COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ARLINGTON COUNTY, VIRGINIA

AND THE

ARLINGTON COALITION OF POLICE

EFFECTIVE FROM JULY 1, 2023, through JUNE 30, 2026





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PREAMBLE

This Agreement is entered into by and between the County Manager of Arlington County Government ("County") and Arlington Coalition of Police ("ACOP" or "Union") and has as its purposes establishing terms and conditions of employment for bargaining unit employees, establishing a procedure for resolving disputes of contractual interpretation, and promoting harmonious labor relations between the parties so that officers and police department management can focus their efforts on providing high quality services to the County.

ARTICLE 1 INTERPRETIVE RULES & DEFINITIONS

Section 1. Interpretive Rules.

- (1) To the extent any provisions of this Agreement are inconsistent with County Administrative Regulations or ACPD Directives Manual, this Agreement will supersede.
- Unless otherwise indicated, references to the "Chief of Police" encompasses anyone designated by the Chief of Police to act in his/her place.
- (3) All gender pronouns should be construed as referring to all genders.
- (4) 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 a County recognized holiday.
- Unless otherwise stated or if the context requires otherwise, the term "employee" refers to employees in the Police bargaining unit.
- (6) Unless the context requires otherwise, the terms "County" and "Department" will be interchangeable.

Section 2. Definitions

- (1) "Department" refers to the Arlington County Police Department ("ACPD").
- (2) Bargaining unit refers to sworn police officers at the rank of Lieutenant and below.
- (3) References to "Personnel file" throughout this Agreement refers to the Personnel File maintained by the Human Resources Management Section ("HRMS") of the Police Department and not files maintained by the Office of Professional Responsibility.

ARTICLE 2 RECOGNITION & UNIT

Section 1. Recognition.

The County recognizes the Union as the exclusive bargaining representative of the "Police" bargaining unit defined in Arlington Code §6-30(F)(1) and for purposes of collective bargaining as set forth in Arlington Code §6-30. The bargaining unit includes sworn police officers at the rank of Lieutenant and below.

Section 2. Bargaining Unit Work:

If the County assigns any work that is, prior to or during the term of this Agreement, performed by unit employees to non-unit personnel, it will be required to meet with the Union to negotiate during the term of this Agreement the impact on the displaced unit employees consistent with County Code 6-30 (L)(3).

ARTICLE 3 DUES CHECKOFF

Section 1. Dues Deduction.

The County shall deduct Union dues from the wages of those employees who individually and voluntarily certify to the County in writing that they authorize such deductions.

Section 2. Employee Authorizations.

The Union will provide the County with the employee's written authorization to deduct dues.

Section 3. Amounts.

The Union will provide the County with a written schedule of dues and shall promptly notify the County in writing of any changes in these amounts. Any change in the amount of dues to be deducted by the County will become effective the first full month following the Union's notice.

Section 4. Remittance.

Remittance of dues to the Union will be made no later than 30 days following the pay date in which dues are withheld. The County will provide with the remittance a statement to the Union indicating all employees for whom dues were deducted during each pay period that month.

Section 5. Hold Harmless.

The County will be held harmless against any and all claims, demands, suits or any other liability arising out of its good faith actions to implement this Article. The Union shall indemnify, defend and otherwise hold the County harmless for mistakes, omissions, timely deductions made or not made, etc. Should any employee pursue a claim for recovery of any monies under this Article, it shall be a matter solely between the Union and the employee.

ARTICLE 4 PROBATIONARY PERIOD & SENIORITY

Section 1. Seniority.

Seniority will be determined first by an employee's rank. Seniority for corporals, sergeants and lieutenants, within their rank, will be determined based on their effective date of promotion, but when employees in these ranks share the same promotion date, the employee(s) with the lower badge number will be considered senior to the other employees with the same promotion date. Police Officers seniority will be determined by order of badge number.

Re-instatement of Seniority. An employee who leaves the department and returns to active service within 12 months of departure, will be credited with their original service time once one year passes from the date of re-employment. For those employees who separate for longer than one year and return to department service, will be credited with their original service time once they have been re-employed for the number of months the employee was separated. Regardless of the amount of time an employee is separated, all original service time will be credited to an employee once re-employed for 36 months.

Upon request, the County will transmit to the Union the Rank Seniority lists. If the Union believes that any employee's seniority date is listed incorrectly on either list, the Union will notify ACPD of any errors to be addressed within 7 days after receipt of the seniority lists.

Section 2. Probationary Period.

An officer will be considered to be on probation until 12 months after completion of field training. If an employee is on approved leave, or in a non-operational duty assignment (i.e., Light/limited duty) in excess of 30 calendar days during the probationary period, the probationary period may be extended by the length of the approved leave or non-operational assignment. The County may discipline or discharge or extend any probationary period for any probationary employee for up to three months beyond the 12 month period following field training for any reason not otherwise prohibited by applicable law.

Section 3. Accrual of Seniority While on Leave.

An employee on workers compensation, sick leave, FMLA leave, or any other type of Department approved leave will continue to accrue seniority.

Section 4. Termination of Seniority.

An employee's seniority will be terminated when the following occurs: Resignation, voluntary quit, discharge for cause, discharge during probationary period, or by retirement.

Section 5. New Hires.

ACPD will notify the Union of all new hires once the roster of officers is complete for the upcoming academy session upon request. The notice will include the employee's name, rank at hire, rate of pay and badge number. The Union will be given at least one hour to speak to all new recruits (as a group) at some point during their training period.

ARTICLE 5 LAYOFFS AND RECALLS

Section 1: Layoff & Recall Order.

If layoffs in the Department are necessary, they will be made in reverse seniority order. Recalls from layoff will be made in seniority order.

Section 2: Health Insurance while on Layoff.

The County will continue to cover its share of the health plan under COBRA for the period of severance for no more than 6 months.

Section 3:

Seniority accrues for non-probationary employees while on layoff for no more than 6 months. On an employee's return from layoff to the same position, they will receive the same rate of pay they would receive had they never been laid off.

Section 4: Contact information.

Every employee will be required to keep a current residential address and cell phone number on file. Those will be used for notices of recall.

ARTICLE 6 UNION AND EMPLOYEE RIGHTS

Section 1. Union Leave Hours.

The Union will be given a maximum of 750 organizational leave hours per calendar year of paid time to handle labor relations matters, including, but not limited to, contract negotiations, preparation for contract negotiations, contract dispute processing, and assisting members in internal administrative investigations. "Union Leave Hours" will be given a separate pay code for employees to select. Union Leave Hours cannot be used for times when an employee is not scheduled to be on duty and they cannot result in an employee incurring overtime hours. The Union will determine and notify the County which members may use the leave.

Section 2. Union Business Leave.

The County will, at the request of the Union, excuse employees from all or part of regularly scheduled shifts to attend to Union and labor relations matters. Such requests for leave will be considered on the same basis as employee requests for vacation leave, taking into account staffing requirements and other reasonable needs of the Department. Such requests for Union Leave may, for example, include excusing an employee from working his regularly scheduled evening shift so that the employee is prepared to participate in union related business the preceding or following day. Where an employee is excused from all or part of a regularly scheduled shift pursuant to this Section, he will be paid under the "Union Leave Hours" pay code.

Section 3. Contract Negotiations.

In anticipation of negotiations for a successor collective bargaining agreement, the Union will notify the County of which 7 employees will be on the Union's Negotiating Committee and those employees will be excused from work as necessary for which negotiations are scheduled. If the negotiations occur during a day or time which would fall during the employee's off-duty hours, he will be allowed to take the immediately prior or immediately subsequent shift off consistent with the number of hours allotted for negotiations by the Parties and be paid Union Leave Hours for this time.

Section 4. Shop Stewards.

The Union will designate no more than thirteen (13) employees to act as Shop Stewards and will make reasonable efforts to ensure coverage across different shifts/sections. The Union will inform the County of such designations and changes. The role of the Shop Steward is limited to submitting contract disputes, representing the Union in contract dispute meetings, representing employees in investigatory interviews as described in this Agreement, and distributing information from the Union to the membership. Unless otherwise indicated by the Union, Shop Stewards do not have the authority to settle contract disputes. To the extent that some of the designated Shop Stewards are also members of the Executive Board, the Union will inform the County if those individuals have more authority to resolve contract disputes than Shop Stewards do.

Section 5. Union access to personnel files under the Definitions above.

The Union will be given access to the personnel file of any bargaining unit employee when the employee submits a written authorization for release by the employee.

Section 6. Contract Dispute Processing while on duty.

Shop Stewards will be allowed to spend incidental amounts of time processing and submitting contract disputes while on duty without claiming "Union Leave Hours" for such incidental amounts of time, provided that such activities do not disrupt Department operations or impede the employee's official duties.

Section 7. Union notices.

The Union will have the right to post notices in the roll call room. Such notices will be on Union letterhead.

Section 8. Union Training Leave.

The Union will be allowed to request permission for employees to be given time off work to attend conferences and training programs in support of their role as Union members and representatives. Union Leave Hours will be used for all time missed by the employee.

Section 9. Requests for Leave.

Requests for Leave pursuant to this Article will be granted or denied on the same basis as requests for any other type of Leave.

ARTICLE 7 PERFORMANCE EVALUATIONS

Bargaining unit employees will receive annual performance evaluations that will state whether the employee meets or does not meet the ACPD's performance standards and key initiatives. The evaluations will not include any numerical ratings. ACPD Management will provide the performance evaluation or appraisal form that will reflect the minimum categories established by management and supervisors will describe in writing how employees meet or do not meet the applicable standards and key initiatives. ACPD management will provide the Union President with an advance copy of the performance appraisal form reflecting the performance standards and minimum categories.

Management will provide notice and may meet with the Union in the future prior to making any changes to the performance standards and minimum categories.

To the extent that bargaining unit employees disagree with their performance appraisal, employees may submit an addendum or rebuttal in writing that will be attached to the performance appraisal.

No employee may be given "does not meet expectations" or its equivalent on their performance evaluation unless they have been on a Performance Improvement Plan or Performance Standards Action Document at least 90 days in advance of and no longer than 180 days before the evaluation.

ARTICLE 8 INTERNAL INVESTIGATIONS

Section 1. Union representation. An employee who is directed to report to Internal Affairs for an interview that the employee reasonably believes could lead to discipline, in circumstances where the Independent Policing Auditor ("IPA") has the authority to participate in the investigation, the employee may request the opportunity to have a Shop Steward present for the interview. Staff from Internal Affairs will notify the employee prior to the interview if the investigation falls in the category of situations where the IPA has the authority to participate in the investigation and if they will be present and monitoring the interview. The Shop Steward will monitor the interview with the IPA from another office with a staff member from Internal Affairs. The Shop Steward will not be allowed to

behave in a manner that is disruptive to the interview but will be permitted to request a break in the interview at a convenient time to consult with the officer being interviewed. Questioning shall not be delayed for no longer than 24 hours in order to give the employee an opportunity to consult with the Shop Steward. If Internal Affairs believes the assigned Shop Steward may be a witness or target of an investigation, officials will so notify the Union so that a different Shop Steward can be assigned.

Section 2. Complaint notification and review of audio/video footage. Consistent with the scope of investigations under Section 1 above, before answering questions, an officer and their Shop Steward, if the employee elects to use this service, will be informed of the nature of the complaint and which potential policy violations are being investigated. Additionally, the involved officer and their Shop Steward (if utilized) will be given the opportunity to review any audio and/or video footage recorded by the officer being interviewed before the interview begins.

Section 3. Critical incident cooling off period. Critical Incident involves the discharge of a firearm, use of force, or other action by an officer(s) that results in death or serious bodily injury to any person. After any critical incident, involved officers will normally be given 48 hours before being required to answer questions or give a statement to the Department barring any extenuating circumstances. To the extent officers on their own accord and volition want to answer questions or give a statement to the Department after a critical incident, they may be allowed to do so. Nothing in this section precludes ACPD from requiring an employee to provide a "public safety concerns" statement and/or to obtain suspect information following a critical incident as outlined in ACPD Policy 538.07.

Section 4. Time limits on internal investigations under Internal Affairs. The Department will attempt to complete Internal investigations of an officer being handled by IA within 30 calendar days from when the Department notifies the officer of the investigation. The Department may extend, any internal investigation in 30 day increments. Such extensions will require the authorization of the Chief, who will require IA to give an explanation for the extension and provide that explanation to the employee and to the Union in cases where the Union shop steward has been engaged.

For Use of Force incidents and Pursuits being investigated outside of Internal Affairs, when the investigation goes beyond 60 days from the beginning of the investigation, the investigating supervisor shall request an extension from the Internal Affairs Section and update the involved officer of the extension and the anticipated completion time.

<u>Section 5.</u> Investigations with a finding other than sustained will not be included in the employee's personnel files and the Department will promptly notify the employee in writing of the disposition once the investigation has been completed and approved.

Section 6. Confidentiality. The Union agrees that it will maintain the confidentiality of internal investigations which Union officials and Shop Stewards are involved in. The Shop Steward who participates in an Internal Affairs investigation at the request of the employee under investigation will only be permitted to discuss such matters with the following people: the Union President, (or his/her designee in situations in which the Union President may be a witness in the investigation or a target of the investigation), the Union's Counsel, the employee and the employee's Counsel. The listed people may discuss this matter amongst each other. The Shop Steward may at the time of the interview with Internal Affairs be given an Order of Confidentiality which will specifically list the above persons with whom he/she may discuss the investigation. Additionally, on an annual basis, the Union President will be given an Order of Confidentiality from Internal Affairs generally directing that no

information learned throughout the year from Internal Affairs investigations may be discussed beyond the individuals listed above. These limited exceptions to the general rule of confidentiality of internal investigations are intended to make the process more understandable to the employee and will advance cooperative labor relations as the Union will be able to work with the County on finding fair solutions. If one of the Executive Board members of the Union is involved in or the target of an investigation, they will recuse themselves from any internal union discussions about the matter.

ARTICLE 9 CONTRACT DISPUTE RESOLUTION PROCESS

<u>Section 1. Contract Dispute defined</u>. A contract dispute is defined as a dispute between the County and the Union concerning solely the meaning, administration, interpretation, and/or application of this collective bargaining agreement. Only allegations that there has been a violation, misapplication or misinterpretation of the terms of this Agreement shall be filed under the provisions of this Contract Dispute Resolution Process.

Employees must affirmatively acknowledge that their initial election and decision to file a contract dispute shall be binding and irrevocable. That is, when an employee elects to pursue a contract dispute remedy under this Article, then the employee is effectively waiving any right the employee may have to pursue the matter as a Grievance under the Grievance Procedures guaranteed by VA Code 15.2-1507. In situations in which an employee elects to pursue their rights via the Grievance Procedures guaranteed by the Code, any decision or settlement that results from that process will not be considered to have a preclusive effect on other employees' subsequent elections to file contract dispute or pursue statutory grievance process.

Contract Disputes under this section shall not include challenges to the County's disciplinary actions against an employee, including dismissal, demotion, or suspension of an employee. To the extent an employee files a dispute under this section for a matter that also meets the definition of a grievance under Va. Code15.2-1507 (but excluding disciplinary actions such as dismissals, demotions or suspensions), the employee must elect to file their grievance under Admin Regs 2.7 or this section, pursuant to Arlington County Code 6-30(N)(2)(b). An employee's initial election to file a contract dispute or grievance shall be binding and irrevocable at the time of filing.

Section 2. Time limits mandatory.

No contract dispute shall be entertained or processed unless it is filed within the time limits set forth herein.

Section 3. Failure to meet time limits.

If a contract dispute is not appealed to the next step in the contract dispute procedure within the time limits set forth herein, the contract dispute shall be deemed settled on the basis of the last response to the contract dispute by the Department. If the responding party does not provide a response or fails to meet within the required time limits set forth herein, the contract dispute may be immediately appealed to the next step of the contract dispute resolution procedure. The failure of the responding party to provide a response within the time limits set forth herein shall not constitute a waiver of the party's right to oppose the contract dispute.

Section 4. Extension of time limits.

The parties may agree in writing to extend or waive any time limits under this Article.

Section 5. Contract Dispute Steps.

Informal Step – The aggrieved employee, with or without a Union Steward, may meet with the Department official at the lowest level capable of resolving the contract dispute, who is not a member of the certified bargaining unit, and orally discuss the contract dispute. If the Department official lacks the authority to resolve the contract dispute, he/she shall refer the employee to the appropriate management official. The official shall make a decision and orally communicate this decision to the employee within three (3) business days from the initial presentation of the contract dispute.

Step 1- If no resolution is reached during the informal step, the Union and/or aggrieved employee shall complete and submit their contract dispute in writing to the employee's Captain specifying the facts involved, the section(s) of the CBA alleged to have been violated and the remedy sought. The contract dispute must be submitted within seven (7) business days after the date of the occurrence giving rise to the contract dispute or after the employee becomes aware or reasonably should have become aware of the facts giving rise to the contract dispute. The Union and the aggrieved employee(s) shall meet with management to discuss the contract dispute within seven (7) business days after submission of the contract dispute. Management will issue its decision on the contract dispute within seven (7) business days after the Step 1 meeting.

Step 2- If the Union is not satisfied with the Step 1 Response, it may file the matter to Step 2 by submitting the appeal to the Chief or the Chief's designated Step 2 representative within seven (7) business days of receipt of the Step 1 Response. An individual employee does not have the right to move a contract dispute beyond Step 1, only the Union does. Management will issue a Step 2 Response within seven (7) business days of receipt.

Step 3- If the Union is not satisfied with the Step 2 Response, it may, within seven (7) business days of receipt, notify the County that the Union is submitting the matter to arbitration. The arbitration process is set forth in the following Section.

Section 6. Arbitration.

- (a) The party submitting the matter to arbitration will request a panel of seven arbitrators from the FMCS. The panel will draw from the FMCS's "sub-regional" pool and will only include members of the National Academy of Arbitrators (NAA). The parties will alternately strike names from the panel until there is only one name left. The party making the first strike will be determined by random selection. In appointing the Arbitrator for any particular arbitration, the parties may agree on a different method of selection or different criteria for an arbitrator to be appointed, but if they do not so agree the above rules will be the default.
- (b) The jurisdiction and authority of the Arbitrator shall be confined exclusively to the interpretation of the express provision of this agreement. The Arbitrator shall not have the authority to add to, detract from, alter amend or modify any provision of this Agreement. The Arbitrator shall not hear more than one (1) contract dispute without the mutual consent of the parties. The written decision of the Arbitrator shall be final and binding on both parties and all affected bargaining unit employees included the aggrieved employee(s).
- (c) The parties shall share equally the fees and expense of the Arbitrator and the cost of the transcript of the hearing.
- (d) To resolve multiple minor contract dispute arbitrations rapidly and cost efficiently, the` parties

may mutually agree to use a "Rapid Resolution" procedure. Up to three (3) contract disputes may be heard in one day. Each party will be allowed no more than 60 minutes to present its side of each case including openings and closings. No written briefs will be submitted and the Arbitrator will issue a one page or less decision within seven (7) calendar days.

ARTICLE 10 POSITION VACANCIES, JOB ASSIGNMENTS & PROMOTIONS

<u>Section 1. Police Sections</u>. The parties recognize the following Sections within the Department where bargaining unit employees are currently assigned:

- Patrol Section I
- Patrol Section II
- Tactical Operations Section
- Special Operations
- Support Management
- Fiscal Management
- Human Resources Management
- Criminal Investigations
- Organized Crime
- Homeland Security
- Wellness and Safety
- Community Engagement Division
- Office of Professional Responsibility

If the Department either eliminates, or restructures such Divisions from the Department, Management agrees to meet and confer with the Union prior to implementation of such restructuring changes. However, the parties acknowledge that the Department retains its authority to structure the operations of the Department as it sees fit.

Section 2. Collateral Duties & Collateral Assignments.

The parties recognize that the Department implements various types of collateral duties and collateral assignments that may include extra pay (subject to the terms of this Agreement) but that do not amount to a full-time assignment for the officer. These duties and assignments provide opportunities for officers to expand their skill sets, broaden career development, and contribute more to the Department. As such, they should be assigned in a fair manner. The parties acknowledge that the Department retains its authority to structure the operations of the Department as it sees fit; the provisions of this Agreement only address how employees are chosen to fill bargaining unit opportunities within that structure and its parts.

Nothing in this Section is intended to limit the authority of the Department to increase or decrease (including eliminate) the number of slots for any Collateral duties or Collateral Assignments.

Section 3. Filling vacancies.

(a) When a vacancy occurs in any of the Sections listed above other than Patrol Operations, the Department will post a vacancy notice. The notice will include at least the following information:

(b)

- Qualifications required for the position (e.g. minimum years of service, certifications)
- Criteria for selection,
- What an applicant officer needs to submit to apply for the position
- If the assignment to the position is temporary, how long it will last
- The deadline for submission of application

When a vacancy occurs in a Collateral Duty or Collateral Assignment, the Department will post a vacancy notice. The notice will include at least the following information:

- Qualifications required for the position (e.g. minimum years of service, certifications, disciplinary history, PT requirements)
- Criteria for selection
- What an applicant officer needs to submit to apply for the position
- If the assignment to the position is temporary, how long it will last
- The deadline for submission of application
- (c) After the posting period is complete, and after any required PT tests are administered, applicants who are "Not Qualified" will be eliminated from the process. "Not Qualified" designation will be limited to those applicants who did not meet one or more of the objective qualifications set forth in the vacancy notice, e.g. minimum years of service, required certifications, or PT requirements. (If the assignment requires certain range/weapon scores other than regular range scores, that testing will be done prior to the selection process described below so that those applicants who do not meet the minimum requirement are eliminated as "Not Qualified" at the earlier stage.)
- (d) Minimum Qualifications for Lateral Transfers
 - Below are the minimum qualifications for non-supervisory lateral transfers which can be waived at the discretion of the chief of police:
 - 2 years of solo patrol with ACPD
 - Minimum of "Meets Expectations" on last performance evaluation.
 - Memorandum detailing interest in the position and qualifications
 - Positive recommendation from chain of command.
- (e) Selection Procedure for Lateral Transfers
 - All selection processes must include a minimum of an in-person interview and at the conclusion of the process feedback will be offered to all applicants.
 - Applicant's prior assignments, work history, performance evaluation and supervisory recommendation will be considered for the final ranking of the applicant
 - Candidates will be ranked in one of three categories: Highly Qualified, Qualified or Not Qualified. Additionally, the applicants in the Highly Qualified ranking must be exhausted prior to selecting from the Qualified ranking. An individual applicant may not be selected for cause articulated to the Chief of Police.
 - Eligibility lists will be valid for one year from the closing date of the application period.

(f) Eligibility and Selection Process for Promotions

In order for bargaining unit employees to be eligible for promotions, employees must meet the following requirements:

- (1) Employees must have a minimum five (5) years tenure or experience as a police officer with ACPD in order to take the assessment center for the rank of Sergeant. That is calculated from hire date with ACPD to the first day of the assessment center. To be eligible for promotion to ranks above Sergeant, the employee must be off of probation by the first day of the assessment center to participate in the process.
- (2) Employees must be a corporal who is no longer on probation prior to the first date of the assessment center in order to participate in the Sergeant's Assessment.
- (3) In addition, the following considerations will affect promotions:
 - (a) Any employee who has received "serious discipline" will be ineligible for promotion for a period of 24 months from the date of the memorandum that imposed the discipline;
 - (b) If serious discipline is grieved under the County grievance process, the above restrictions and ineligibility for promotions will still apply unless and until the discipline is reduced to discipline below the definition of "serious discipline" by means of the County grievance process;
 - (c) If an employee is otherwise eligible for a promotion but has "serious discipline" within a twenty-four (24) month period, the employee will be deemed not eligible for promotion and will be removed from the list until such time as the 24 months from imposition of discipline has passed.
 - (d) The list of eligible employees for promotion will include 5 candidates or twenty percent (20%) of the candidates on the list who are qualified for promotion.
 - (e) When or if an employee becomes eligible and moves back onto the list during the unexpired period for the list of candidates eligible for promotion, this will not cause another employee who was eligible during the last round of promotions to be bumped off the eligible list.
 - (f) Employees with previous police service will be given up to two (2) years of credit for service with ACPD provided that their prior experience was in a full-service law enforcement capacity. Service with another agency will be calculated from the time the employee was released to solo patrol until the time they left that agency.
- (4) For purposes of this article, "serious discipline" refers to any situation where an employee receives a letter of disciplinary action for discipline that is fifty (50) hours of leave forfeiture or hard suspension (or a combination of leave forfeiture/hard suspension that totals 50 hours) or more, or a demotion in rank.
- (5) Each applicant will be allowed to review his/her scores from the various components of the assessment center process.
- (6) The list for Sergeant and above will remain active for 24 months and the list for Corporal will remain active for 12 months. At the end of the applicable period, the list will be cancelled and any subsequent vacancies in that rank/grade will be filled via a new application and selection process.

ARTICLE 11 OFF-DUTY ASSIGNMENTS

Definitions:

Off-duty assignments – Work periods beyond an employee's regular schedule that require the use of law enforcement power or authority and may utilize Department equipment, vehicles, uniforms, networks, or similar assets. These assignments are generally available to all sworn employees and usually scheduled ahead of time.

Short-notice details – An off-duty assignment that needs to be filled less than 60 days before the start of the assignment.

Mandatory off-duty assignment – Off-duty assignments, other than special events, scheduled more than 48 hours ahead of the start of the assignment which the Department, at the Chief's sole discretion, determines must be filled but are not filled voluntarily.

Section 1. Off-duty assignments will be distributed as follows to volunteers:

- (a) All such assignments will be approved and managed as outlined by ACPD policy.
- (b) Except for special events, traffic enforcement details, and ECC (dispatch and Watch Desk), all off-duty assignments will run through the ACPD "off-duty coordinator." This position will manage all requests for such off-duty assignments and will ensure the appropriate forms, thresholds, and approvals have been completed and met. Special events, traffic enforcement details, and ECC (dispatch and Watch Desk) may be managed by other Department or ECC employees.
- (c) Except for special events, traffic enforcement details, ECC (dispatch and Watch Desk), and short-notice details, all off-duty assignments will run through the Department's electronic autohire system (TeleStaff, or a future designated automated scheduling system) to ensure the fair and equitable distribution of off-duty assignments. If Telestaff (or other automated scheduling system) cannot be used to fill the needs, the Department will be allowed to partition the shifts as needed and distribute them fairly and equitably among volunteers. Fair and equitable distribution of off-duty assignments means the use of objective selection criteria based on employee availability, off-duty hours worked in a given time period, rank, and seniority.
- (d) The Department retains the authority to decide which off-duty assignments are offered, may cancel any off-duty assignment at any time, and reserves the right to re-assign officers working any off-duty assignment to assist with operational staffing.

Section 2. Mandatory Overtime

- (a) The Department maintains the authority to initiate and terminate mandatory off-duty assignments, at the Chief's sole discretion.
- (b) The Department shall maintain a list of officers required to work mandatory off-duty assignments. This list shall include every officer of every rank who has completed field training and shall be ordered from highest badge number to lowest. As officers complete field training, they will be added to the top of the list.
- (c) When the Department determines it must initiate mandatory off-duty assignments, it will distribute such assignments using the list, beginning with the officer at the top of the list.
- (d) When an officer works a mandatory off-duty assignment or is exempted as referenced in subsection (g) below, that officer shall move to the bottom of the list.

- (e) If an officer is unavailable when the officer's turn for a mandatory off-duty assignment occurs, that officer may be skipped but shall remain at the top of the list until the officer works a mandatory off-duty assignment or is exempted as referenced in subsection (g) below.
- (f) If an officer does not work an assigned mandatory off-duty assignment for any reason, that officer will be moved to the top of the list.
- (g) If the officer at the top of the list has voluntarily worked at least 10 hours of Tier 1 off- duty assignments in the 3 months before a mandatory off-duty assignment is being scheduled, that officer will be exempt from working the mandatory off-duty assignment.
- (h) To the extent any officer requires training to be able to fully perform the functions of the mandatory shift the officer is assigned, such training will be provided.

ARTICLE 12 TRAINING

ACPD Required In-Service Retraining Post Academy.

The Department will make reasonable efforts to schedule any required in-service training during the employee's regularly scheduled shift. The Department may offer and/or require employees to attend such training outside their regularly scheduled hours in exchange for a regular day off during the same pay period or overtime. At least two weeks notice will be given to an employee whose training is scheduled outside his regularly scheduled shift so that the employee can make any necessary personal arrangements.

ARTICLE 13 SAFETY & HEALTH

Section 1. Responsibility for safety and health of the work environment.

The parties recognize that the nature of the work of this bargaining unit's employees is inherently dangerous, but that it is the joint responsibility of all employees and management to minimize those dangers and to proactively maintain a work environment that is as safe and healthy as possible.

Section 2. Notification of vehicle accident.

An employee involved in any type of accident while operating a County vehicle shall, unless physical injury prevents the employee from doing so, immediately notify the employee's supervisor or the Watch Commander and follow their instructions.

Section 3. Notification of on duty injury/illness.

Employees who incur an injury/illness while on duty will report such injury/illness immediately to the appropriate on duty supervisor.

Section 4. Reporting and handling of unsafe working conditions.

All employees are responsible for prompt reporting of observed unsafe conditions and work habits. Upon becoming aware of a condition considered to be unsafe, an employee shall notify the employee's immediate supervisor. As soon as possible, the condition shall be examined by qualified personnel to determine the extent of the condition and, in case of equipment, whether or not it is safe to operate. Any equipment that has been determined by qualified personnel to be unsafe shall not be operated by an employee. In the case where a qualified person is not available for a decision, the shift supervisor shall be responsible for determining whether the equipment is safe to operate.

ARTICLE 14 MANAGEMENT RIGHTS

The provisions of Section D, County's Rights and Authority, under the Arlington County Code Section 6-30, Collective Bargaining outline management rights that are beyond the scope of negotiations.

ARTICLE 15 VACATION LEAVE

Vacation benefits will continue at the same levels and terms as provided as of October 1, 2022, for the life of this Agreement, except as follows:

1. An employee may accumulate up to 320 hours of vacation leave before it is converted to Sick Leave.

ARTICLE 16 SICK LEAVE

- A. Sick Leave benefits will be as provided for under the County's AR 2.7 and as may be amended by the County.
- B. Employees with a sick leave balance of 500 hours or more or who have 25 or more years of service on July 1, 2023, will be given a one-time option to cash in up to 40 hours of sick leave to be paid by the end of calendar year 2023. Sick leave will be paid hour for hour at 50% of the employee's hourly rate.

ARTICLE 17 OTHER LEAVE AND BENEFITS

Other leave and benefits will be as provided for under the County's Administrative Regulations and as may be amended by the County, provided that employees in this bargaining unit will be provided with such benefits that are not inferior to those provided to any other employees in the County.

ARTICLE 17A OTHER LEAVE AND BENEFITS

Consistent with the terms of Article 17 above, the ACOP bargaining unit employees will be entitled to receive the following additional leave and benefits that were awarded in relation to the IAFF Arbitration award:

Section 1. Bereavement Leave.

Effective fiscal year 2024, employees who are employed on the first day of the payroll fiscal year, will be allowed 15 hours of paid bereavement leave in the event of death in the immediate family. These leave hours will be loaded to an employee's bereavement leave bank at the beginning of each fiscal year and will not carryover from one fiscal year to the next. Any unused hours will not be paid out upon termination or retirement. An employee will not be required to show proof of the funeral attendance. (The 15 hour benefit level is consistent with the Police reduced worked week.) The definition of Immediate Family for Bereavement Leave Purposes is outlined within Administrative Regulations, along with the addition of someone who stood in parentis loco to the employee.

Section 2: Parental and Family Leave.

The qualifying reasons for leave under this Article shall be the reasons that entitle an employee to leave under the Family Medical Leave Act (FMLA) unless otherwise specified. There shall be no additional limitations on this leave for two family members both working for the County.

An employee shall be entitled to 10 weeks of paid Parental Leave each year for any qualifying reasons. The employee may choose when to utilize that leave and may also use at their discretion any combination of vacation leave, sick leave, and/or holiday premium compensatory leave. Two of the ten weeks can be used to care for a family member under Family Medical Leave.

Use of this leave shall count toward the County's obligations under the FMLA. The County may place an employee on FMLA without the employee's consent.

The County may require documentation for this leave consistent with its ability to under the FMLA.

Section 3: Adoption Assistance.

The County will continue the Adoption Assistance Program, but the expenses reimbursed shall increase to \$9,000 per child adopted effective fiscal year 2024.

Section 4: Health, Dental, Vision, and other Section 125 Plan Benefits.

- A. Health Savings Account: effective fiscal year 2024, for members electing to enroll in the Cigna Choice Plus HSA, the Cigna Consumer Driven Health Plan (CDHP), the County contribution for individual coverage will increase from \$700 annually to \$950 annually and dependent coverage will increase from \$1,400 annually to \$1,900 annually.
- B. Flexible Spending: effective fiscal year 2024, the County will reimburse employees Dependent Care FSA contributions up to \$2,000 via the payroll procedure in place as of July 1, 2023.

Section 5: Dependent Care Availability.

The County agrees to explore a backup care program vendor which can identify qualified providers of the following: in-home or in-center backup care for children and in-home backup care for adults/seniors at employee expense. The solicitation for bid would occur in fiscal year 2024 and if a suitable vendor is available and selected, the program would start no later than the beginning of fiscal year 2026. The vendor would support employees in the identification of qualified providers. The membership cost to the vendor will be paid by the County. The expense of the childcare and/or adult/senior care is at the employee expense.

Section 6: Sick Leave Cash Out.

Employees who have a sick leave balance of 500 hours or have 25 years of service or more as of July 1, 2023 will be given the one-time option to cash in up to 40 hours of sick leave to be paid by the end of calendar year 2023. Sick leave will be paid hour for hour at 50% of the 40-hour rate. This option will be available in fiscal year 2025 and 2026.

ARTICLE 18 APPEARANCE STANDARDS

The Parties agree that ACPD Directive Manual 402.01 will be revised to provide that "Employees are prohibited from displaying body art on the head, face, mouth, eyes, scalp, neck, or fingers. (This does not preclude small tattoos located behind the ears or on the back of the neck which would be primarily covered by the uniform shirt with collar.)"

ARTICLE 19 HOLIDAYS

The County will maintain holiday benefits as currently provided as of October 1, 2022, for the term of this Agreement except that employees will be paid a Holiday Allowance equal to the number of hours they work in their regular shift.

ARTICLE 20 CLOTHING/CLEANING ALLOWANCES

All non-uniformed personnel will continue to receive a clothing allowance of \$35 per pay period. The amount will be adjusted if/for any increase in cost of living for each calendar year prior to the budget adoption in FY25 and FY26.

Patrol officers will receive a \$200 yearly clothing allowance paid in the first paycheck in January.

ARTICLE 21 TAKE-HOME VEHICLES

Special Order 2022-02 will remain in effect as the Department's Take-Home Vehicle Policy, with the following exceptions:

- (a) Maximum road miles will be 60 for all unmarked vehicles.
- (b) Maximum road miles will be 30 for all marked vehicles.

ARTICLE 22 WAGES

<u>Section 1: Pay Scale Structure, Employee Step Placement, Pay Plan Service, and Step Increases</u> <u>for the Duration of the Agreement</u>

- 1) Pay Scale Structure:
 - a) Effective fiscal year 2024 and for the next two fiscal years the County will implement a new pay plan structure.
 - b) Pay Schedule A is the wage scale for the following fiscal years: 2024, 2025, and 2026.
 - c) There is a three-year transition to this structure, accomplished through a series of step increases based on the employee's Pay Plan Service (outlined in section 3) and fiscal year step increase limits (outlined in section 4).
- 2) Employee Step Placement:
 - a) Bargaining unit employees will transition to Pay Schedule A at the beginning of fiscal year 2024.
 - b) Effective the beginning of fiscal year 2024, the following will occur:
 - i) Bargaining unit employees will be placed on the *nearest step* above their current hourly rate; Employees will maintain their grade and title.

- ii) Anniversary dates will be based on the employee's ACPD Police Officer date of hire/rehire.
 - (1) Since some bargaining unit employees have anniversary dates ("next review dates") not aligned with their ACPD Police Officer hire/rehire date, employees will have their anniversary date set/reset based on the following:
 - (a) Employees with no break in ACPD Police Officer service: employees will have their anniversary date ("next review date") set/reset to the anniversary date to their ACPD Police Officer date of hire.
 - (b) Employees with a break in ACPD Police Officer service: employees will have their anniversary date ("next review date") set/reset to the anniversary to their ACPD Police Officer date of rehire.

3) Pay Plan Service:

- a) This section applies to both current Bargaining unit employees, employed as of 7/1/2023, as well as future hires during the contract period.
- b) Bargaining unit employees with no break in ACPD service will have the following service segments combined:
 - (1) ACPD service based on the employee's ACPD Police Officer hire date; and
 - (2) Previous relevant law enforcement service determined by Human Resources.
- c) Bargaining unit employees with a break in ACPD service will have the following service segments combined:
 - (1) ACPD service based on the employee's ACPD Police Officer rehire date; and
 - (2) Previous relevant law enforcement service determined by Human Resources.

4) Step Increases:

- a) Upon satisfactory performance, step increases are effective at the beginning of the pay period of the employee's anniversary date.
- b) Bargaining unit employees will be "on a step." Employees will not be below the minimum step; employees will not exceed the maximum step.
- c) If not at the maximum step, bargaining unit employees will have step increases based on their Pay Plan Service (outlined in section 3) up to the fiscal year limit outlined below. Depending on the employee's initial step placement and Pay Plan service, employees may be eligible for a series of multiple step increases in order to be aligned with their Pay Plan Service calculation. Each fiscal year has a step limit; the three-year transition step limits are the following:
 - (1) FY 2024 up to four steps;
 - (2) FY 2025 up to two steps; and
 - (3) FY 2026 *up to* the remaining number of steps required for the employee to be aligned with their Pay Plan Service calculation.

Section 2. Special Duty/Assignment Premiums

The following special duty premiums/assignment premiums criteria and limits, applicable for the duration of the agreement, are outlined below.

Premium Type	Classes Eligible	Criteria	Limit	Hourly Amount
Patrol Field Training Officer (FTO)	Police Officer, Police Corporal, Police Sergeant	 Patrol Field Training Officers (Patrol FTO) First Sergeant as Backup for Police Lieutenant 	Capped at 36 Patrol FTO. Capped at 6 Sergeants and backfill as Watch Commanders in Lieutenant's absence	\$3.00 • FTO Assignment
Master Police Officer (MPO)	Police Officer. Police Corporal	 Examples Include: Non-Patrol Field Training Officer (Non-Patrol FTO); Specialty Unit Training Officer; Senior Police Agent; Senior Detective or Specialty Unit Team -Leader; and, Senior Community Police Officer For illustrative purposes, specialist such as, Polygraph Operator, Firearms Coordinator, or Computer Forensics 	Capped at 43 Officers and Corporals	\$1.36 • MPO Assignment

Police Value Added (VA) Pay	Police Officer, Police Corporal, Police Sergeant, Police Lieutenant	 Possess, maintain, and use certified skills as defined by the Police Chief and approved by the HR Director MPO's may receive value added pay as long as it is not for skills which are a requirement for their MPO assignment 	An eligible employee may only receive a maximum of \$2.53 per hour in Value Added Pay. An employee cannot receive two VA Pay 4 Premiums. An employee cannot receive VA Pay 3 and VA Pay 4 Premiums. Civil Disturbance Unit: Capped at 75 employees including 2 Lieutenants. Emergency Response Unit: Capped at 42 employees, including 2 Lieutenants. ERU Negotiator: Capped at 24 employees, including 1 Lieutenant.	 VA Pay 1- \$.31 Backup Computer Forensics Backup Polygraph Breathalyzer Truck Inspector VA Pay 2 - \$.61 Forensic Science Academy State Certified Instructor VA Pay 3 - \$.75 Civil Disturbance Unit VA Pay 4 - \$1.00 Emergency Response Unit (SWAT and TOC) ERU Negotiator Critical Incident Response Team (CIRT; premium starting mid- FY23)
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To the extent not listed, any current special duty premiums/assignment premiums remain in effect.

Section 3. Standby, Callback, and Court Time Premium Hours

3a. Standby Premium Hours: The County reserves the right to require employees to standby to return to work as necessary. Standby status occurs when an employee:

- is required to be on standby by the Department Director or supervisor, and
- is required to be available for and able to work, and
- is in a non-exempt position, and
- no one else is on duty who could be reasonably expected to perform duties.

Employees, who are on standby, will receive either pay or compensatory leave at:

- 1 hour for each 12-hours of standby coverage
- 2 hours for each 24-hour of standby coverage

Employees who are scheduled to be on standby but are called in and work or are held over to work will be granted standby premium hours as though they remained on standby for the full period, in addition to pay for hours actually worked.

Hourly premiums are not paid on Standby Premium Hours. Standby premium hours are not credited when calculating the overtime rate.

3b. Callback Premium Hours: Employees who are recalled to work will receive pay for all hours worked at one and one-half times (1.5) the employee's regular rate. If employees are called back after they have left the work location, then they will be paid for a minimum for four (4) hours. The Call Back hours worked will be credited toward the calculation of overtime. The Call Back Premium hours (i.e., those hours not worked which round up to the time to 4 hours) are not credited toward the calculation of overtime and are not eligible for hourly premiums.

3c. Court Time Premium Hours:

- 1. When an off-duty employees is required to attend court or legal hearings related to their employment, the employee will receive pay for all hours worked at one and one half times (1.5) the employee's rate for a minimum of four (4) hours.
 - a. The Court Time hours actually worked will be credited toward the calculation of overtime.
 - b. The Court Time Premium hours (i.e. those hours not worked which round up to the time to 4 hours) are not credited toward the calculation of overtime and are not eligible for hourly premiums.
- 2. When an on-duty employee is required to attend court or legal hearings related to their employment, this premium does not apply. Employees will report and receive pay for hours worked.

Section 4: K-9 Allowance

A K-9 allowance will be paid to employees who handle assigned canines off-duty, including care provided at home and/or time spent caring and training canines outside of the handler's tour of duty. Such activities may include, but are not limited to: bathing, brushing, exercising, recreation, walking, feeding, grooming, laundry and other cleaning activities, demonstrations, emergency canine calls, cleaning of the dog's kennel and transport vehicle, the administration of drugs, treatments or medicine, transporting the dog to and from an animal hospital, work or veterinarian, any training or use/creation of training aides and other activities that care for, train, and/or assist the dog.

As of July 1, 2024: The allowance will remain at \$80.00 bi-weekly.

ARTICLE 23 HEALTH & WELFARE

Employees will continue to have access to any health insurance plans offered by the County to any other employees of the County. Employees with individual coverage will pay 20% of the premium. Employees covering family members will pay 25% of the premium.

Employees who retire and receive benefits from ACERS will be allowed to continue participating in the same health insurance plans as active employees and will be required to contribute no more than 20% of any premium costs, subject to caps on County contributions set forth in Chapter 6 of County Code.

ARTICLE 24 RETIREMENT

The County will continue to provide the ACERS Plan to all employees in this bargaining unit. The ACERS Plan as approved on January 4, 2009, will remain in place as is except with the following amendments:

The maximum DROP period will be up to four years for employees in the DROP Program as of July 1, 2023.

Employees who enroll in DROP after July 1, 2023, will be eligible for a maximum DROP period up to 4 years.

ARTICLE 25 TUITION ASSISTANCE

Employees will continue to participate in the County's Tuition Assistance program, as it may be amended by the County from time to time, except that employees in this bargaining unit will not be given any benefits inferior to those offered to other employees of the County.

ARTICLE 26 MISCELLANEOUS

Section 1. Personnel Files.

An employee will be allowed to make arrangements with ACPD HRMS to inspect their personnel file. If there is a contract dispute pending involving an employee or an internal investigation involving an employee, the Union will be allowed access to review the employee's personnel file with ACPD HR provided the Department receives written permission and authorization from the employee to provide access of the file to the Union.

Section 2. ACPD Manual.

The Union will designate representatives to the Policy Review Committee. Designated Union representatives will receive drafts of proposed revisions to the ACPD Manual and will provide any comments, including proposed revisions, which will be considered by the Department before promulgating the revisions to the Manual.

ARTICLE 27 FINALITY, SAVINGS & SEPARABILITY

Section 1. Waiver of rights not negotiated.

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 matter properly within the scope of negotiations and that understandings arrived at after the exercise of that right to negotiate with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total agreement between the County and the Union. It is further agreed that this Agreement can only be added to, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized representatives.

Having had the opportunity to negotiate the authority to make changes to terms and conditions of employment of the employees of this bargaining unit, the County and the Police Department will not have the authority to make unilateral changes to any terms and conditions of employment covered by this agreement.

Section 2. Conflict with law.

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law or court decision, such term or provision shall continue in effect only to the extent permitted by such law or court decision. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 3. County provided benefits that are not addressed in this Agreement.

If any benefits granted by the County's ordinances or Administrative Regulations are not addressed in this Agreement, employees in this bargaining unit will still be allowed to avail themselves of those benefits.

ARTICLE 28 DURATION, RENEWAL & RENEGOTIATION OF AGREEMENT

This Agreement will be effective for FY 2024 and will continue in full force and effect through the end of FY 2026. Renewal of this agreement and renegotiation of any successor agreement will be consistent with Arlington County Ordinance 6-30.

Kathryn Naylor

Chief Labor Relations Officer

Attachment - Pay Schedule A

Pay Schedule A. Police Bargaining Unit Salary Schedule* Fiscal Years: 2024, 2025, and 2026

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