Pay Plan P - FY 2024

Step		1	2	3	4	5	6	7	8	9	10	11	12
Grade	Step %	—	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
P17	PSC I	\$48,968	\$51,418	\$53,988	\$56,688	\$59,521	\$62,497	\$65,623	\$68,904	\$72,349	\$75,966	\$79,765	\$83,753
P20	PSC II	\$56,688	\$59,521	\$62,497	\$65,623	\$68,904	\$72,349	\$75,966	\$79,765	\$83,753	\$87,940	\$92,338	\$96,955
P22	PSC III	\$62,497	\$65,623	\$68,904	\$72,349	\$75,966	\$79,765	\$83,753	\$87,940	\$92,338	\$96,955	\$101,801	\$106,891
P23	PSC RECORDS ANALYST	\$65,623	\$68,904	\$72,349	\$75,966	\$79,765	\$83,753	\$87,940	\$92,338	\$96,955	\$101,802	\$106,893	\$112,237

Attachment B

Pay Scales For Slotting - FY 2025

Fairfax Fire and Rescue Bargaining Unit Pay Scale - FY 2025

Used for slotting employees

Grade	Step	Step %	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
			5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
F17	FIRE APP MECH		\$59,223	\$62,184	\$65,294	\$68,558	\$71,986	\$75,586	\$79,365	\$83,333	\$87,500	\$88,375	\$89,259	\$90,151	\$91,053	\$91,963	\$92,883	\$93,812	\$94,750	\$95,697	\$96,654	\$97,621	\$98,597	\$99,583	\$100,579	\$101,585	\$102,600	\$103,626
F18	FIREFIGHTER		\$65,437	\$68,709	\$72,144	\$75,751	\$79,539	\$83,516	\$87,692	\$92,076	\$96,680	\$97,647	\$98,623	\$99,610	\$100,606	\$101,612	\$102,628	\$103,654	\$104,691	\$105,738	\$106,795	\$107,863	\$108,942	\$110,031	\$111,131	\$112,243	\$113,365	\$114,499
F19	ASST FIRE APP SUP		\$68,107	\$71,512	\$75,088	\$78,842	\$82,784	\$86,923	\$91,270	\$95,833	\$100,625	\$101,631	\$102,647	\$103,674	\$104,711	\$105,758	\$106,815	\$107,883	\$108,962	\$110,052	\$111,152	\$112,264	\$113,387	\$114,520	\$115,666	\$116,822	\$117,990	\$119,170
F20	FIRE TECH		\$71,981	\$75,580	\$79,359	\$83,327	\$87,493	\$91,867	\$96,461	\$101,284	\$106,348	\$107,412	\$108,486	\$109,571	\$110,666	\$111,773	\$112,891	\$114,020	\$115,160	\$116,311	\$117,474	\$118,649	\$119,836	\$121,034	\$122,244	\$123,467	\$124,702	\$125,949
F21	MASTER FIRE TECH		\$75,580	\$79,359	\$83,327	\$87,493	\$91,867	\$96,461	\$101,284	\$106,348	\$111,666	\$112,782	\$113,910	\$115,049	\$116,200	\$117,362	\$118,535	\$119,721	\$120,918	\$122,127	\$123,348	\$124,582	\$125,828	\$127,086	\$128,357	\$129,640	\$130,937	\$132,246
F23	LIEUTENANT		\$83,138	\$87,294	\$91,659	\$96,242	\$101,054	\$106,107	\$111,412	\$116,983	\$122,832	\$124,060	\$125,301	\$126,554	\$127,820	\$129,098	\$130,389	\$131,693	\$133,010	\$134,340	\$135,683	\$137,040	\$138,410	\$139,794	\$141,192	\$142,604	\$144,030	\$145,471
F26	CAPTAIN		\$91,451	\$96,024	\$100,825	\$105,866	\$111,160	\$116,718	\$122,554	\$128,681	\$135,115	\$136,466	\$137,831	\$139,209	\$140,601	\$142,008	\$143,428	\$144,862	\$146,310	\$147,774	\$149,251	\$150,744	\$152,251	\$153,774	\$155,312	\$156,865	\$158,433	\$160,018
F27	CAPTAIN II		\$96,024	\$100,825	\$105,866	\$111,160	\$116,718	\$122,554	\$128,681	\$135,115	\$141,871	\$143,290	\$144,723	\$146,170	\$147,632	\$149,108	\$150,599	\$152,105	\$153,626	\$155,162	\$156,714	\$158,281	\$159,864	\$161,462	\$163,077	\$164,708	\$166,355	\$168,019
F29	BATTALION CHIEF		\$105,626	\$110,908	\$116,453	\$122,276	\$128,389	\$134,809	\$141,549	\$148,627	\$156,058	\$157,619	\$159,195	\$160,787	\$162,395	\$164,019	\$165,659	\$167,315	\$168,989	\$170,678	\$172,385	\$174,109	\$175,850	\$177,609	\$179,385	\$181,179	\$182,990	\$184,820
F31	DEPUTY CHIEF		\$116,189	\$121,998	\$128,098	\$134,503	\$141,228	\$148,290	\$155,704	\$163,489	\$171,664	\$173,381	\$175,114	\$176,866	\$178,634	\$180,421	\$182,225	\$184,047	\$185,887	\$187,746	\$189,624	\$191,520	\$193,435	\$195,370	\$197,323	\$199,297	\$201,289	\$203,302

Fairfax DPSC Bargaining Unit Pay Scale - FY 2025

Used for slotting employees

Grade	Step	Step %	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
			5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
D17	PSC I		\$50,874	\$53,417	\$56,088	\$58,893	\$61,837	\$64,929	\$68,176	\$71,585	\$75,164	\$75,915	\$76,675	\$77,441	\$78,216	\$78,998	\$79,788	\$80,586	\$81,392	\$82,206	\$83,028	\$83,858	\$84,696	\$85,543	\$86,399	\$87,263	\$88,135	\$89,017
D20	PSC II		\$55,961	\$58,759	\$61,697	\$64,782	\$68,021	\$71,422	\$74,993	\$78,743	\$82,680	\$83,507	\$84,342	\$85,185	\$86,037	\$86,898	\$87,767	\$88,644	\$89,531	\$90,426	\$91,330	\$92,244	\$93,166	\$94,098	\$95,039	\$95,989	\$96,949	\$97,918
D22	PSC III		\$61,557	\$64,635	\$67,867	\$71,260	\$74,823	\$78,564	\$82,493	\$86,617	\$90,948	\$91,858	\$92,776	\$93,704	\$94,641	\$95,587	\$96,543	\$97,509	\$98,484	\$99,469	\$100,463	\$101,468	\$102,483	\$103,507	\$104,543	\$105,588	\$106,644	\$107,710
D23	PSC RECORDS ANALYST		\$64,635	\$67,867	\$71,260	\$74,823	\$78,564	\$82,493	\$86,617	\$90,948	\$95,496	\$96,451	\$97,415	\$98,389	\$99,373	\$100,367	\$101,370	\$102,384	\$103,408	\$104,442	\$105,487	\$106,541	\$107,607	\$108,683	\$109,770	\$110,867	\$111,976	\$113,096

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Attachment B
Pay Scales

Attachment B

FY 2025 - FY 2027 Pay Scales

Fairfax Fire and Rescue Bargaining Unit Pay Scale - FY 2025

Table with 27 columns (Step, 1-26) and 14 rows (Grade F17-F31). Shows pay scales for various roles like FIRE APP MECH, FIREFIGHTER, ASST FIRE APP SUP, etc.

Fairfax Fire and Rescue Bargaining Unit Pay Scale - FY 2026

Table with 27 columns (Step, 1-26) and 14 rows (Grade F17-F31). Shows pay scales for various roles like FIRE APP MECH, FIREFIGHTER, ASST FIRE APP SUP, etc.

Fairfax Fire and Rescue Bargaining Unit Pay Scale - FY 2027

Table with 27 columns (Step, 1-26) and 14 rows (Grade F17-F31). Shows pay scales for various roles like FIRE APP MECH, FIREFIGHTER, ASST FIRE APP SUP, etc.

Final figures may differ by an immaterial amount after loading the pay plan into FOCUS. Captain II ranking will be eventually eliminated through attrition. Master Fire Technician is not a job classification but represents proficiency pay which is being phased out through attrition.

Attachment B Pay Scales

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Attachment B

FY 2025 - FY 2027 Pay Scales

Fairfax DPSC Bargaining Unit Pay Scale - FY 2025

		Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26		
Grade		Step %	--	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%		
D17	PSC I		\$52,400	\$55,020	\$57,771	\$60,660	\$63,693	\$66,877	\$70,221	\$73,732	\$77,419	\$81,193	\$85,075	\$89,056	\$93,136	\$97,315	\$101,594	\$105,973	\$110,452	\$115,031	\$119,710	\$124,489	\$129,368	\$134,347	\$139,426	\$144,605	\$149,884	\$155,263	\$160,742	
D20	PSC II		\$57,640	\$60,522	\$63,548	\$66,726	\$70,062	\$73,565	\$77,243	\$81,105	\$85,161	\$89,312	\$93,561	\$97,908	\$102,354	\$106,900	\$111,546	\$116,293	\$121,140	\$126,087	\$131,134	\$136,281	\$141,528	\$146,875	\$152,322	\$157,869	\$163,516	\$169,263	\$175,110	\$181,057
D22	PSC III		\$63,404	\$66,574	\$69,903	\$73,398	\$77,068	\$80,921	\$84,967	\$89,216	\$93,677	\$98,240	\$102,907	\$107,679	\$112,556	\$117,539	\$122,622	\$127,805	\$133,088	\$138,471	\$143,954	\$149,537	\$155,220	\$160,903	\$166,686	\$172,569	\$178,552	\$184,635	\$190,818	\$197,101
D23	PSC RECORDS ANALYST		\$66,574	\$69,903	\$73,398	\$77,068	\$80,921	\$84,967	\$89,216	\$93,677	\$98,360	\$103,193	\$108,176	\$113,309	\$118,592	\$124,025	\$129,608	\$135,341	\$141,224	\$147,257	\$153,440	\$159,773	\$166,256	\$172,889	\$179,672	\$186,605	\$193,688	\$200,921	\$208,304	\$215,837

Fairfax DPSC Bargaining Unit Pay Scale - FY 2026

		Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26		
Grade		Step %	--	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%		
D17	PSC I		\$54,024	\$56,726	\$59,562	\$62,540	\$65,667	\$68,950	\$72,398	\$76,018	\$79,819	\$83,801	\$87,964	\$92,308	\$96,832	\$101,536	\$106,420	\$111,484	\$116,728	\$122,152	\$127,756	\$133,540	\$139,504	\$145,648	\$151,972	\$158,476	\$165,160	\$172,024	\$179,068	\$186,292
D20	PSC II		\$59,427	\$62,398	\$65,518	\$68,794	\$72,234	\$75,845	\$79,638	\$83,620	\$87,801	\$92,179	\$96,754	\$101,525	\$106,492	\$111,655	\$117,014	\$122,569	\$128,324	\$134,279	\$140,434	\$146,789	\$153,344	\$160,099	\$167,054	\$174,209	\$181,564	\$189,119	\$196,874	\$204,829
D22	PSC III		\$65,370	\$68,638	\$72,070	\$75,673	\$79,457	\$83,430	\$87,601	\$91,981	\$96,581	\$101,410	\$106,488	\$111,717	\$117,096	\$122,625	\$128,304	\$134,133	\$140,112	\$146,241	\$152,520	\$158,949	\$165,528	\$172,257	\$179,136	\$186,165	\$193,344	\$200,673	\$208,252	\$215,981
D23	PSC RECORDS ANALYST		\$68,638	\$72,070	\$75,673	\$79,457	\$83,430	\$87,601	\$91,981	\$96,581	\$101,410	\$106,488	\$111,717	\$117,096	\$122,625	\$128,304	\$134,133	\$140,112	\$146,241	\$152,520	\$158,949	\$165,528	\$172,257	\$179,136	\$186,165	\$193,344	\$200,673	\$208,252	\$215,981	\$223,860

Fairfax DPSC Bargaining Unit Pay Scale - FY 2027

		Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26			
Grade		Step %	--	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%			
D17	PSC I		\$55,105	\$57,860	\$60,753	\$63,791	\$66,980	\$70,329	\$73,846	\$77,538	\$81,415	\$85,478	\$89,727	\$94,162	\$98,783	\$103,590	\$108,583	\$113,762	\$119,127	\$124,678	\$130,415	\$136,338	\$142,447	\$148,742	\$155,223	\$161,890	\$168,743	\$175,782	\$183,007	\$190,418	
D20	PSC II		\$60,615	\$63,646	\$66,828	\$70,170	\$73,678	\$77,362	\$81,230	\$85,292	\$89,557	\$94,025	\$98,697	\$103,574	\$108,657	\$113,946	\$119,441	\$125,142	\$131,049	\$137,162	\$143,481	\$149,906	\$156,537	\$163,374	\$170,417	\$177,666	\$185,121	\$192,782	\$200,649	\$208,722	\$217,001
D22	PSC III		\$66,677	\$70,011	\$73,511	\$77,187	\$81,046	\$85,099	\$89,353	\$93,821	\$98,512	\$103,437	\$108,596	\$113,989	\$119,616	\$125,469	\$131,548	\$137,853	\$144,384	\$151,141	\$158,124	\$165,333	\$172,768	\$180,429	\$188,306	\$196,399	\$204,708	\$213,233	\$221,974	\$230,931	
D23	PSC RECORDS ANALYST		\$70,011	\$73,511	\$77,187	\$81,046	\$85,099	\$89,353	\$93,821	\$98,512	\$103,437	\$108,596	\$113,989	\$119,616	\$125,469	\$131,548	\$137,853	\$144,384	\$151,141	\$158,124	\$165,333	\$172,768	\$180,429	\$188,306	\$196,399	\$204,708	\$213,233	\$221,974	\$230,931	\$240,004	

Final figures may differ by an immaterial amount after loading the pay plan into FOCUS.

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Attachment B
Pay Scales

ATTACHMENT C

Memorandum of Understanding

IAFF Local 2068 and the County agree that there are 121 employees (the “Named Employees”) who were scheduled to receive their longevity step increase, if funded, in FY 2025 under the old pay plan. Under the new pay plan, the Named Employees could have earned less in FY 2025 than they would have earned had they received the applicable longevity step under the old pay plan. As a result, as set forth below, a different methodology is required in order to appropriately slot the Named Employees under the new pay plan.

First: Identify the current pay rate based on rank and step on the FY 2024 pay plan.

Second: Identify the longevity step that the Named employee would have received under the FY 2024 pay plan.

Third: On the “Slotting Pay Scale” find the pay rate in the same rank that is next highest as compared to the Named employee’s current FY 2024 pay rate.

Fourth: On the “Slotting Pay Scale”, once the next highest pay rate is found, move up one additional step within the same rank.

Fifth: After locating the step number in the Fourth item above, find the applicable step in FY 2025 pay plan.

Sixth: Using the FY 2025 pay plan; the Named employee will move up one step on their anniversary date.

Example: First: Deputy Chief on Step 11 on the FY 2024 pay plan is \$192,418.
 Second: Deputy Chief would have been at \$202,039 (Step 12) on the FY 2024 pay plan.
 Third: Deputy Chief next highest rate on the Slotting Scale is \$193,435 (Step 21).
 Fourth: Deputy Chief moves up one step on the Slotting Scale is \$195,370 (Step 22).
 Fifth: Deputy Chief rate on the FY 2025 pay pan is \$201,231 (Step 22)
 Sixth: On the Deputy Chief’s anniversary date, they will move to \$203,243 (Step 23).

The named employees affected under this MOU are:

<u>Name</u>	<u>Rank</u>
ADKINS, TIMOTHY ALFRED	FIRE CAPTAIN 40 42
ALI, BILAL ABU-BAKR	FIREFIGHTER 40 42
ALLEN, JOSHUA R	FIRE LIEUTENANT
ALLEN, RANDALL J	FIRE CAPTAIN
ANDRESON, BENJAMIN D	FIRE TECHNICIAN
ARCE CUZZI, JORGE ANTONIO	FIRE TECHNICIAN
ASHWOOD, ADAM W	FIRE LIEUTENANT
BARB, TIMOTHY O	FIRE CAPTAIN II
BARB, TODD IVAN	FIRE BATTALION CHIEF 40 42
BARNHART, MATHEW COFFMAN	FIRE CAPTAIN II 40 42
BARTOS, MONICA LANDFAIR	FIREFIGHTER
BEACH, SARAH MARIE	P S COMMUNICATOR III
BENDER, BRIAN JAMES	FIRE LIEUTENANT
BETZ, BILL C	DEP FIRE CHIEF
BISHOP, GREGORY R	FIRE CAPTAIN
BONDARUK, KIRILL	FIRE LIEUTENANT
BONKOSKI, BRIAN JOHN	FIRE TECHNICIAN
BOWIE, SETH A	FIRE TECHNICIAN
BOYLE, VINCENT LEO	FIRE TECHNICIAN
BRECHT, MATTHEW JOSEPH	FIRE TECHNICIAN
BREDBENNER, ELI ADAM	FIRE CAPTAIN
BRIDGES, DAVIN E	FIRE TECHNICIAN
BROWN, PHILIP JOSIAH	FIRE CAPTAIN
BURICH, ANDREA N	FIRE TECHNICIAN
CARNEY JR, JEFFREY H	FIRE LIEUTENANT
CARVER, ELENA M	FIRE TECHNICIAN
CHAMPAGNE JR, WAYNE R	FIREFIGHTER/MEDIC
CHAVEZ PAREDES, JOSE CARLOS	FIRE LIEUTENANT 40 42
CHIA, HYACINTH NTAM	FIRE CAPTAIN
CLEMENS JR, DONALD G	FIRE TECHNICIAN
COVERT JR, WALTER A	FIREFIGHTER
CURRIDEN, KEITH E	FIRE CAPTAIN
DEFRIEST, GARY C	FIRE TECHNICIAN
DICKENS II, CLARENCE B	FIRE CAPTAIN
DIMARTINO, JUAN D	FIRE TECHNICIAN
DIRUSSO, RICHARD	FIRE TECHNICIAN
DOJCAK, GREGG J	FIRE LIEUTENANT
DYE, EKATERINA THEODORA	FIRE LIEUTENANT
EVANS JR, JOHN DAVID	FIRE CAPTAIN 40 42
FEASTER, MICHAEL O	FIRE TECHNICIAN

FLORES, VINCENT ANTONIO	FIRE TECHNICIAN
FONTANA, MICHAEL JOSEPH	FIRE CAPTAIN
FRIAS, JONATHON HENRY	FIRE TECHNICIAN
GATES, KENNETH EUGENE	FIRE LIEUTENANT
GEFFEN, KENNETH G	FIRE CAPTAIN
GILLER, BRIAN S	FIRE TECHNICIAN
GUMMERSON, SAGE LEIGH	FIRE LIEUTENANT 40 42
HA, KYUNG S	FIRE TECHNICIAN
HARRIS, CHRISTINA KELLY	P S COMMUNICATOR III
HUEHN, MARK EDWARD	FIRE TECHNICIAN
HUNTER, GREGORY W	DEPT FIRE CHIEF 40 42
HURTADO, ALESSANDRA C	FIRE TECHNICIAN
HWANG, IN SUNG	FIRE TECHNICIAN
IGLESIAS, EDUARDO LINO	FIRE CAPTAIN
JACKSON, JENNA ANA MARIA	FIRE TECHNICIAN
JIMENEZ, DAVID	FIRE LIEUTENANT
JOHNSON, VERNON	FIRE TECHNICIAN
JOHNSTON, KELLY D	FIRE CAPTAIN
KENDALL, WILLIAM LOUIS	FIRE TECHNICIAN
KRAUT, SALLY YONO	FIRE TECHNICIAN
LAMONT III, WILLIAM J	FIRE LIEUTENANT 40 42
LANGLEY, JAMIE CLINTON	FIRE LIEUTENANT 40 42
LATHROP, RICHARD E	FIRE LIEUTENANT
LEE, WON CHUL	FIRE TECHNICIAN
LEWIS, GINNY M	FIREFIGHTER 40 42
LOCKHART, MARONDA SEZELL	P S COMMUNICATOR III
LOTZ, ROBIN M	FIRE TECHNICIAN
MAY, PAUL ADAM	FIRE APPARATUS MECHANIC
MCLAUGHLIN, ERIC DAVID	FIRE TECHNICIAN
MCNEW, RON A	FIRE TECHNICIAN
MENIFEE, JASON C	FIRE TECHNICIAN
MOORE, BRIAN P	FIRE TECHNICIAN
MOORE, NATHANIEL RYAN	FIRE TECHNICIAN
MORELL JR, JOSEPH A	FIRE CAPTAIN
MUNT, JASON RANDOLPH	FIRE LIEUTENANT 40 42
NAUGHTON, ANDREW JAMES	FIRE LIEUTENANT
NGUYEN, TRAVIS T	FIREFIGHTER
OCAMPO, ANGELA TELO	FIRE TECHNICIAN
PACI, TAWNIA DENISE	P S COMMUNICATOR III
PEFFER, DEBORAH JEAN	P S COMMUNICATOR III
PERKINS, NATHANAEL EDWARD	FIRE LIEUTENANT
PETERSON, EASTON MILLER	FIRE CAPTAIN
PICKERING, MICHAEL C	FIRE LIEUTENANT

REAKOFF, KURTIS SCOTT	FIRE LIEUTENANT
RHODES, CHRISTOPHER LEE	FIREFIGHTER
ROBERTS, JASON M	FIRE TECHNICIAN
ROSE, ANDREW LOCKWOOD	FIRE TECHNICIAN
ROTHWELL, JENNIFER REBECCA	P S COMMUNICATOR III
RUFFO-SWANSON, THERESA MADELINE	FIRE TECHNICIAN
SATCHELL, LAURA JANE	P S COMMUNICATOR III
SCHMIDT, JARROD A	FIRE LIEUTENANT
SHAW, IRIS OPHELIA	FIRE TECHNICIAN
SHAW, TRACY KIMBERLY	P S COMMUNICATOR III
SILVA, FACUNDO MARTIN	FIREFIGHTER
SIMPSON, JOSHUA C	FIRE TECHNICIAN
SLIVERS, ADAM J	FIRE CAPTAIN
SMITH, HAKIM LABEEB	FIREFIGHTER
SMITH, JESSICA PERRY SPEAR	FIRE CAPTAIN
SPRAGUE, STEVEN D	FIREFIGHTER
STUDDS, BEVERLY LYNN	FIRE TECHNICIAN
TCHEUFFA, SERGE SYLVAIN	FIRE CAPTAIN
TENNEY, DUANE PAUL	FIRE LIEUTENANT
TRAYNHAM, TRAVIS DONNELL	FIRE LIEUTENANT
VANCE, ALYSSA JODY	FIRE TECHNICIAN 40 42
VELASCO, MARK A	FIRE TECHNICIAN
VOGTEMBING, JOSEPH MARIE LEMBOU	FIRE TECHNICIAN
WAGNER, ELIZABETH K	FIREFIGHTER
WALTER, JASON RICHARD	FIRE TECHNICIAN
WALTERS, MEGAN KATHLEEN	P S COMMUNICATOR III
WARD, WILLIAM FRANCIS	FIRE LIEUTENANT 40 42
WARNER, CHRISTOPHER	FIRE CAPTAIN
WEAND, DAVID EDMOND	FIRE BATTALION CHIEF
WHITE, CRAIG MARQUIS	FIRE TECHNICIAN
WILSON, MARCUS DERYL	FIREFIGHTER
WINTER, DAVID AARON	DEPT FIRE CHIEF 40 42
WOLF, HAROLD B	FIRE TECHNICIAN
WOOD, BRIAN TYLER	FIRE CAPTAIN
WOOLEVER, TRAVIS W	FIRE TECHNICIAN
WORKMAN, ROCKY L	FIRE LIEUTENANT
WYATT, ERIC MIDIAN	FIRE LIEUTENANT
ZDUNSKI, MICHAEL R	FIRE TECHNICIAN