

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**PRINCE WILLIAM COUNTY, VIRGINIA**  
**AND**  
**LOCAL 2598 OF THE INTERNATIONAL ASSOCIATION**  
**OF FIRE FIGHTERS**  
**EFFECTIVE JULY 1, 2024 - JUNE 30, 2028**



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## ARTICLE 1: RECOGNITION

The County recognizes the Prince William Professional Fire Fighters, Local 2598 of the International Association of Fire Fighters, as the exclusive bargaining representative for the Fire and Rescue Employees' Bargaining Unit.

## ARTICLE 2: INTERPRETIVE RULES AND DEFINITIONS

### A. Interpretive Rules.

1. All gender pronouns should be construed as referring to all genders.
2. Unless otherwise stated, any reference to "days" will refer to calendar days. The day on which the triggering event occurred will not be counted for any time limits, but the final day of the period will be counted. If the final day falls on a Saturday, Sunday, or County-recognized holiday, then the final day of the time period will be pushed forward to the next day that is not a Saturday, Sunday, or County-recognized holiday.

### B. Definitions.

1. "Agreement" refers to this Collective Bargaining Agreement.
2. "Bargaining Unit" refers to Employees as defined in the CBO, which as of the date of ratification of this Agreement includes all sworn Prince William County Department of Fire and Rescue personnel at the rank of Captain and below who are not otherwise excluded pursuant to §2-209 of the CBO.
3. "County" means Prince William County, Virginia.
4. "Department" means Prince William County Department of Fire and Rescue established pursuant to Title 27 of the Virginia Code for the purpose of the provision of firefighting and EMS ("Emergency Medical Services"). The Department shall also be referred to as the "Department of Fire and Rescue" or "DFR."
5. "Employee" refers to a member of the Fire and Rescue Bargaining Unit, unless otherwise specified.
6. "Fire Chief" refers to the Prince William County Fire and Rescue System Chief. The Fire Chief shall also be referred to as "Chief."
7. "Local 2598" refers to the Prince William Professional Fire Fighters, Local 2598 of the International Association of Fire Fighters. Local 2598 shall also be referred to as the "Union."
8. "Ordinance" means the Prince William County Collective Bargaining Ordinance, Prince William County Code §2-209 *et seq.*, as amended. The Ordinance shall also be referred to as the "CBO."
9. "PWCFRS" means the combined Prince William County Fire and Rescue System to include every volunteer firefighting and EMS organization formed pursuant to Title 27 of the Virginia Code and Chapter 9.2 of the Prince William County Code and authorized by the Board of County Supervisors through a contract to operate

as a firefighting and/or EMS organization within the geographic boundaries of the County or any of its incorporated towns, as well as the DFR.

10. “Union Official” means an elected member of the Local 2598 Executive Board, or an individual, designated by the Local 2598 President, to serve as a union representative.

### **ARTICLE 3: BARGAINING UNIT COMPOSITION**

The Prince William County Fire and Rescue Bargaining Unit will be composed of uniformed, sworn members of the Prince William Department of Fire and Rescue who meet the definition of Employee in §2-209 of the Ordinance. The parties agree that the following ranks and job classifications fall within the Bargaining Unit:

1. Fire and Rescue Technician I;
2. Fire and Rescue Technician II;
3. Fire and Rescue Lieutenant; and
4. Fire and Rescue Captain.

### **ARTICLE 4: RESIDENCY**

There shall be no residency requirement for Employees in the classifications represented by the Union.

### **ARTICLE 5: MANAGEMENT RIGHTS**

The County and the Department’s right to manage and direct the operations of the Prince William County Fire and Rescue Department shall be consistent with Prince William County Code §2-212, and the County and Department shall retain all rights reserved to it under Prince William County Code §2-212, including the right to treat prohibited subjects of bargaining as beyond the scope of negotiation.

### **ARTICLE 6: NO STRIKE OR LOCK-OUT**

- A. The Union and its members, individually and collectively, agree that, during the terms of this Agreement, there shall be no strikes, slow-ups, or stoppage of work, and the County agrees that there shall be no lock out.
- B. In the event of an unauthorized strike, slow-up, or stoppage, the Union agrees to publicly disavow the strike, by posting a press release on social media or similar means, no later than twenty-four (24) hours of learning of the strike. In the event the Union satisfies this obligation, there will be no liability on the part of the Union.

### **ARTICLE 7: OPEN LINES OF COMMUNICATIONS**

- A. The parties agree to keep an open line of communication between them. Except as

otherwise provided for in this Agreement or in County rule, regulation, policy, or code, communications between the parties shall, to the maximum extent possible, be submitted by the Local 2598 President to the Fire Chief or by the Fire Chief to the Local 2598 President if such communication relates to this Agreement or the Ordinance. The parties agree that both the Fire Chief and Local 2598 President have the authority to designate these duties to other individuals and, to the extent that either the Fire Chief or Local 2598 President have designated such authority, the other party will receive communications from the designated party representative. Even if they have designated their authority, however, the parties agree to copy both the Local 2598 President and the Fire Chief on all communications under this Article.

This Section does not apply to any communication alleging a violation of this Agreement or the Ordinance.

B. Creation of a Labor Management Committee (“Committee”).

1. The Department and the Union will meet quarterly to discuss matters of mutual concern. The Department and the Union may meet more frequently, if necessary, by mutual agreement of the parties. The Committee shall be composed of six (6) members: three (3) representing the Union’s Executive Board and three (3) representing the Department. No employee will suffer loss of wages due to their attendance at Committee meetings.
2. The purpose of this Committee is to discuss, explore, and study problems and processes affecting terms and conditions of employment for Employees, including subjects that may not otherwise be covered by the Agreement or be permissible subjects of bargaining under Prince William County Code §2-212. The Department and the Union agree to exchange a proposed agenda at least seven (7) days in advance of each Committee meeting.
3. The Committee will work collaboratively to identify and evaluate defined sets of operational data, including agreed to terminology, in order to provide the Union with current and relevant data on a regular and agreed-upon basis.
4. The Committee, by mutual agreement, shall be authorized to make recommendations on those issues that have been discussed, explored, and studied. Committee meetings are not intended to be negotiation sessions to alter or amend the Agreement. The Committee shall have no authority to change, delete, or modify any of the terms of the existing Agreement between the parties, or to settle grievances arising under the Agreement.
5. The Department and the Union may agree to create one or more subcommittees of the Committee.
6. Nothing in this Section shall limit the right of the Chief to meet with other employee groups.

C. Representation on the PWCFRS Executive Committee. Local 2598 will have representation on the PWCFRS Executive Committee. The position will be held by the President, or their designee, and will have full voting strength equal to the other members of said committee. The Local 2598 representative on the Executive Committee shall not have the ability to file appeals with the County Executive pursuant to Chapter 9.2 of the

County Code and the committee's internal procedures.

## **ARTICLE 8: UNION ACTIVITIES AND UNION VISITATION**

### **A. Union Visitation.**

1. Local 2598 representatives shall have the right to meet with Employees in non-secure areas of Department facilities. The meeting with Employees cannot interfere with the work assigned to the Employees or other employees in the facilities.
2. Local 2598 and the Public Safety Training Academy staff shall schedule, at an agreed-upon time during any active recruit school, an introduction and recruitment drive, by Local 2598, during class hours at Public Safety Training Academy facilities. In accordance with §2-211(2) of the Ordinance, no employee may be required to attend or participate in such meetings, and employees must be made aware that attendance is voluntary prior to the commencement of such meetings.

### **B. Union Activities. No Local 2598 representative shall be discriminated against for engaging in any lawful activity protected under this Agreement.**

## **ARTICLE 9: UNION BUSINESS AND MEMBERSHIP CHECKOFF**

### **A. Union Membership Checkoff.**

1. Upon presentation by the Union of a list of the individual employees covered by this Agreement for each of whom the Union certifies to have on file a written authorization for dues deduction duly executed by the employee, the Union shall be entitled to have such employees' membership dues deducted from their paychecks on a biweekly basis. Such authorization shall remain in place unless revoked by the employee in writing and provided to the Union and County payroll.
2. The County shall begin to withhold deductions for employees for the pay period following the notice described in Section (A)1 of this Article.
3. If an employee chooses to cancel their union membership dues, the employee shall notify Local 2598 and Local 2598 shall then notify the County within seven (7) days.
4. The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted bi-weekly to the Union along with an itemized statement.
5. The Union agrees to hold harmless and indemnify the County for any liability arising from the application of this Article.
6. Except as otherwise expressly provided in the Agreement, the County will not seek to encourage or discourage Union membership.

### **B. Leave for Union Business.**

1. Union officials shall be permitted reasonable time during working hours to conduct Union business directly related to the negotiation and administration of the

Agreement and any other purpose allowed by the Ordinance. However, the County's operational needs will take precedence over Union business, and the Union and Employees may be precluded from conducting Union business during working hours when necessary.

2. Any time taken for Union business while on a scheduled shift will be treated as hours worked for purposes of determining overtime eligibility. Union business conducted outside of a scheduled shift will not be treated as hours worked. The Department reserves the right to preclude any and all Union business during working hours when there is an emergency and at other times when it shall unduly impact Department operations.
  3. The County shall provide a total of one thousand one hundred and fifty-two (1152) hours per year to be allocated to the Union which may be used by Employees selected by the Union to attend approved organization conferences and training related to the Union, including the Redmond Health and Safety Symposium/Barbera EMS Conference, Affiliate Leadership Training Summit (ALTS)/Human Relations Conference (HRC), Virginia Professional Firefighters Educational Seminar, International Association of Fire Fighters (IAFF) 4th District Educational Conference, and any others approved by the Chief. Unused hours will not roll over into the next calendar year. The Department reserves the right to preclude any and all Union business during working hours when there is an emergency and at other times when it shall unduly impact Department operations.
  4. When possible, seventy-two (72) hours' notice is required to be granted Union leave. If seventy-two (72) hours' notice is not possible, Employees requesting Union leave will provide the request as soon as practicable.
  5. The Union will ensure a representative is always available to meet with the Fire Chief, or their designee, during regular business hours when Union members are attending organizational conferences or training related to the Union.
- C. Communication Distribution. In accordance with Prince William County Code §2-211(4), Local 2598 will be permitted to use the County's email system for distribution of official Union communications.
- D. Non-participation in Volunteer Activities. No Employee shall be required to participate in fundraising activities of a volunteer fire company (for example, bingos, crab feasts, or any business that relates to private volunteer corporations).

#### **ARTICLE 10: EMPLOYEE LIKENESS**

- A. By July 1, 2025, the Labor Management Committee will develop a policy recommendation regarding its use of Employee's likeness in Department publications or on Department media.
- B. If Employees are recorded at their worksite by the Department, to include inside vehicles, the Department shall provide timely access to available unedited footage upon request of the Employee who was subject to the recording.
- C. The Department will not make audio recordings of Employees without prior notification.



- D. By January 1, 2025, the Labor Management Committee will develop a policy recommendation for the use and storage of video recordings of Employees.
- E. The provisions of this section do not: (i) extend to administrative investigations carried out by the County or Department; or (ii) negate any protections that Employees are entitled to under then current County policies.

## **ARTICLE 11: ADAPTING TO TECHNOLOGY CHANGES**

The Department will provide reasonable notification, at least sixty (60) days in advance, absent exigent circumstances, to Local 2598 ahead of the implementation of any Department-level technological changes that may reasonably be expected to result in a substantial change in the essential duties performed by Employees. If Employees are to use such technology to perform essential functions of their job, the County will train Employees on the use of the new technology prior to the Employee using that technology unless there are exigent circumstances.

## **ARTICLE 12: POLICIES AND PROCEDURES**

- A. Compliance with Policies and Procedures. The Union agrees that its members shall comply with all applicable County, Department of Fire and Rescue and PWCFRS policies and procedures, including those relating to conduct and work performance, unless specifically modified by this Agreement.
- B. Notice of Policy Change.
  - 1. The Department agrees to provide Local 2598 with notice of proposed changes regarding Department Policy and Procedures that will affect the Bargaining Unit at least thirty (30) days in advance of the proposed implementation date.
  - 2. Local 2598 will have fourteen (14) days from receipt of any proposed Departmental changes to request to discuss the proposed changes.
  - 3. The Department shall give due consideration to Local 2598's comments; however, it is not obligated to modify or change any Policy and Procedure based upon the Union's review.
  - 4. The Department may implement the proposed change after the thirty (30) day period set forth in Section B(1) of this Article has expired, or earlier if operationally necessary.
  - 5. When the Chief is notified by the County of proposed changes to the County Personnel Policy, the Chief will notify the Union President and, when time permits, allow the Union President to provide feedback to the Chief.
- C. Availability of Department Regulations/Policies/Procedures. Employees shall have access to the current Fire Department Policies and Procedures, Personnel Bulletins, Operational Procedures Manuals, Information Bulletins, and Department Orders, etc. at each worksite in an electronic format. If these documents are not available in an electronic format, the Department shall provide one (1) paper copy of each applicable document at each worksite.
- D. Availability of County Policies/Procedures. Employees shall have access to current

County Policies and Procedures, Personnel Bulletins, Operational Procedures Manuals, Informational Bulletins, and Department Orders, etc. at each worksite in an electronic format. If these documents are not available in an electronic format, the County shall provide one (1) paper copy of each applicable document in each worksite.

## **ARTICLE 13: AUTHORIZED DISCLOSURES REGARDING INJURY OR DEATH**

### **A. Definitions.**

1. For purposes of this Article, “Notice Authorization Form” means a form in which an Employee authorizes, by signature, the Department to notify Local 2598 when that Employee suffers a serious injury or death. The Notice Authorization Form shall contain a statement that reads: “I authorize Prince William County to notify Local 2598 of any serious injury or death that I suffer in the line of duty.”
  2. For purposes of this Article, the term “serious injury” shall mean any injury that requires notification to the Fire Chief or their designee.
- B. An Employee may submit a Notice Authorization Form to the Department. An Employee may, at any time, revoke the Employee’s Notice Authorization Form.
- C. The Department shall maintain the Notice Authorization Form it receives. These forms will be considered valid unless revoked by the Employee.
- D. Local 2598 will be notified as soon as practicable upon notification of the Fire Chief, or their designee, whenever a Bargaining Unit member suffers a serious injury or death.
- E. Local 2598 will be solely responsible for ensuring that the Notice Authorization Form is executed by all necessary parties.

## **ARTICLE 14: PERSONNEL FILES**

### **A. Personnel File Locations.**

1. There shall be two (2) recognized Employee personnel files, one kept at the Prince William County Office of Human Resources and the other kept at the Office of the Fire Chief (or other mutually agreed upon DFR location).
  2. Employee’s medical files will be kept at the Office of Health and Safety (or other mutually agreed upon DFR location).
- B. Employee Access and Removal. All personnel records, and medical files in the Department’s possession, shall be treated as confidential information. Employees with or without Union representation may make an appointment to review their individual personnel or medical files in the Department’s possession. The appointment must be made at least seven (7) days in advance. All items contained in such file shall be available for review and copy with the exception of outside confidential references relating to original employment or promotion.
- C. Employee Additions. Employees shall have the right to respond in writing to any information contained in their personnel file which will be kept in said file. Employees will also have the ability to add letters of recommendation from the Department, the public,

etc. to their DFR file.

### **ARTICLE 15: OUTSIDE EMPLOYMENT**

- A. The County defines outside employment as any position for which an Employee receives compensation from an organization other than Prince William County Government.
- B. Employees must notify the Fire Chief, or their designee, of any outside employment unless the Fire Chief, or their designee, has specified that notification is not necessary for consideration.
- C. Approval of outside employment will be made pursuant to applicable section/s of the Prince William County Personnel Policy in no later than thirty (30) days.

### **ARTICLE 16: BULLETIN BOARDS**

- A. The County shall provide a space for bulletin boards for the use of Local 2598 in each County-owned work location and at convenient locations accessible to Employees that are not readily viewable from a bay or sidewalk.
- B. Local 2598 agrees that no political activity (endorsement, campaign events, etc.) will be displayed.
- C. Nothing in this Article will prohibit the Union from installing bulletin boards at non-County owned work locations, after approval by the Chief and the owner of the building.

### **ARTICLE 17: UNIFORMS**

- A. The Department is responsible for providing all required uniforms items (except socks and undergarments) at no cost to Employees.
- B. Employees may request a replacement if their uniform becomes unsafe or no longer meets the Department's appearance standards. These items will be replaced in accordance with current Departmental policy.
- C. Employees will receive five (5) additional T-shirts after completion of their probationary year. Existing Employees hired after January 1, 2015, will work through their chain of command to receive the quantities outlined in this Article.
- D. The Department shall make available uniform items that are sized and cut for women, pregnant Employees, and Employees with a disability that prevents them from wearing the standard uniform.
- E. Approved alternative footwear shall be made available after an Employee obtains a doctor's note, subject to and if approved through the County's Reasonable Accommodation Process.
- F. Employees are permitted to wear an International Association of Fire Fighters (IAFF), Virginia Professional Fire Fighter (VPFF), and/or Local 2598 pin on the Class A uniform.
- G. If an Employee loses or destroys a necessary uniform item as a direct result of the Employee's negligence, the Employee shall be responsible for replacing the item.

- H. The Department and Local 2598 will collaboratively work to review DFR Policy 4.1.1 (December 12, 2011) by January 1, 2025. This review will explicitly include consideration of uniform shorts and approved member-purchased station wear (chore coats, belt buckles, T-shirts, etc.).
- I. The Department will provide the resources necessary to launder uniforms while on duty to ensure that uniforms are maintained in a clean, safe, and presentable state. The DFR will ensure the availability of a washer, dryer, and laundry detergent. An equipment failure (appliance, electricity, water, etc.) will not constitute a violation of this Section unless such failure is not addressed in a reasonable period of time.
- J. Only Department-approved uniform items may be worn on duty. Employees shall, at a minimum, be provided with the following items (unless otherwise indicated):

ITEM	QUANTITY	
CLASS A UNIFORM (Dress Uniform)		
Long-sleeved button white shirt	1	
Blouse	1	
Trousers	1	
Belt (Leather)	1	
Standard tie	1	
Department insignias	1 pair	
Hat (Cover) (Badge, strap, and protector)	1	
Patent leather shoes	1 pair	
CLASS A UNIFORM (Honor Guard Uniform – Additions)		
Long-sleeved button white shirt with rocker	1	
Should cord (red)	1	
Badge cover	1	
Raincoat	1	
Gloves (white)	1 pair	
CLASS B UNIFORM (Formal Work Uniform)		
	Field	Staff

Short-sleeved button white shirt	1	5
Long-sleeved button white shirt	1	3
Trousers	5	5
Navy blue wool sweater (Chief's issued one, Captains may purchase)	Member Purchase	Member Purchase
Belt (Leather)	1	1
Black oxford shoes	1 pair	1 pair
Badge	2	2
Nameplate	2	2
Collar rank insignia	2 pair	2 pair
Winter jacket	1	1
Blue Raid Jacket – FMO LEO only	1	1
Blue Admin. Jacket – Chief Officers only	1	1
Standard tie	1	1
<b>CLASS C UNIFORM (Field Work Uniform)</b>		
	<b><i>24-hour</i></b>	<b><i>Staff</i></b>
Navy blue button-down shirt for recruits	3	3
Collared uniform shirt	2	3
Long-sleeved job shirt	2	2
Long-sleeved T-shirt (blue or white)	3	3
Belt (webbed)	1	1
Boots	1 pair	1 pair
Baseball cap	1	1
Watch cap	1	1
<b>CLASS D UNIFORM (Station Uniform)</b>		

Coveralls	1
<b>CLASS E UNIFORM (Physical Fitness Uniform)</b>	
Navy blue T-shirt	7
Navy blue shorts	4
Navy blue sweatshirts/hooded sweatshirts are issued to recruits in lieu of job shirts	2
Navy blue sweatpants	1

### **ARTICLE 18: RELIEF**

- A. Incident Relief. At incidents that will extend beyond the end of a scheduled shift, the Department will develop plans to relieve on-duty personnel in a safe and organized manner when it does not adversely impact operations. The Department shall make a reasonable effort to transport the Employee back to their assigned station when the Employee is working beyond the end of their scheduled shift.
- B. General Relief. In an effort to ensure Employees do not go beyond their assigned work hours, and to minimize overtime impacts to the County, the Department will allow Employees to relieve each other prior to official shift change. This will be made through the notification and agreement of the ongoing and off-going unit officers. To ensure personnel accountability of Employees assigned to units, personnel accountability system will be updated to accurately show who is staffing the unit. Employees relieving the off-going shift must have the appropriate uniform donned and personal protective equipment (“PPE”) on the unit or in place to be utilized for emergency response. Employees relieving each other during the thirty (30) minute period preceding the start of the Employee’s shift will need to notify the ongoing and off-going unit officers at the time of the relief. Both unit officers must agree to the relief. Employees relieving each other during the thirty-one (31) to sixty (60) minute period preceding the start of the Employee’s shift will need to notify and receive prior approval from the ongoing and off-going unit officers. Employees relieving each other prior to the sixty (60) minute period preceding the start of the Employee’s shift will utilize the process for shift trades.
- C. Personal Emergency Relief. In the rare instance when an Employee has a personal emergency that requires their departure from work without prior notice, the unit officers shall be provided the discretion to place an operational unit temporarily out of service to facilitate the Employee’s departure. The unit officer must then immediately notify and work with their chain of command and the staffing office to minimize the out-of-service time for said apparatus.
- D. Critical Incident Relief. To minimize the mental and psychological impacts of the environment of emergency services, the Department will allow unit officers the discretion to place an operational unit out of service to facilitate crew member preparedness following the occurrence of a critical incident. A non-exclusive list of examples is listed below. No

operational unit may be placed out of service until the unit officer obtains approval from a chief officer designated by the Fire Chief. The unit officer will then immediately work with their chain of command and the staffing office to minimize the out-of-service time for said apparatus.

- Acts of violence;
- Multiple alarm incidents;
- Maydays; and/or
- Pediatric loss of life.

#### **ARTICLE 19: NOTIFICATION OF TRANSFER**

- A. If the Department of Fire and Rescue transfers an Employee to another assignment, the Employee shall receive at least thirty (30) days in advance written notice of said transfer, absent exceptional circumstances. Nothing in this Article shall limit the right of the Chief to increase or decrease staffing levels.
- B. Employees that have been transferred will have thirty (30) days from the time of notification of transfer to submit crossover leave and mandatory holdover exemption requests. These requests will be fulfilled unless exceptional circumstances arise.
- C. Local 2598 and the Department will work collaboratively to develop a transfer policy by January 1, 2025.

#### **ARTICLE 20: VOLUNTARY CLASSIFICATION MODIFICATION**

- A. In exceptional circumstances, an Employee may request to voluntarily self-demote to a lower rank than that which they currently hold. Upon voluntary demotion, the Employee will be placed on the pay scale at the appropriate step for the new position for their years of service.
- B. Employees seeking a voluntary demotion shall provide the request in writing to the Fire Chief at least fourteen (14) calendar days before the desired effective date. The Department shall approve or deny the request within seven (7) calendar days of receiving the request. The Department shall approve the request unless it adversely affects operations or the administration of the PWCFRS.
- C. Employees may voluntarily relinquish a certification that is not required by the Employee's job description and/or the PWCFRS Uniform Rank Policy. Such relinquishment will not constitute a voluntary demotion; however, the Employee will no longer receive any pay related to the certification.

#### **ARTICLE 21: NOTIFICATION OF COMPETITIVE PROCESS**

- A. Notification.
  - 1. The promotional announcement shall be posted at all the Department's work sites, as well as communicated via e-mail for a period of not less than thirty (30) nor more

than ninety (90) calendar days prior to the scheduled testing date.

2. The promotional announcement will include, but shall not be limited to:
  - i. Date, time, and examination site;
  - ii. Minimum requirements for eligibility to take the examination;
  - iii. Source material from which the examination will be developed and suggested access to the material, as well as what materials the candidate will have access to while testing and in what form;
  - iv. The duration of time the eligibility list will be in effect. In no case will the eligibility list be in effect for less than six (6) months, unless exhausted, or more than thirty-six (36) months from the date of issuance. The current standing list will remain in effect until the new eligibility list is posted; and
  - v. Form of the testing process identifying each element of the process that must be achieved, and the weight of each section that will contribute to the total score of the candidate (i.e., Written 30%, Practical 40%, Interview 30%).

B. Appeal of Written Examinations.

1. It is the Department's policy to provide an opportunity for review and appeal by Employees of adverse decisions concerning their eligibility for or appointment to promotional vacancies. This policy includes an Employee's opportunity to:
  - i. Review the answer key to written examinations;
  - ii. Review the written results of scored elements of the selection process;
  - iii. Contest the performance evaluation materials used in these promotional decisions; and
  - iv. Reapply, retest, and be rescheduled each time a promotional examination is scheduled.
2. The Department shall make the written appeal process available to all Employees no later than the date of the written promotional examination.

C. Process for Appointment. Candidates will be appointed from the eligibility list established by the Department. Appointments shall be made by the Fire Chief. All appointments shall become effective on the first day of the pay period following the completion of both Personnel Action Forms.

D. Reasonable Accommodation. An Employee may request a reasonable accommodation necessary to allow the Employee to sit for a promotional examination in accordance with the County's Reasonable Accommodation Process.

E. Posthumous Promotion. An Employee who dies in the line of duty may be considered for a ceremonial posthumous promotion to their next rank if on the current eligibility list by the Fire Chief.

F. Alternate Test Date. An Employee who is unable to sit for any part of a promotional examination may request an alternative test date if the original test date creates an undue hardship.



## **ARTICLE 22: SCHEDULING**

- A. By July 1, 2027, the Department will adopt a fifty (50) hour average workweek, unless the Chief, after consultation with the Schedule Subcommittee (see Section D below), determines that there is insufficient staffing to support a fifty (50) hour average workweek.
- B. In an effort to hire the approximately seventy-five (75) additional personnel needed to adequately staff the Department for a fifty (50) hour work week, the County will make it a goal to hire twenty-five (25) additional personnel, above current hiring plans, in the fiscal years 2025, 2026 and 2027.
- C. In an effort to support the Department's hiring initiatives, the Union will endeavor in all ways to help recruit and retain firefighters, including attending job fairs, assisting with recruitment drives, etc.
- D. The Department and the Union shall form a Schedule Subcommittee of the Labor Management Committee (see Article 7) no later than January 1, 2025, to develop schedule options to facilitate Section A of this Article. The Subcommittee shall be composed of six (6) members: three (3) designated by the Local 2598 President and three (3) designated by the Fire Chief. No employee will suffer loss of wages due to attendance at Labor Management Committee meetings.
- E. The above-mentioned Schedule Subcommittee will also make recommendations to the Fire Chief regarding improving the current fifty-six (56) hour average work week and the start time associated with said schedule. These recommendations will be made by no later than July 1, 2025.
- F. Nothing in this Article shall be interpreted to preclude the Department from utilizing voluntary/mandatory overtime at any time to ensure minimum staffing levels are met.
- G. Nothing will preclude the County from implementing a fifty (50) hour work week sooner than July 1, 2027.

## **ARTICLE 23: DETAILS, OVERTIME AND MANDATORY HOLDOVER**

- A. Details. If unforeseen circumstances exist where the Staffing Office must inform an Employee of a detail on their day off, sixty (60) minutes of overtime will be granted and entered by the Employee to be approved by their immediate supervisor. This is to ensure that the Employee can retrieve their PPE and personal belongings from their assigned station and then report to their detailed assignment prior to 06:00 am, or future start time.
- B. Holdover and Callback. When Employees are called back to work (voluntary or mandatory) from an off-duty status for immediate staffing, they will be paid from time of the call until they are off-duty. A minimum of two (2) hours of overtime will be given for a callback.
- C. Maximum Number of Consecutive Hours Work. Operations Employees may be scheduled by the Staffing Office to work voluntarily up to forty-eight (48) hours consecutively and mandatorily up to thirty-six (36) hours consecutively (no more than twelve (12) hours of mandatory, and no mandatory hours that would require the Employee to work beyond hour thirty-six (36)).

D. Mandatory Holdover.

1. Release of mandatory holdover groups shall occur no later than 06:00 am, or future shift start time.
2. Employees are not required to stay on the job, on call, or return to a fire station/fire department facility if they have not been notified by the County before 06:00 am that the Employee must perform a mandatory holdover.
3. Employees who are not on the mandatory overtime list have no obligation to stay at the worksite after they are officially relieved from duty.

E. Exceptions. If an Employee's mandatory holdover conflicts with an obligation to teach for the Department, assist with training, or attend a fire department-related class/meeting, the Employee shall not be required to work a mandatory holdover during that period with the Division Chief, or their designee's approval.

F. Substitutions. Employees may "shift-trade" their respective mandatory holdover shifts per DFR Policy 1.4.1.

G. Spring and Autumn Time Change (Daylight Saving Time). Personnel who are scheduled to work when the time moves forward one (1) hour in the spring will not be charged leave for the one (1) hour they do not work. Personnel on leave will have their leave adjusted to reflect the time change. Employees who are scheduled to work when the time moves backward one (1) hour in the autumn, will be compensated for that hour at the overtime rate for their pay grade. Employees on leave will not be charged additional leave to cover the one (1) hour difference. As with all overtime, it is the responsibility of the individual to enter this overtime and the supervisor to approve it.

## **ARTICLE 24: SAFE AND OPTIMAL APPARATUS DEPLOYMENT**

In an effort to provide for a safe and secure community, while also maximizing the safety and efficiency of the providers, career and volunteer, charged with that protection, the County and Local 2598 will work collaboratively to identify an optional deployment model to maximize service to Prince William County. This study will include the continued collaboration of career and volunteer members, continuing the world-class example set by our combination Fire and Rescue System. The GIS-based deployment study will be completed by July 1, 2025, and at a minimum identify emergency service needs on a three (3), five (5), and ten (10) year horizon.

## **ARTICLE 25: SAFETY**

A. Safety Committee.

1. There shall be established a Joint Safety Subcommittee as a subcommittee of the Labor Management Committee. The Joint Safety Subcommittee shall consist of six (6) members, three (3) of whom shall be appointed by the Union from the Bargaining Unit and three (3) of whom shall be appointed by the County.
2. The Joint Safety Subcommittee shall have the following duties:
  - i. Meet at least once every month on established dates.

- ii. Review and make written recommendations on the care and treatment of firefighters injured in the line of duty so that a standardized medical protocol may be submitted to the medical facilities likely to treat such injured firefighters on an emergency basis. This protocol shall address treatment or injuries commonly sustained by Employees, including the following: (1) exposure to contagious disease; (2) exposure to hazardous materials; (3) any other environmental hazard encountered by Employees, including extreme weather conditions, e.g., frostbite, heat stroke, etc.
- iii. Make written recommendations for hazardous conditions or unsafe work methods that come to its attention.
- iv. Develop a recommendation for a policy/procedure for exposure tracking by January 1, 2025. At a minimum the policy will address two (2) subsections of exposures: personal and group.
- v. Keep written minutes of all meetings. As necessary, written reports shall be prepared for review and action at the next meeting.

B. Unsafe Conditions.

- 1. No Employee shall be required to operate unsafe equipment or work in conditions that are likely to cause serious injury, except as required by the hazardous nature of the work performed by Employees.
- 2. When an Employee believes that an unsafe condition exists, the Employee shall first notify their immediate supervisor. Where the Union alleges that an unsafe condition exists by the Union on behalf of affected Employees, the matter may be referred directly to the Department Safety Officer pursuant to Section B(3) of this Article.
- 3. If the parties fail to resolve any difference or disagreement over the existence of such an unsafe condition, or the appropriate corrective measures that need to be taken, the issue may be referred by the Union to the Departmental Safety Officer. Within fourteen (14) days after receipt of the Union's written notification, the Safety Officer will notify the Union in writing of the measures that the Department proposes to take to correct the alleged unsafe conditions.
- 4. If the Union disagrees with the Safety Officer's determination of the existence of an unsafe condition or his/her proposed remedial action, the Union may appeal the matter to the Fire Chief within fourteen (14) days of receipt of the Safety Officer's decision.
- 5. Within thirty (30) days after receiving the Union's appeal, the Fire Chief shall notify the Union in writing of the action the Department proposes to take to correct the alleged unsafe conditions. If the matter concerns a prohibited subject of bargaining under Prince William County Code §2-212, the Fire Chief's decision shall be final and binding, and not subject to arbitration as detailed below in Section B(6) of this Article.
- 6. In the event that the Union disagrees with the Fire Chief's proposed corrective action, the Union may submit the matter for arbitration in accordance with Article

35 (Grievances), by giving written notice of intent to arbitrate to the Fire Chief within fourteen (14) days of its receipt of the Fire Chief's response. Within seven (7) days of notice, the County may object to whether the matter is arbitrable because it is a prohibited subject of bargaining under Prince William County §2-212. Where such objection is made, an arbitrator must first decide whether the matter concerns a prohibited subject of bargaining. If the arbitrator decides the matter does not concern a prohibited subject of bargaining, the arbitrator may decide the merits of the matter in accordance with Article 35 (Grievances). The arbitrator's authority to consider and decide such matters are specifically limited as follows:

- i. The arbitrator may only order such relief as is reasonably permitted by the Department's legal and financial ability; and
- ii. The arbitrator shall also allow the Department a reasonable time to take any corrective action ordered.

C. Safety and Declaring an Apparatus Out of Service for Safety Concerns. The driver and/or unit officer has the ability to deem an apparatus out of service for safety concerns. The driver and/or unit officer must then immediately notify and work with their chain of command to find an alternate apparatus to facilitate necessary repairs to place the apparatus back in service. The final decision as to whether an apparatus will remain out of service shall be made by the Fire Chief or their designee.

D. Personal Protective Equipment.

1. The Department and Local 2598 agree to establish a Personal Protective Equipment ("PPE") Subcommittee of the Labor Management Committee ("PPE Subcommittee"). The PPE Subcommittee shall consist of three (3) Local 2598 representatives and three (3) Department of Fire and Rescue representatives. The PPE Subcommittee shall meet minimally four (4) times a year. If new PPE should be considered to be purchased or approved by the Department then, to the maximum extent possible, PPE Subcommittee members will be involved with PWCFRS selection efforts.
2. The Department will endeavor to test and outfit Employees with Polyfluoroalkyl Substance (PFAS) free PPE, if reasonably available, subject to fiscal and operational constraints.
3. The Department and Local 2598 will work collaboratively to create an approved list of non-required personal PPE (which meets or exceeds applicable standards by January 1, 2025) that Employees can purchase for workplace use. Examples of types of personal PPE that the PPE Subcommittee may approve include utility gloves, Nomex hoods, boots, etc. The cost of purchasing the non-required, personal PPE must be borne entirely by the Employee, and the items must be purchased directly from the vendor (not through the County). The Department is not required to replace damage to non-required, personal PPE. The PPE Subcommittee will recommend a process to the Chief by which an Employee can request to have items evaluated which will ensure consideration is done in a timely fashion (no more than thirty (30) days) and that the Department applies a fair, consistent standard in determining whether to approve such non-required, personal PPE.

4. The Department will provide the resources necessary to launder all required PPE in a timely manner while on duty to ensure that PPE is maintained in a clean, safe, and presentable state.

## **ARTICLE 26: WORKSITE SAFETY**

- A. Lactation Access. The Department agrees to maintain a current list of private and discreet locations in all worksites for use by Employees who are lactating. This list will be posted at all worksites and electronically on the Department's Intranet page. Additionally, lactating Employees may request a small personal refrigerator for storage of breast milk through Department Logistics.
- B. Safe and Secure Storage of Personal Belongings. Employees will be provided with a space for safe and secure storage of personal belongings while on shift, of appropriate size, in a climate-controlled area free from exposure to hazardous materials.
- C. Safe and Secure Storage of Structural Firefighting/Technical Rescue Gear.
  1. Employees will be provided with a storage solution to facilitate the healthy, secure, and safe storage of structural firefighting/technical rescue gear which shall include, to the extent reasonably available, a temperature-controlled area of the fire station that limits exposure to hazardous materials and is physically separated from the general work areas to reduce any unnecessary exposures to the known contaminants inherent in the PPE.
  2. Employees will be provided with a storage solution to facilitate the safe storage of PPE while transporting it in their personal vehicle as well as when stored at home (in the event of a pending detail assignment or for floating positions). This storage solution will be washable and made available as soon as practicable.
- D. Station Security. All County-owned Fire and Rescue System worksites shall have security features to protect employees and County assets within. These features may include electronic door locks with traceable entry systems and video monitoring of public spaces.

## **ARTICLE 27: HEALTH AND WELLNESS**

- A. On-Duty Physical Fitness Periods. Employees will be provided with two (2) hours of time during the twenty-four (24) hour shift for physical fitness activities. Employees will remain available for response to incidents during the physical fitness activities. Units shall not be placed out of service or delayed due to physical fitness training.
- B. Employee Assistance Program. The County shall provide counseling services to Employees and their dependents under the County's EAP (Employee Assistance Program) contract. The County will consult with Local 2598 to consider additional services for the program, such as peer support groups.
- C. Proactive Injury/Illness Prevention.
  1. The Department of Fire and Rescue will maintain a "Peer Fitness Trainer" program. The Department will support initial and recertification (or ongoing) training for Peer Fitness Trainers. The Labor Management Joint Safety Subcommittee (see

Article 25) will make recommendations to the Fire Chief regarding the optimal number of Peer Fitness Trainers, their uses, and their underlying certification standards.

2. The Department will provide, at a minimum, one (1) certified athletic trainer for the use of Employees to assist with return-to-work preparation, injury prevention, strength/condition improvement, etc.
3. The Labor Management Joint Safety Subcommittee will make recommendations to the Fire Chief regarding wellness initiatives such as in-station sauna use, chiropractic services, massage service, etc.

D. Notice Regarding Employee Fitness Testing.

1. Any changes proposed to the required annual physicals provided to Employees will be provided to the Labor Management Committee with a minimum of thirty (30) days' notice to allow for comment and feedback to the Fire Chief.
2. Any changes proposed to the drug/alcohol testing of Employees will be provided to the Labor Management Committee with a minimum of thirty (30) days' notice to allow for comment and feedback to the Fire Chief.
3. Any changes proposed to incumbent physical testing of Employees will be provided to the Labor Management Committee with a minimum of thirty (30) days' notice to allow for comment and feedback to the Fire Chief.

## **ARTICLE 28: TRAINING AND EDUCATION**

Training and education will be split into three (3) categories of training: Required/Supported, Elective/Supported, and Elective.

A. Required Supported Training and Education.

1. Required Supported Training and Education is training/education that is required for an individual Employee, based on their current or future assignment as directed by the Department, currently held Department endorsed certification, or required for the Department as a whole, to earn or maintain the necessary credentials to safely perform essential emergency or prevention services, or the prerequisite work that maintains the Department's readiness for response.
2. All Employees attending required/supported training will be compensated for all time spent in such training, provided the Employee receives advanced approval from the Chief or their designee. This will be accomplished through detail, flex, or overtime.
  - i. Classes held locally where the Employee travels to class and returns home and/or works the same day are not eligible for mileage, per diem, or lodging.
  - ii. Classes where the Employee travels to class and, with Department approval, spends the night, are eligible for mileage, per diem, or lodging.
3. The Department will cover all expenses related to required/supported training. This includes registration, fees, per diem, travel, etc.
4. Employees will not be required to return to the firehouse in between two (2)

consecutive day sessions of training. They may elect to do so but flex will be offered as a default.

5. Uniform rank classes will be supported for one (1) rank above the current rank held by an Employee.
  - i. On-duty Employees in the Operations Section whose primary responsibility is to staff fire and rescue units shall not be detailed to class without sufficient on-duty staffing, including the use of voluntary and/or mandatory overtime if necessary, as determined by the Chief or his designee. This includes a sufficient number of OMD-endorsed ALS Providers, as well as all other required specialties to staff all appropriate fire and rescue units, including units that are not typically staffed but are dispatched on emergencies (such as boats and other specialized units).

B. Elective/Supported Training and Education.

1. Training/education that is beneficial for an individual Employee, or the Department as a whole, to improve and enhance knowledge, skills, and abilities to safely perform essential emergency or prevention services, or the prerequisite work that maintains the Department's readiness for response.
2. All Employees attending elective/supported training may be compensated fully, provided the Employee receives advanced approval from the Chief or their designee. This will be accomplished through detail, flex, or overtime.
  - i. Classes held locally where the Employee travels to class and returns home and /or work the same day are not eligible for mileage, per diem, or lodging.
  - ii. Classes where the Employee travels to class and, with Department approval, spends the night are eligible for mileage, per diem, or lodging.
3. The Department may cover expenses related to required/supported training. This includes registration, fees, travel, etc.
4. Employees will be granted the ability to use Department-issued PPE to attend elective/supported training.
5. Uniform rank classes will be considered elective/supported for any rank more than one (1) rank above the current rank held by an Employee.
6. An Employee may request ANY training/education be supported by the Department if they can demonstrate the benefit to the Department in doing so.
  - i. Employees are encouraged to attend elective training and education. All employees will be granted forty-eight (48) hours of training leave per year to facilitate these endeavors.
    - a. Employees may be granted more than forty-eight (48) hours at the discretion of the Fire Chief or their designee.
    - b. No training leave will rollover from year to year.
  - ii. The decision to support specific elective training will be at the discretion of the Fire Chief or their designee.

C. Elective Training and Education.

1. Non-supported elective training/education is not required for an individual Employee, or the Department as a whole, but may benefit the Department.
2. All Employees attending elective training will be required to attend on their own time.
3. The Employee will cover all expenses related to elective training. This includes registration, fees, travel, etc.
4. The Department may approve the use of PPE for elective training. Requests will be made through the Employee's chain of command with a minimum of two (2) weeks advance notice.
5. Employees will have the ability to add certifications obtained via elective training to their personnel file.

D. Tuition Reimbursement. This Article is not subject to the Department's Tuition Reimbursement Program.

E. Employee Responsibility.

1. Every Employee who attends elective supported or sponsored training may be required to:
  - i. Provide written correspondence to their chain of command up to their respective Assistant Chief outlining the training they attended. It shall, at a minimum, include (1) what the Employee learned and a general overview of the attended training, (2) whether the training augments or conflicts with existing policy and procedure, and (3) whether said policy and procedure should be revised or eliminated and/or whether the training augments or conflicts with training already provided to the Employee by the Department.
  - ii. Instruct others on the provided training, including but not limited to, a briefing or presentation containing similar information to that outlined in Section D(1)(i) of this Article, and didactic and/or practical training on the provided topic as directed.

F. Employees who are unable to comply with the provisions set forth in Section (E) of this Article must either seek an exemption from the Chief, or their designee, or forfeit the Employee's remaining training credit for the year.

## **ARTICLE 29: LEAVE**

A. Bereavement Leave. In order to allow Employees who work twenty-four (24) hour shifts to enjoy up to three (3) consecutive calendar days for purposes of bereavement, they are eligible for up to two (2) twenty-four (24)-hour days of Bereavement Leave per calendar year. Employees must take Bereavement Leave in full-day increments. Bereavement leave requests must be approved by a Battalion Chief.

B. Paid FMLA Leave.

1. Employees shall be eligible for up to six (6) weeks of paid leave for any purpose



covered by the Family and Medical Leave Act (FLMA). This shall equate to three hundred and thirty-six (336) hours of Paid Leave on the two thousand nine hundred and twelve (2912) hours schedule and two hundred and fifty-two (252) hours of Paid Leave on the two thousand one hundred and eighty-four (2184) hour schedule.

2. To be eligible for paid FMLA leave, the Employee must meet the eligibility and qualification requirements of the FMLA for the use of leave for the same purpose for which the Employee is using the leave.
3. Paid FMLA Leave can be utilized once per calendar year or rolling twelve (12) month period.
4. Paid FMLA Leave shall be paid one hundred percent (100%) by the County.
5. Employees shall not be required to use their annual leave, sick leave, comp leave, or Personal Days in lieu of paid Family Leave.
6. The rights and obligations of Employees taking Paid FMLA Leave shall be consistent with that set forth in County policy.

C. Compensatory (Comp) Time.

1. In accordance with the Prince William County Personnel Policy, Employees may request to earn Compensation Time (Comp Time) in lieu of a cash payment for overtime worked. If the Employee does not request to receive Comp Time in lieu of a cash payment, overtime will be paid as monetary compensation.
2. In addition, uniformed non-exempt Employees eligible for Holiday pay per Prince William County Personnel Policy and DFR eligibility may request to earn Comp Time in lieu of Holiday Pay. Comp Time accrued is at time and a half and at the discretion of the Employee.
3. Employees may not accumulate more than one hundred and twenty (120) hours of Comp Time. Any amount over one hundred and twenty (120) hours will be paid out as monetary compensation.
4. Comp Time may be used in place of Annual Leave or Sick Leave. It may also be used for any approved FMLA period of absence.
5. An Employee covered by this Agreement who terminates employment shall receive a lump sum cash payment for the compensatory leave balance credit accumulated through the last full pay period upon the Employee's separation, pursuant to County Personnel Policy §5.2.9.

### **ARTICLE 30: HEALTH CARE BENEFITS**

- A. Current Health Care Benefits. The County agrees that the dollar value of what it contributes to pay for the cost of each category of Employee health coverage (i.e., Individual, Individual and Spouse, and Family) shall not be less than the amount it was contributing to each category of coverage as of June 30, 2024. For example, if the County was paying one thousand dollars (\$1,000) per month for Individual coverage as of June 30, 2024, the dollar amount the County contributes for such coverage shall not be less than that for the duration of this Agreement. The County further agrees that the amount it

pays for Employee health coverage shall not be less than the amount it pays for the same health care coverage for employees outside the Bargaining Unit.

B. Creation of a Joint Health Care Committee.

1. The purpose of this committee is to discuss, explore, and study problems and processes for effective health care benefits for Employees, including subjects that may not otherwise be covered by the Agreement or be permissible subjects of bargaining under Prince William County Code §2-212.
2. The County and the Union will meet at least twice (2) each year to discuss matters of mutual concern. The committee shall be composed of an equal number of representatives from the Exclusive Representatives and County management. Each Exclusive Representative, including Local 2598, shall have two (2) representatives on the committee. No employee will suffer a loss of wages due to attendance at committee meetings.
3. The County and the Exclusive Representative agree to exchange a proposed agenda at least seven (7) days in advance of each meeting.
4. The committee, by mutual agreement, shall be authorized to make recommendations on those issues that have been discussed, explored, and studied by the committee. Joint Health Care Committee meetings are not intended to be negotiation sessions to alter or amend the Agreement. The committee shall have no authority to change, delete, or modify any of the terms of the existing Agreement between the parties, or to settle grievances arising under the Agreement.
5. The County agrees to invite the healthcare consultants and contractors used by the County in selecting and contracting for these benefits to one (1) of their scheduled committee meetings to discuss healthcare benefits.

C. Retiree Health Insurance Credits. The County agrees that the amount it pays for Retiree Health Insurance Credits for Employees shall not be less than the amount it pays for the Retiree Health Insurance Credits for employees outside the Bargaining Unit.

## **ARTICLE 31: SPECIALTY PAY**

A. Specialty Incentives.

1. Specialty Incentive Pay will be paid only when needed for service delivery.
2. Effective July 1, 2024, Employees covered by this Agreement who are certified by the Department as a Technical Rescue Technician (“TRT”) shall receive an annual stipend as listed below to be broken up equally for all twenty-six (26) pay periods. The additional annual stipend shall be payable irrespective of whether it places the Employee’s salary above the maximum for the Employee’s grade. The Chief may cap the number of Employees eligible for this stipend based on service delivery needs. The stipend level shall be:
  - i. One thousand and five hundred dollars (\$1,500) for Department-certified TRT personnel who shall complete all mandatory training, to include competency training, as specified by the Department to maintain their

- incentive pay.
- ii. Department-certified TRT personnel who do not complete all mandatory training, to include competency training, as specified by the Department may lose their certification and associated specialty pay.
3. Effective July 1, 2024, Employees covered by this Agreement who are certified by the Department as a Hazardous Materials Technician (“HMT”) shall receive an annual stipend as listed below to be broken up equally for all twenty-six (26) pay periods. The additional annual stipend shall be payable irrespective of whether it places the Employee’s salary above the maximum for the Employee’s grade. The Chief may cap the number of Employees eligible for this stipend based on service delivery needs. The stipend level shall be:
- i. One thousand and five hundred dollars (\$1,500) for Department-certified HMT personnel who shall complete all mandatory training, to include competency training, as specified by the Department to maintain their incentive pay.
  - ii. Department-certified HMT personnel who do not complete all mandatory training, to include competency training, as specified by the Department may lose their certification and associated specialty pay.
4. Effective the first full pay period beginning on or after July 1, 2024, Employees covered by this Agreement who are County Operational Medical Director endorsed Advanced Life Support (ALS) providers shall be compensated with a seventeen thousand and five hundred dollars (\$17,500) annual stipend to be broken up equally for all twenty-six (26) pay periods for maintaining certification and shall be considered part of the Employee’s base pay (for purposes of pension, overtime, etc.). The stipend shall be payable irrespective of whether it places the Employee’s salary above the maximum for the Employee’s grade.
5. Effective the first full pay period beginning on or after July 1, 2024, Employees covered by this Agreement who are in training/internship to become endorsed ALS providers shall be compensated with a nine thousand dollars (\$9,000) stipend to be broken up equally over twenty-six (26) pay periods which shall be considered part of the Employee’s base pay (for purposes of pension, overtime, etc.). The stipend shall be payable irrespective of whether it places the Employee’s salary above the maximum for the Employee’s grade.
6. Effective the first full pay period beginning on or after July 1, 2024, Employees covered by this Agreement who are County Certified Paramedics and designated as Field Training Officers/Paramedics, will receive a differential of one dollar (\$1.00) per hour for all hours in which they serve in this capacity. The differential will be paid bi-weekly.
- B. ALS Add-To Pay Eliminated. Effective July 1, 2024, Employees who are receiving a stipend under Sections A(4)-(5) of this Article will not be eligible for ALS add-to pay, which will be eliminated.
- C. Specialty Pay Eligibility. Employees can either receive ALS specialty pay or up to two (2) other categories (not ALS), not including FTO add-to pay or the ALS Training/Internship

- Stipend.
- D. Mandatory Holdover/Callback. Personnel certified with any of the specialties listed are subject to mandatory holdover and/or callback as required to provide fire and rescue services.

## **ARTICLE 32: WAGES**

A. Cost of Living Increases/ Market Adjustments.

1. Employees covered by this Agreement will receive Market Adjustments during the term of this Agreement as follows:
  - i. Effective the first full pay period following July 1, 2024, Employees covered by this Agreement will receive a one and one-quarter percent (1.25%) increase in their annual rate of pay.
  - ii. Effective the first full pay period following July 1, 2025, Employees covered by this Agreement will receive a one and one-quarter percent (1.25%) increase in their hourly rate of pay.
2. Nothing in this Agreement shall prevent the County from issuing Market Adjustments higher than the above-listed amounts.

B. Merit Step Increases.

1. Employees who have not reached the top step of their applicable pay scale for their position shall receive a three percent (3%) Merit Step increase during the period from July 1, 2024, through June 30, 2025 ("Fiscal Year 2025") on their merit date focal point in Fiscal Year 2025.
2. Employees who have not reached the top step of their applicable pay scale for their position shall receive a three percent (3%) Merit Step increase during the period from July 1, 2025, through June 30, 2026 ("Fiscal Year 2026") on their merit date focal point in Fiscal Year 2026.
3. Pay scales for Fiscal Years 2025 and 2026 with proposed merit and market adjustments are set forth in Appendix A of this Agreement.

C. Holiday Pay.

1. All Employees on the operations schedule shall receive thirteen (13) holidays as listed below at either twelve (12) hours of one and one-half (1.5) time overtime or request, at the discretion of the Chief, to receive twelve (12) hours of compensatory time, at one and one half (1.5) rate.
  - i. New Year's Day
  - ii. Martin Luther King, Jr. Day
  - iii. Presidents Day
  - iv. Memorial Day
  - v. Juneteenth

- vi. Independence Day
  - vii. Labor Day
  - viii. Columbus Day/Indigenous Peoples Day
  - ix. Veterans' Day
  - x. Thanksgiving Day
  - xi. Day After Thanksgiving
  - xii. Christmas Eve
  - xiii. Christmas Day
2. All Employees on a staff assignment shall receive thirteen (13) days off or may elect to work for one and one half time (1.5) overtime or elect, at the Employee's discretion, to receive compensatory time at one and one half (1.5) rate.
  3. If an Employee works Callback or Hold Over on a Holiday, they shall receive both Holiday Pay and Callback or Hold Over at the one-and-one-half time (1.5) overtime rate.
  4. No Employee shall be compelled to change their calendar to avoid holiday pay if they choose to earn holiday pay or comp time.
  5. The County may elect to add holidays in addition to those listed above.

D. Overtime Pay.

1. An Employee covered by this Agreement, who is authorized to and who works in excess of their regularly scheduled hours, may request to receive compensatory time at the rate of one and one-half (1.5) hours for each overtime hour worked in lieu of pay at the same rate. All leave with pay shall be considered time worked in the computation of overtime. Any Employee may request from the Chief that overtime worked be granted as compensatory leave, and the Chief retains full discretion on whether to approve the request.
2. No Employee shall be compelled to take other forms of compensation or adjust their calendar to not receive overtime compensation.

E. Paychecks.

1. Focal points shall be utilized for merit/step increases. The two (2) focal points will be based on the current evaluation date and will be:
  - i. Evaluations that are currently due between July 1st and December 31st will have a focal point of July 1<sup>st</sup>; and
  - ii. Evaluations that are currently due between January 1st and June 30th will have a focal point of January 1st.
2. No later than November 1, 2024, the County will provide Employees with training on the functionality of Mobius as it relates to their paychecks. No later than March 1, 2025, the County will provide additional training on alternative paycheck methodology options.

- F. Tuition Reimbursement. All Employees will be able to receive up to seven thousand and five hundred dollars (\$7,500) in tuition reimbursement per year, pursuant to Department policy, while utilizing the process outlined in the College Tuition Reimbursement Informational Bulletin sent in September 2019.
- G. Wage Reopener. In accordance with Article 36(C), this Agreement shall automatically reopen on July 1, 2026, for the limited purpose of engaging in good faith collective bargaining negotiations over market adjustments, merit increases, and other forms of monetary compensation. These negotiations may commence on or after April 1, 2025.

### **ARTICLE 33: RETIREMENT BENEFITS**

The Prince William County Supplemental Pension Plan for Sworn and Uniformed Public Safety Personnel Board will provide oversight for the Hazardous Duty Retirement Plan. Of the four (4) persons supplied by the Chief to the Board of County Supervisors for its selection of one (1) Board representative, at least two (2) shall be members of the Bargaining Unit.

### **ARTICLE 34: DEFENSE, INDEMNIFICATION AND RIGHT TO COUNSEL**

- A. Defense and Indemnification. In accordance with its current practice, and subject to the limitations and exclusions set forth in the Prince William Self Insurance Group policy, the County will continue to defend, hold harmless, and indemnify Employees in any claim or suit arising out of an alleged act or omission in the performance of services on behalf of the County and within the scope of employment.
- B. Duty to Cooperate. For the County to defend and indemnify the Employee, the Employee must cooperate with the County Attorney's Office, or with outside counsel if the County has retained outside counsel. This provision is not intended to and does not waive any Employee's rights under the United States Constitution or the Virginia Firefighters and Emergency Medical Technicians Procedural Guarantee Act, Virginia Code § 9.1-300 *et seq.*
- C. Right to Counsel. The County recognizes the right of the Employee, at the Employee's own expense, to retain counsel in any civil or administrative matter.

### **ARTICLE 35: GRIEVANCES**

- A. Right to Grieve. The parties recognize that Employees and Local 2598 are entitled to file and seek resolution of grievances under the provisions of the negotiated grievance procedures. The parties agree not to interfere with, restrain, coerce, or engage in any reprisal against an Employee or Local 2598 representative for exercising rights under this Article.
- B. Definition of Grievance. The term grievance means any complaint filed by any Employee or Local 2598 concerning the effect or interpretation, or a claim of breach, of this Agreement. When filing a grievance, the filing party should include at least the following information: (i) a statement of facts; (ii) a statement of what sections of this Agreement, that the County violated; and (iii) the remedy sought.

C. Election Between this Article and County Grievance Process. To the extent an Employee may raise a dispute under this Article that also meets the definition of a grievance under Virginia Code §15.2-1507, Local 2598 or the Employee must elect to file their claim under either the County's grievance procedure or this Article. This initial election to file a contract dispute under this Article or a grievance under the County's grievance procedure shall be binding and irrevocable at the time of the filing of the Step 1 dispute or grievance.

D. Procedure. Grievances or disputes which may arise regarding the interpretation or alleged violation of this Agreement, shall be settled in the following manner, except that grievances filed by Local 2598 shall be initiated at Step 2:

**Step 1:** An Employee or Local 2598, on behalf of the Employee, may submit a grievance in writing to the Employee's first-level supervisor, who is outside of the Bargaining Unit, within thirty (30) calendar days of the Employee learning of the facts giving rise to the grievance. The supervisor shall attempt to adjust the grievance at that time and shall render a written decision within fifteen (15) calendar days. To file a Step 1 grievance on their own, an Employee must copy the Local 2598 President, or their designee, on the grievance filing.

**Step 2:** If the grievance is not settled at Step 1, the party filing the grievance may submit the grievance to the Fire Chief within thirty (30) calendar days of the Step 1 decision. The Fire Chief shall render a written decision within fifteen (15) calendar days after the receipt of the Step 2 grievance. Grievances filed by Local 2598 shall be initiated at Step 2. Grievances facilitated by Local 2598 shall be filed within thirty (30) calendar days of Local 2598 learning of the fact giving rise to the grievance.

**Step 3:** If the grievance is not settled at Step 2, the party filing the grievance may submit the grievance in writing within thirty (30) calendar days of the Step 2 decision to the County Executive or their designee. The County Executive, or their designee, shall render a written decision within fifteen (15) calendar days after the receipt of the Step 3 grievance.

**Step 4:** If the grievance is not resolved at Step 3, Local 2598 may submit the grievance to arbitration by notifying the County, in writing, of an intent to submit the grievance to arbitration within thirty (30) calendar days of the Step 3 decision. An Employee may not independently submit a grievance to arbitration without the participation of Local 2598.

If Local 2598 invokes arbitration, the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall, within fifteen (15) calendar days of receipt of the panel, make a selection of an arbitrator. In the event the parties cannot agree on the arbitrator, the parties shall select an arbitrator through strikes with each party striking one (1) name on the list until just one name remains. In all cases, the County shall make the first strike from the arbitration panel.

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

The arbitration will be held, if possible, at a mutually agreeable location, during regular day-shift hours on a regular business day. The decisions of the arbitrator will be final and binding upon both parties.

E. Time Limits. The County, Local 2598, and any Employees filing grievances must adhere

to the grievance timeline. Failure of the grieving party to meet the timeline in the grievance procedure shall result in the withdrawal of the grievance. Failure of the County or its representatives to meet the timeline in the grievance procedure shall result in the County automatically granting the remedy request by the Employee or Local 2598 in the grievance. The parties may agree in writing to extend or waive any time limits under this Article.

- F. Procedural and Arbitrability Defenses. The County is required to raise any procedural and/or arbitrability defenses no later than thirty (30) calendar days prior to a scheduled arbitration hearing. If the County raises any procedural and/or arbitrability issues at arbitration, the arbitrator shall conduct a single arbitration on both the procedural/arbitrability issues and the substance of the grievance, to avoid unnecessary delay and cost of holding two (2) hearings. The arbitrator shall address both the procedural/arbitrability issues and the substance of the grievance in a single decision.
- G. Request for Information. The County agrees that Local 2598 can request documents necessary to aid in resolving and/or presenting specific grievances consistent with the Virginia Freedom of Information Act. The County will seek fees from Local 2598 associated with the request consistent with the County's FOIA Policy. Local 2598 may petition the arbitrator for good cause to obtain additional documents from the County, and to determine the allocation of costs associated with the County's production of documents generally.
- H. Request for Meeting. At any step of the grievance procedure prior to arbitration, either party to the grievance may request a grievance meeting which will be held between the grieving party and the deciding official. The parties will work to schedule the meeting as soon as practicable. The time period for responding shall not begin to run until after the grievance meeting has been held.
- I. Finality of Decisions. The decision of the arbitrator shall be final and binding on the parties. Arbitrators shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.
- J. Cost Sharing. All expenses involved in the arbitration proceedings (i.e., arbitrator fees and arbitrator hearing transcript) shall be equally shared between both parties. However, expenses relating to the calling of witnesses shall be borne by the party at whose request such witnesses are required.
- K. Work Schedules. The County may, with the assistance of Local 2598, adjust the regular work schedules of witnesses and representatives so that the employees' regularly scheduled hours coincide with the hearing schedule.
- L. Grievance Time. Reasonable time during working hours will be allowed for employees and Local 2598 representatives to prepare and present grievances, including grievance meetings, if any. This preparation time may not interfere with the Department's operational needs, which shall take precedence.
- M. Resolution. If at any time during the grievance procedure, the County grants in full the remedy sought in the grievance, the grievance shall be considered resolved.



## **ARTICLE 36: DURATION**

- A. The terms of this Agreement shall be effective as of the first day of July 2024, except as otherwise noted in the Agreement, and shall remain in full force and effect until the 30th day of June 2028. Renewal of this Agreement and renegotiations of any successor agreement will be consistent with Prince William County Code §2-220(c).
- B. In the event that the Prince William County Board of Supervisors votes to amend the Collective Bargaining Ordinance, Prince William County Code §2-209, *et seq.*, and such amendments result in an expansion of the definition of “Collective Bargaining” so that topics that were prohibited subjects of bargaining under §2-212(a), (b) and (c) on July 15, 2023, are no longer prohibited subjects of bargaining, Local 2598 may request bargaining on those topics that are no longer prohibited subjects of bargaining. Such bargaining shall begin no earlier than sixty (60) days after the effective date of the amendments to the Ordinance and must be completed in accordance with the deadlines established in §2-218(g) of the Ordinance.
- C. This Agreement shall automatically reopen on July 1, 2026, for the limited purpose of engaging in good faith collective bargaining negotiations over market adjustments, merit increases, and other forms of monetary compensation. These negotiations may commence on or after April 1, 2025.

## **ARTICLE 37: SAVINGS CLAUSE**

- A. In the event that any term or provision of this Agreement shall be declared in violation of state, local, or federal law, or shall, through legislative action, come in violation of state, local, or federal law, such term or provision shall be void and of no effect. All other terms and conditions of this Agreement shall remain in full force and effect.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or within the definition of Collective Bargaining in the Ordinance and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Further, the parties, for the life of this Agreement, waive the right, and each agrees that subject to the terms of the Reopener set forth in Article 36(C), the other shall not be obligated to bargain collectively with respect to any subject or matter raised in the course of the collective bargaining negotiations that resulted in this Agreement but was not included in this Agreement.
- C. The County and the Union agree that the parties may enter into mutually acceptable side letter agreements to clarify provisions of this Agreement during its term.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, in Prince William County, Virginia:

**PRINCE WILLIAM PROFESSIONAL  
FIRE FIGHTERS  
INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS  
LOCAL 2598**

**PRINCE WILLIAM COUNTY, VIRGINIA**

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Mitchell L. Nason  
President  
Prince William Professional Fire Fighters  
IAFF Local 2598

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Christopher J. Shorter  
County Executive  
Prince William County Government

# APPENDIX A

**FY2025 Department of Fire & Rescue Pay Scale with 1.25% Market Adjustment (eff. July 1, 2024)**

<b>Grade</b>	<b>FD 01</b>	<b>FD 02</b>	<b>FD 03</b>	<b>FD 04</b>
Step	F&R Tech 1	F&R Tech II	F&R Lieutenant	F&R Captain
0	\$61,419.62	-	-	-
1	\$63,262.21	-	-	-
2	\$65,160.07	\$71,676.08	-	-
3	\$67,114.87	\$73,826.36	-	-
4	\$69,128.32	\$76,041.15	\$83,645.27	-
5	\$71,202.17	\$78,322.39	\$86,154.63	-
6	\$73,338.23	\$80,672.06	\$88,739.26	\$93,176.22
7	\$75,538.38	\$83,092.22	\$91,401.44	\$95,971.51
8	\$77,804.53	\$85,584.99	\$94,143.49	\$98,850.66
9	\$80,138.67	\$88,152.54	\$96,967.79	\$101,816.18
10	\$82,542.83	\$90,797.11	\$99,876.82	\$104,870.66
11	\$85,019.11	\$93,521.03	\$102,873.13	\$108,016.78
12	\$87,569.69	\$96,326.66	\$105,959.32	\$111,257.28
13	\$90,196.78	\$99,216.46	\$109,138.10	\$114,595.00
14	\$92,902.68	\$102,192.95	\$112,412.25	\$118,032.85
15	\$95,689.76	\$105,258.74	\$115,784.61	\$121,573.84
16	\$98,560.45	\$108,416.50	\$119,258.15	\$125,221.05
17	\$101,517.27	\$111,669.00	\$122,835.90	\$128,977.68
18	\$104,562.79	\$115,019.07	\$126,520.97	\$132,847.02
19	\$104,562.79	\$115,019.07	\$130,316.60	\$136,832.43
20	\$104,562.79	\$115,019.07	\$134,226.10	\$140,937.40
21	\$104,562.79	\$115,019.07	\$134,226.10	\$145,165.52
22	\$104,562.79	\$115,019.07	\$134,226.10	\$149,520.49
23	\$104,562.79	\$115,019.07	\$134,226.10	\$149,520.49
24	\$104,562.79	\$115,019.07	\$134,226.10	\$149,520.49
25	\$104,562.79	\$115,019.07	\$134,226.10	\$149,520.49
26	\$104,562.79	\$115,019.07	\$134,226.10	\$149,520.49
27	\$104,562.79	\$115,019.07	\$134,226.10	\$149,520.49
28	\$104,562.79	\$115,019.07	\$134,226.10	\$149,520.49
29	\$104,562.79	\$115,019.07	\$134,226.10	\$149,520.49
30	\$104,562.79	\$115,019.07	\$134,226.10	\$149,520.49

**FY2026 Department of Fire & Rescue Pay Scale with 1.25% Market Adjustment (eff. July 1, 2025)**

<b>Grade</b>	<b>FD 01</b>	<b>FD 02</b>	<b>FD 03</b>	<b>FD 04</b>
Step	F&R Tech 1	F&R Tech II	F&R Lieutenant	F&R Captain
0	\$62,187.36	-	-	-
1	\$64,052.98	-	-	-
2	\$65,974.57	\$72,572.03	-	-
3	\$67,953.81	\$74,749.19	-	-
4	\$69,992.42	\$76,991.67	\$84,690.83	-
5	\$72,092.20	\$79,301.42	\$87,231.56	-
6	\$74,254.96	\$81,680.46	\$89,848.51	\$94,340.93
7	\$76,482.61	\$84,130.87	\$92,543.96	\$97,171.15
8	\$78,777.09	\$86,654.80	\$95,320.28	\$100,086.29
9	\$81,140.40	\$89,254.44	\$98,179.89	\$103,088.88
10	\$83,574.61	\$91,932.08	\$101,125.28	\$106,181.54
11	\$86,081.85	\$94,690.04	\$104,159.04	\$109,366.99
12	\$88,664.31	\$97,530.74	\$107,283.81	\$112,648.00
13	\$91,324.24	\$100,456.66	\$110,502.33	\$116,027.44
14	\$94,063.96	\$103,470.36	\$113,817.40	\$119,508.26
15	\$96,885.88	\$106,574.47	\$117,231.92	\$123,093.51
16	\$99,792.46	\$109,771.71	\$120,748.88	\$126,786.32
17	\$102,786.23	\$113,064.86	\$124,371.34	\$130,589.91
18	\$105,869.82	\$116,456.81	\$128,102.48	\$134,507.60
19	\$105,869.82	\$116,456.81	\$131,945.56	\$138,542.83
20	\$105,869.82	\$116,456.81	\$135,903.93	\$142,699.12
21	\$105,869.82	\$116,456.81	\$135,903.93	\$146,980.09
22	\$105,869.82	\$116,456.81	\$135,903.93	\$151,389.49
23	\$105,869.82	\$116,456.81	\$135,903.93	\$151,389.49
24	\$105,869.82	\$116,456.81	\$135,903.93	\$151,389.49
25	\$105,869.82	\$116,456.81	\$135,903.93	\$151,389.49
26	\$105,869.82	\$116,456.81	\$135,903.93	\$151,389.49
27	\$105,869.82	\$116,456.81	\$135,903.93	\$151,389.49
28	\$105,869.82	\$116,456.81	\$135,903.93	\$151,389.49
29	\$105,869.82	\$116,456.81	\$135,903.93	\$151,389.49
30	\$105,869.82	\$116,456.81	\$135,903.93	\$151,389.49