

**COLLECTIVE BARGAINING AGREEMENT  
SERVICE, LABOR AND TRADES BARGAINING UNIT  
BETWEEN**

**ARLINGTON COUNTY GOVERNMENT,  
VIRGINIA**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES  
DISTRICT COUNCIL 20, LOCAL 3001**

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



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**ARTICLE 1**

**RECOGNITION AND COVERAGE**

Pursuant to the certification of the Arlington County Labor Relations Administrator in Decision No. 22003 (August 1, 2022), Arlington County (the "County") recognizes the American Federation of State, County and Municipal Employees, District Council 20, Local 3001 (the "Union") as the exclusive representative for the purposes of collective bargaining of terms and conditions of employment with the County for a bargaining unit described as follows:

Service, Labor & Trades (SL&T): Those eligible classes of full-time employees associated with service/maintenance and skilled crafts, i.e., job classes of workers performing duties that result directly in the comfort, convenience, and well-being of the general public, or contribute to the maintenance of capital assets, land and infrastructure of the county. (Arlington County Code § 6-30(F)(3).

**ARTICLE 2**

**MANAGEMENT RIGHTS**

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

**ARTICLE 3**

**UNION RIGHTS**

**Section A.**

The Union shall have the right to speak on behalf of all members of the unit and shall be responsible for representing the interests of all members of the bargaining unit without discrimination and without regard to membership in the Union.

**Section B. New Employee Orientation**

The Union has the right to meet with all newly hired employees in SLT positions for 30 minutes during business hours within 30 calendar days from the date of hire. This meeting will be without charge to the pay or leave of any of the employees. To the extent that the County offers a new employee orientation in -person and newly hired SLT bargaining unit employees are scheduled to attend, the Union will be afforded 30 minutes to make a presentation to new SLT bargaining unit employees and answer questions from those new SLT bargaining unit employees at this orientation. To the extent a new orientation is not offered in person, the Union will be

permitted to meet new bargaining unit employees for 30 minutes within their first 30 calendar days from the date of hire through either individual or group meetings. The Parties agree to provide for monthly group meetings for this purpose. If the employee is unable to attend the pre-scheduled monthly meeting due to scheduling or other reasons, the Union may meet with the employee individually or permit the employee to attend the next regularly scheduled monthly meeting.

#### Section C. Notice of Newly Hired Bargaining Unit Employees and Employee Lists

Within 30 calendar days from the date of hire, the County shall provide the Union with the employee's name, job title, grade, bureau, date of hire, and official County email address which the Union may use to communicate with the employee about representation and matters of concern to the bargaining unit. In addition, upon request, the County will promptly provide the Union with updated employee lists of bargaining unit employees which shall include the following: name, job title, grade, and date of hire.

#### Section D. Representation at Meetings with Bargaining Unit Members

The Union shall have the right to be represented at and participate in formal discussions, interviews, and examinations as reflected under the Employee Rights Article and the Investigations and Interviews Article.

#### Section E. Union Representatives

Union officers and union stewards who are members of the bargaining unit and who have been identified by the Union President shall be granted Union Business Official Time, in accordance with this Article as may be required for the purpose of discharging the official representational duties of the Union.

#### Section F. Union Access

The County agrees that representatives of the local Union, regional representatives, or international representatives shall have reasonable access to the premises of the Employer at any time during working hours to conduct Union business, as long as such visits will not interfere with the conduct of normal County business and the employee's work and the Union attempts to provide 24-hour advance notification to the respective Department management where practical based on the circumstances. Union Representatives shall report to the supervisor or his/her designated representative upon entering a facility.

### Section G. Union Conference and Seminar Official Time

The Union shall have a Conference and Seminar Official Time Bank of 500 hours per fiscal year applicable to all representatives of the Union. This also shall be without loss of pay or leave. All requests for Conference and Seminar Official Time pursuant with this section are subject to approval of the County and shall not be unreasonably withheld. The Union will attempt to provide the requests thirty (30) days in advance, but in no event shall notice be less than seven (7) days.

### Section H. Union Business Official Time

The Union shall have an additional Union Business Official Time Bank of 800 hours per fiscal year. This also shall be without loss of pay or leave. All requests for union business official time pursuant to this section are subject to the approval of the County and shall not be unreasonably withheld. The Union will attempt to provide such requests forty-eight (48) hours in advance where practical based on the circumstances.

### Section I. Official Time for Negotiations

Employees who, upon the request of the Union, are excused from their regular assignment for the purpose of participating in negotiation sessions with representatives of the County shall suffer no loss of pay or leave and consistent with Parties' ground rules for successor term negotiations.

### Section J. Leave of Absences for Union Business

Employees may be granted periods of leave of absence, up to one (1) year, to include annual leave or leave without pay, as appropriate, where the Union designates employee members, elected or appointed, to a Union office or delegate to a "Union Function" and agree that, upon his/her request, the employee shall be granted a leave of absence (annual leave or leave without pay), for the time required to be away from the job. Management is only required to consider for approval one such long-term leave of absence of up to a year. Consideration and approval of any additional similar requests for leave to cover the same time period are subject to management's discretion. Any such requests shall be submitted as far in advance as possible to the Chief Labor Relations Officer or his/her designee, and the Union will attempt to provide such request thirty (30) days in advance, but in no case, less than seven days prior to the day leave is to begin. No more than one employee can be approved for such leave of absence under this section at a time. Management may fill the resulting vacancy in the interim. Upon the completion of the leave of absence, the employee shall be returned to a similarly graded position.

Section K. Official Time Form

Requests for, and use of, official time shall be made on the "Official Time Report" and the requests shall not be unreasonably denied. The County will develop the Official Time Report, which will be used to request and account for official time use.

Section L.

Time served in the capacity as Union Steward shall not be counted towards hours worked and overtime shall not be paid or accredited in relation to any Steward's performance of representational duties covered by this Article and Agreement.

Section M. Reopener Clause

In the event union security or agency fee agreements become lawful in Virginia and under U.S. Supreme Court case law, the parties agree to reopen this Agreement for the sole purpose of negotiating such a provision.

**ARTICLE 4**

**EMPLOYEE RIGHTS**

Section A.

Consistent with Arlington County Code 6-30 (C), employees shall have the right to organize, form, join, assist, and pay dues or contributions to the Union, to bargain collectively through the Union as their chosen exclusive representative, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection insofar as such activity is not inconsistent with Chapter 6-30 (C) or prohibited by any other applicable law. Employees shall also have the right to refrain from any or all such activities. Employees shall not be discriminated against based on their participation in or refrain from participation in such activities.

Section B. Union Representation at Formal Discussions

Consistent with Arlington County Code § 6-30(K)(6)(a), employees have the right to be represented by the Union at any formal discussion between one or more representatives of the County and the employee or a group of employees if such formal discussion concerns any matter that is within the scope of collective bargaining as defined under Arlington County Code § 6-30(B), or that are covered by this Agreement. Daily communications and interactions between supervisors and employees regarding assignments and progress or status of such assignments are



not formal discussions requiring Union representation. Also, routine, periodic informal counseling discussions between an employee and supervisor regarding clarifying and/or correcting aspects of the employee's job performance, conduct or work-related matter are not formal discussions requiring Union representation.

#### Section C. Union Representation at Examinations/Investigations

Consistent with Arlington County Code § 6-30 (K)(6)(b) and the Investigations and Interviews Article in this Agreement, employees also have the right to be represented at any interview or examination by a County representative in connection with an investigation if the employee reasonably believes that the examination involves matters covered by any collective bargaining agreement then in effect, or the employee reasonably believes they may be disciplined based on the subject of the examination, and the employee requests representation.

#### Section D.

In instances where an employee is involved in an accident while at work, the employee will, if requested, be afforded the opportunity to consult with a Union representative prior to being required to provide details on what happened to management except where delays with prior consultation would prevent timely identification of risk to employee or others or compliance with County Driver Policy reporting requirements noted below in this paragraph. If prior consultation does not occur in accordance with the foregoing, the employee must still be afforded the opportunity to have a Union representative present, if requested, when the employee subsequently provides details or gives a statement to management provided it does not create additional delay. Employees must timely report injuries, and/or damage to a County vehicle or equipment under their control or use during their working hours to their supervisor/manager on the same day as the incident, injury or damage occurred or by the end of the shift, whichever is earlier, barring exigent circumstances.

### ARTICLE 5

#### MAINTENANCE OF BENEFITS

The Parties agree that current benefits as of July 1, 2023, will remain in place at current or improved levels unless otherwise addressed in this Agreement.

Consistent with the County's rights and authority under Arlington County Code 6-30(D)(e), a declaration of emergency relating to exigent circumstances County-wide may impact compensation, benefits, and rights under this Agreement.

**ARTICLE 6**  
**DUES DEDUCTION**

**Section A.**

For each employee who has provided written authorization, the County agrees to deduct regular Union dues from the employee's paycheck each pay period and other periodic Union-authorized dues or deductions in the amount certified to the County by the Union. Any employee's signed written authorization may be revoked in accordance with the terms of the authorization, which shall provide a period of irrevocability of not more than one year at a time in subsequent intervals. An authorization that satisfies the Uniform Electronic Transactions Act ("UETA") (Virginia Code § 59.1-479 et seq.), shall be valid for employees' authorizations for payroll deductions, and the parties will determine what other authorization methods under the UETA are administratively feasible. Dues deducted will be in the amount specified in writing to the County by the Union.

**Section B.**

The Union, upon the presentation of written authorization by individual employees covered by this Agreement, shall be entitled to have such employees' membership dues deducted from their paychecks on a biweekly basis and remitted to the Union. The County shall begin dues deductions in the amount prescribed by the Union in the first full payroll period after receipt of the written authorizations. The County will advise the Union of the email address where the written authorizations should be sent. Such withholdings are to be transmitted via electronic fund transfer to the account authorized by the Executive Director of AFSCME District Council 20, on a biweekly basis and remitted to the Union. The employer shall submit a monthly dues deduction roster to the Union. The County will work with the Union to correct any errors made in the administration of this Article. It is the responsibility of the employee and the Union to bring errors or changes in status to the attention of the County. Corrections or changes will be made at the earliest opportunity after notification is received but in no case will changes be made retroactively.

**Section C.**

Any employee requests to cancel dues authorizations must be provided solely to the Union. The Union shall provide written notification to the County of dues authorizations that have been properly revoked in accordance with the written authorization and the period of irrevocability of not more than one year at a time in subsequent intervals as noted under Section A.

Section D.

The Union shall indemnify, defend and hold the County harmless against any and all claims, demands and other forms of liability, which may arise from the operation of this Article. If in any case in which a judgment is entered against the County as a result of the deduction of dues or other deductions, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the County, shall be returned to the County or conveyed by the Union to the employee(s), as appropriate.

**ARTICLE 7**  
**UNION STEWARDS**

Section A.

Union Stewards shall be designated by the Union and shall be recognized as employees' representatives. The names of employees selected as Stewards who may represent bargaining unit members shall be certified to the County annually or whenever changes are made. The Union shall ensure that the certification to the County of authorized Union Stewards is current at all times. Only those Stewards who have been certified to the County, in writing, shall be recognized as Union Stewards.

Section B.

The Union shall appoint, and the County shall recognize one (1) Steward per every fifty (50) bargaining unit members. The selection and appointment of Stewards and Chief Stewards is exclusively a Union function. The Union will make reasonable efforts to ensure coverage across all bureaus with SLT bargaining unit employees in the agencies covered under this Agreement. Stewards are authorized to perform and discharge union duties and responsibilities, which the Union may assign to them in accordance with this Agreement.

Section C.

A Steward shall be permitted to devote necessary time during the Steward's working hours, at the Steward's then current rate of pay, for processing contract disputes or performing representational activities at the Steward's work site. Should it be necessary for a Steward to leave the Steward's work area to perform such activities, the Steward shall request permission from the Steward's immediate supervisor, which shall not be unreasonably denied. Requests by Stewards for permission to meet with employees and/or by employees to meet with Stewards will not require prior explanation to the supervisor of the problem involved other than to identify the area to be visited and the general purpose of the visit, i.e., contract dispute investigation,

labor-management meetings, negotiation sessions, etc. The Steward shall report to the Steward's immediate supervisor upon resuming work. It is agreed that time spent in the processing of contract disputes and representational activities shall be limited to a reasonable amount of official time to be estimated in advance whenever possible.

Section D.

One (1) Chief Steward in addition to the stewards designated under Section B above shall be permitted to devote necessary time during the Chief Steward's working hours, at the Chief Steward's then current rate of pay, for processing contract disputes under this Agreement. Should it be necessary for the Chief Steward to leave the Chief Steward's work site, the Chief Steward shall request permission from the Chief Steward's supervisor and from the supervisor of the employee(s) the Chief Steward intends to visit. Such a request shall not be unreasonably denied. The Chief Steward shall report to the Chief Steward's immediate supervisor upon returning to the Chief Steward's work area. It is agreed that time spent in the processing of contract disputes under this Agreement shall be limited to a reasonable amount of official time to be estimated in advance whenever possible.

Section E.

Requests by stewards/union officials for official time to perform representational functions shall be made on the "Official Time Report" and such requests shall not be unreasonably denied. In the event that management does not grant a request to release a Steward from his or her regular work assignment in order to address a contract dispute, then management shall extend in writing any relevant deadline under the Contract Disputes Article under this Agreement by a duration commensurate with the delay.

**ARTICLE 8**

**GOVERNING REGULATIONS AND WORK RULES**

Section A.

The County and the Union agree that all applicable County-wide rules, regulations, issuances, or policies, remain in place and will be followed to the extent they are not inconsistent with this Agreement. To the extent there is a conflict or inconsistency between this Agreement and any County rules, regulations, issuances, or policies, the terms of this Agreement shall prevail.

Section B.

Employees shall be advised of the verbal and written work rules which they are required to follow. The County can inform employees of work rules via email to the employees' County

email address with the website for the Administrative Rules and Regulations along with County Department policies reside on digital platforms such as web sites in lieu of paper copies. The County agrees that proposed new written work rules and the revision of existing written work rules that substantially impact working conditions shall be subject to notice and impact bargaining with the Union consistent with Arlington County Code 6-30 (L)(3).

## **ARTICLE 9**

### **DISCIPLINARY ACTIONS**

#### **Section A. General Provisions**

1. No employee shall be disciplined or discharged without just cause. The only exception to this provision shall be for new hire probationary employees who have not completed their initial probationary period.
2. Disciplinary action will be appropriate to the circumstances, with due regard to the principle of progressive discipline.
3. Correction and discipline by supervisors will be done in such a manner as to protect employee confidentiality and to not subject the employee to embarrassment in front of coworkers barring exigent circumstances.
4. Employees may request union representation in accordance with the Employee Rights Article and the Investigations Article.

#### **Section B. Written Reprimands**

Within seven (7) days of receipt of a Written Reprimand, employees may request a meeting with their supervisor and with HRD - Employee Relations and with or without their supervisor, to discuss their circumstances and their concerns with the reprimand. At the employee's request, a union representative may attend the meeting. Within seven (7) days of this meeting, the supervisor may rescind the Written Reprimand or uphold the Written Reprimand. If the Written Reprimand is maintained, then the employee will also have an opportunity to provide a written response to the Written Reprimand. Such response will be attached to the Written Reprimand and both the reprimand and response will be retained in the employee's official personnel folder (sub-file for discipline). Written reprimands are not grievable under A.R. 2.7 or subject to appeal under the contract dispute resolution procedures under this Agreement.

**Section C. Notice of Potential Misconduct Under Investigation for Discipline that may be taken by Department Director or Designee – Suspension without pay or forfeiture of leave for up to 20 Calendar Days**

The Notice of Potential Misconduct under Investigation shall be presented to the employee within ninety (90) calendar days from either the date of the incident giving rise to the investigation of potential misconduct or when the County reasonably should have known of the incident. However, the requirement to provide a Notice of Potential Misconduct under Investigation shall be tolled in the event of a concurrent investigation, allegation, lawsuit, or claim against the Employee by a non-County entity or a County Department other than the Human Resources Department and the Employee's Department.

**Section D. Disciplinary Process for Disciplinary Actions that may be taken by Department Director or Designee – Suspension without pay or forfeiture of leave up to 20 calendar days**

1. Whenever the County considers disciplining an employee, after conclusion of an investigation, the County shall issue a Notice of Proposed Disciplinary Action to the employee within a reasonable period of time from the date of the issuance of the Notice of Potential Discipline under Investigation, which ordinarily shall be within forty-five (45) calendar days of the issuance of the Notice of Potential Discipline under Investigation, but may be extended as necessary by the County. The employee and the Union, at the employee's request, will be advised of the need for any extension and the anticipated completion date. Before taking a disciplinary action, the County must give the employee a notice of proposed disciplinary action that tells the employee:

- a. The specific allegations including the dates, times, and places of events and other details, as appropriate, with sufficient detail to reasonably apprise the employee of the nature of the allegations;
- b. The disciplinary action proposed;
- c. That the employee may respond orally or in writing;
- d. The official to whom the response is to be directed;
- e. The deadline for submitting a response;
- f. That the employee may be represented when responding to the notice of proposed disciplinary action, and;
- g. That the Union and/or the employee has a right to request an informal settlement.

2. Upon receipt of the written Notice of Proposed Disciplinary Action, the employee shall have fourteen (14) calendar days to orally respond or to submit a written response that includes a clarification of facts and explanation of circumstances. The Employee and/or Union has the right

to request an extension of time on behalf of the employee to respond to the notice of proposed disciplinary action. Such requests shall not be unreasonably denied. If the employee elects to respond orally, a meeting shall be scheduled with the employee and union representative at the employee's request.

3. If the employee responds to the Notice of Proposed Disciplinary Action, the County must carefully consider the response and decide whether disciplinary action should or should not be taken. The County may consider the employee's response in mitigating the level of proposed discipline and shall not increase the level of discipline for the alleged misconduct beyond the level that was in the Notice of Proposed Disciplinary Action.

4. If the County decides to implement disciplinary action, the County shall issue a Final Notice of Disciplinary Action within fourteen (14) calendar days, after the employee has submitted his/her response to the written notice of proposed disciplinary action or after a meeting held for the employee to respond orally. The parties may mutually agree to extend the deadline for Final Notice of Disciplinary Action.

5. A Notice of Final Disciplinary Action must contain the following information:

- a. The type of disciplinary action that will be taken;
- b. The date on which the disciplinary action will take effect;
- c. The specific reasons for the disciplinary action including dates, time, places, and other details, as appropriate;
- d. Whether the employee responded to the Proposed Notice of Disciplinary Action
- e. A statement of the employee's right to grieve or appeal the disciplinary action, consistent with the Grievance Procedure under AR 2.7.

Section E. Process for Disciplinary Actions that Require County Manager's Approval for Suspensions and Leave Forfeitures of More Than 20 days, Demotion or Dismissal

1. When the County is investigating misconduct that may result in discipline of suspension or leave forfeiture of over 20 calendar days, salary reduction, demotion or discharge, the Notice of Allegations and Fact Finding provisions of A.R. 2.7, Chapter 17, Sections 6.4 and 7 shall apply except as modified by this Agreement.

2. The County shall provide the employee with a Notice of Potential Misconduct Under Investigation within ninety (90) calendar days from either the date of the incident giving rise to the potential charge or allegation under investigation or when the County reasonably should have known of the incident. However, the requirement to provide a Notice of Potential Misconduct under Investigation shall be tolled in the event of a concurrent investigation, allegation, lawsuit, or claim against the Employee by a non-County entity or a County Department other than the Human Resources Department and the Employee's Department. The Notice of Potential Misconduct Under Investigation shall be of sufficient detail to reasonably apprise the employee

of the nature of the investigation. Investigations shall be conducted in accordance with the Investigations Article.

3. Whenever the County considers disciplining an employee, after conclusion of an investigation, the County shall issue a Notice of Allegations to the employee within a reasonable period of time from the date of the issuance of the Notice of Potential Discipline under Investigation, which ordinarily shall be within forty-five (45) calendar days of the issuance of the Notice of Potential Discipline under Investigation, but may be extended as necessary by the County. The employee and the Union, at the employee's request, will be advised of the need for any extension and the anticipated completion date. The Notice of Allegations must tell the employee:

- a. The specific allegations including the dates, times, and places of events and other details, as appropriate, with sufficient detail to reasonably apprise the employee of the nature of the allegations;
- b. The disciplinary action being considered;
- c. How the employee may respond;
- d. The official to whom the response is to be directed;
- e. The deadline for submitting a response;
- f. That the employee may be represented when responding to the Notice Allegations, and;
- g. That the Union and/or the employee has a right to request an informal settlement.

4. Within fourteen (14) calendar days after receipt of the Notice of Allegations, the employee may submit a written Statement of Response to the Department Director. The Statement of Response should include a clarification of facts and explanation of circumstances and may request a Fact-Finding Meeting with the Department Director. The employee or Union has the right to request an extension of time on behalf of the employee to respond to the Notice of Allegations. Such requests shall not be unreasonably denied.

5. If the employee requests a Fact-Finding meeting, then the Department Director will schedule the meeting to occur within ten (10) calendar days after receipt of the employee's Statement of Response. At least five (5) days before the fact-finding meeting, the employee and the Union shall be notified of the time and place of the meeting. The employee shall have the right to be accompanied and represented by the Union and/or legal counsel. If the employee is represented by legal counsel, the County may be as well.

6. The employee and Union shall be entitled to a copy of the Fact-Finding Report from the meeting at no cost if available. If the meeting is recorded, a copy will be provided to the employee and the Union at no cost.

7. The County must carefully consider the evidence presented at the Fact-Finding Meeting, and within fourteen (14) calendar days after the Fact-Finding Meeting, the Department Director will



prepare a written report containing the allegations, the findings of the meeting, conclusions and the disciplinary action that will be taken or recommended. The County may consider the employee's response in mitigating the level of proposed discipline and shall not increase the level of discipline beyond the level that was in the Notice of Allegations.

8. If the employee wishes to contest the Department Director's recommendation of discipline that requires County Manager approval, the employee must submit a written statement to the County Manager within fourteen (14) calendar days after the employee's receipt of the Fact-Finding Report.

9. If the County decides to implement disciplinary action that requires County Manager approval, the County Manager shall issue a Final Notice of Disciplinary Action within fourteen (14) calendar days after the Fact-Finding Report or the employee's Statement of Response is received. The disciplinary action will be stayed until the County Manager responds. If no written Statement of Response is received or request for a Fact Finding Meeting, the County Manager will have twenty one (21) calendar days to respond from the date of the Notice of Allegations. The parties may mutually agree to extend the deadline for County Manager's Response.

10. If the County decides to implement disciplinary action less than what was proposed in the Notice of Allegations that does not require County Manager approval, the Fact-Finding Report will be accompanied by the Final Notice of Disciplinary Action. The parties may mutually agree to extend the deadline for Final Notice of Disciplinary Action.

11. A Notice of Final Disciplinary Action must contain the following information:

- a. The type of disciplinary action that will be taken;
- b. The date on which the disciplinary action will take effect;
- c. The specific reasons for the disciplinary action including dates, time, places, and other details, as appropriate;
- d. Whether the employee responded to the Notice of Allegations;
- e. A statement of the employee's right to grieve or appeal the disciplinary action.

12. A grievance may be filed consistent with Chapter 18 of the Grievance Procedure under A.R. 2.7 after the employee's receipt of the Final Notice of Disciplinary Action.

13. The County shall provide the Union with written notice of all Proposed and Final disciplinary actions taken by the County toward employees of the bargaining unit.

#### Section F. Access to Records

Upon issuance of a Notice of Allegations, the County shall provide, if available at the time, or, as soon thereafter as possible, the employee or his or her counsel or chosen representative with:

1. Written statements from witnesses and/or complainant(s) relied upon which discipline is based in connection with any charge. These statements will be sanitized of identifying and contact information of the above persons; and
2. Information relied upon which the discipline is based, including transcripts, in the possession of the County. This information shall be provided free of charge; and
3. While recognizing that each discipline case is based on specific and unique factual circumstances, there is also value in consistency of disciplinary penalties. Upon request, the County will provide Union representatives with a list of disciplinary actions from similar offenses under comparable circumstances.

## **ARTICLE 10**

### **INVESTIGATIONS AND INTERVIEWS**

#### **Section A. Definitions**

1. For purposes of this Article, the terms “Interview,” or “Examination,” are used interchangeably to mean any questioning of a formal nature of a bargaining unit employee by a County representative in connection with an investigation or that an employee reasonably believes could lead to discipline such as discharge, demotion, suspension, or any other disciplinary action. “Interview” or “Examination” does not include questioning related to the investigation, defense, or prosecution of a legal claim or action by or against the County or its employees, where the County provides the employee being questioned with written notice that the results of the questioning will not be used to support any discipline, any allegations of misconduct, performance issues, or policy infractions, or any administrative matters involving the employee.

2. For the purpose of this Article, the term “Investigation” is defined as a formal process initiated as a result of allegations of misconduct. “Investigation” does not include the investigation, defense, or prosecution of a legal claim or action by or against the County or its employees, where the County provides the employee being questioned with written notice that the results of the questioning will not be used to support any discipline, any allegations of misconduct, performance issues, or policy infractions, or any administrative matters involving the employee.

3. For the purpose of this Article, the term “Fact Finding Meeting” shall be consistent with same term set forth in A.R. 2.7.

#### **Section B. Rights and Procedures**

1. Employees have the right to be represented by the Union at any Interview or Examination if the employee requests representation. Whenever an employee is questioned in an Interview or Examination as defined under Section A, the County representative conducting the Interview or

Examination must inform the employee of the nature of the interview or examination and must inform the employee of his or her right to be represented by the Union during the Interview or Examination if the employee is a subject of the investigation. County representatives will include at times HRD Staff in conjunction with Department representatives. However, the employee may voluntarily decline the right to have a union representative present and if so, the County representative would proceed with the Interview or Examination.

2. If the employee requests Union representation, the meeting or discussion must be postponed until a Union representative is available to attend; however, any postponement to seek Union representation will not extend beyond twenty-four (24) hours.

a. The Union representative must be allowed to speak privately with the employee before the Examination. The Union representative must be allowed to speak during the Interview. However, the Union representative does not have the right to bargain over the purpose of the Interview. The Union representative may ask questions seeking clarification of the interviewer's questions and may call for breaks as needed and noted below. The Union representative cannot answer questions for the employee being questioned or prevent the interviewer from asking questions or prevent the employee from answering.

b. The Union representative shall not seek to disrupt, interrupt, hinder or delay an Interview or Examination.

c. The Union representative and employee may take at least one 15-minute break for every 2 hours of Interview to confer privately during an Interview. If the Interview does not last 2 hours, the employee and the Union representative may confer privately for at least 15 minutes prior to the end of the Interview. If the Interview goes beyond the 2 hours, the employee and the Union representative will still have an opportunity to converse at the end of the Interview for at least 15 minutes. The employee and Union representative may ask clarifying questions and provide additional information to the interviewer at the end of the Interview. If more time is needed, the employee being questioned can request additional time with the investigator.

d. The County will not require employees serving as Union representatives to disclose information provided to them by another bargaining unit employee while they were serving in a representational capacity, and any advice they may have provided to that employee, unless the confidentiality of any such representational conversation has been waived by the employee involved or unless disclosure is required by law, rule, regulation, or other appropriate authority.

e. The County shall not attempt to prevent or dissuade an employee from requesting a Union representative during an interview.

f. The County shall not threaten retaliation or retaliate against an employee in response to the employee requesting Union representation during an Interview or Examination.

g. If an attorney, on the County's behalf, attends the Interview, then the employee also has the right to have an attorney present during that Interview.

3. Prior to commencement of any interview, the employee being questioned and his/her union representative, if any, shall be informed of the name and title of the official in charge of the investigation, the interviewers, and all persons present during the Interview.
4. Prior to the commencement of any interview, the County will advise the employee and the union representative, if any, of the nature of the investigation (e.g., the type of misconduct for which discipline is being considered). The County shall provide the employee and the Union with a copy of any notice of potential misconduct under investigation or allegations, if any, prior to any Interview or Examination.
5. The interview will take place at a reasonable time and place, preferably when the employee is scheduled to be on duty, unless the matters being investigated are of such a nature that immediate action is required.
6. The employee shall not be subjected to offensive language.
7. Evidence gathered through the conduct of an interview that violates the employee's rights to have union representation or other rights under this Article shall not be admissible in any administrative hearing against the employee.
8. If, during the questioning of a witness, it becomes apparent for the first time that discipline or potential discipline could arise, the County is required to stop the questioning and provide at least 24 hours notification for the employee to obtain union representation.
9. Meetings in which an employee is questioned as part of an investigation of another employee's conduct or performance, for example, an employee who witnesses another employee's misconduct is not entitled to union representation if they are questioned about what they observed. However, if an employee insists on having union representation due to their subjective belief that they may be subject to discipline based on the subject of the interview, the County will allow the employee 24 hours to obtain union representation.
10. The County need not grant an employee's request for a representative in meetings in which the employee is informed in advance that no discipline or adverse employment action will result from the interview or examination. However, if an employee insists on having union representation despite the County's assurances that no discipline or adverse employment action will result from the interview due to their subjective belief to the contrary, the County will allow the employee 24 hours to obtain union representation.
11. The County is free to terminate any Interview or Examination of an employee in connection with an investigation at any time for any reason, provided that termination does not deprive the Union and the employee their rights under this Article.
12. Confidentiality orders regarding investigations, which must be provided to the employee in writing and approved by the Department Director or designee, shall last as long as the investigation or determinations by the County. Said orders shall apply to the employee and their representative.

13. Prior to any Interview or Examination of an employee, for which there may be criminal implications, the employee shall be advised of their Garrity Rights, if the County intends to compel the employee to answer questions.

14. The Union shall keep information obtained during any Interview or Examination confidential.

Section C.

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

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

3. This Agreement does not preclude the normal day-to-day supervision involving the exchange of non-investigatory questions and answers between supervisor and employee without union representation.

4. County supervisors, managers, and investigators shall not lie or misrepresent the truth to employees during investigations and interviews.

5. Employees must answer all work-related questions truthfully, promptly, and completely.

**ARTICLE 11**

**SENIORITY**

Definition:

Seniority means an employee's length of SLT creditable service with the County. The County shall assign a SLT Bargaining Unit Hire Date to each employee.

Calculating Seniority:

The County shall determine the rank order of employees having the same service computation date by using the numerical order of their employee ID number. The SLT Bargaining Unit Hire Date shall be recorded in the permanent personnel file of each employee.

Break in Service:

In calculating seniority, an employee's continuous service shall be broken by voluntary resignation, discharge for cause, reduction in force, or retirement. If an employee returns to his/her former, or a comparable position, within one year, the seniority he/she had at the time of his/her departure shall be restored, but he/she shall not accrue additional seniority during the period of his/her absence.

Seniority List:

At least once per year and at any time upon request, the County shall provide the Union with a list of employees represented by the Union. This list shall be in seniority order as defined by this Article and will reflect SLT creditable service. Upon request, the County shall also provide separate seniority lists by Department.

**ARTICLE 12**

**JOB POSTINGS, TRANSFER REQUESTS AND VOLUNTARY REASSIGNMENTS**

Section A. Job Postings

1. The County agrees that SLT related vacancy announcements shall be posted on official job posting website for a period of at least fifteen (15) workdays prior to the vacancy announcement closing date or the use of an active eligible list to fill the position.

a) Vacancy announcements shall describe the job duties and responsibilities to be performed, qualification requirements, and any special knowledge, skills or ability that shall be given consideration.

b) The Union shall be notified of all SLT related vacancy announcements. The notification will include the following for each SLT job opening: job announcement number, job title, and job posting opening and closing date.

c) Active eligible lists may remain in effect for up to three (3) years; the relevant eligible list will be used to produce a referral list.

2. During the job posting period, current employees who wish to apply for the open position or job may do so. The application shall be in writing through the County's applicant tracking system. Applicants for County employment must apply according to the procedures in the job announcement and provide required information, documentation, and forms.

3. A review of an applicant's qualifications shall be made by a representative of the Human Resources Department. An applicant covered by this Agreement who is not selected to fill the vacancy shall be notified in writing through the County's applicant tracking notification system

or other means. Management will carefully consider the positive value of relevant internal experience.

4. Management has the right to determine job qualifications, including experience, education, level of competence in specified areas, and physical condition, provided they are limited to the factors directly required to satisfactorily perform the job.

5. The County will screen and refer applicants based on an evaluation of their qualifications. County evaluation methods may include assessments of training and experience; oral, and written examination; performance test/work sample; personal interview; physical examinations; legal requirements; and/or other methods deemed appropriate by the Human Resources Director.

6. All employees covered by this Agreement who are determined by Human Resources to be eligible for a vacant position will be given an interview, unless the volume of applications makes it administratively impractical to do so. Employees who interview and are not selected to the position may request feedback on interview performance and qualifications that could make the employee a more competitive applicant in the future.

7. Hiring panels shall include at least one SLT employee from the department or working group with the hiring need, who shall be a representative of the Union when practical.

#### Section B. Within Classification Transfer Requests

1. A transfer request is made by an employee to a future vacant position in the same job title within the County; this request will be maintained on a list. The transfer request will be reviewed before a vacant position is posted. The transfer request may be affected by mutual agreement between the employee and the Department Director(s) and shall not be unreasonably withheld.

2. Where there are more requests for transfers within the same job title than there are vacant positions, assignments shall be made by bargaining unit seniority.

#### Section C. Voluntary Reassignment

1. A voluntary reassignment may be requested by an employee.

2. If the voluntary reassignment is to a position with an equivalent pay range maximum, there shall be no salary reduction unless the employee received a pay exception as they moved into the classification they hold at the time of making the request. In that case, the employee's rate may be subject to reduction, with the Department Director's input and with review and approval of the Human Resources Director. The Union and the employee will be notified of the specific reduction in pay, if any, associated with their requested voluntary reassignment prior to the approval of the request. Upon receipt of this notice, the employee can decide to continue the voluntary reassignment or withdraw the request.

3. If the voluntary reassignment is to a position with a lower pay range maximum, the employee's rate may be subject to reduction with Department Director's input, with the review and approval of the Human Resources Director. The Union and the employee will be notified of the specific reduction in pay, if any, associated with their requested voluntary reassignment prior to the approval of the request. Upon receipt of this notice, the employee can decide to continue the voluntary reassignment or withdraw the request.

Employees will not be penalized as a result of requesting a voluntary reassignment. Any potential reduction in pay noted above in this section does not constitute a penalty in this regard.

## **ARTICLE 13**

### **TEMPORARY ASSIGNMENTS**

#### **Section A. Purpose**

Temporary assignments may be used for meeting temporary needs of Management and developmental assignments.

#### **Section B. Requirements**

1. Temporary assignments for positions within the bargaining unit may be filled by Management for up to sixty (60) days to meet the temporary needs of Management's work program, during which time Management will conduct an internal selection process for any temporary assignment anticipated to extend beyond a 60-day timeframe. When the need for a temporary assignment arises, Management will notify employees in the bargaining unit of the temporary assignment to include means of application as well as minimum expectations and desirable qualifications for the acting role if applicable. Management will set the criteria and qualifications for the temporary assignment. Management will carefully consider the positive value of relevant internal experience. Employees will have one week to respond to the notification. All employees who complete the application and meet minimum requirements will be given an opportunity to interview for the temporary assignment. Interview panels for temporary assignments will include at least one SLT employee, a union representative when practical, but may otherwise not meet all County standards for a full recruitment interview panel given the need to complete the temporary interview process timely. The employee selected shall serve in a temporary assignment not to exceed 180 days. If the need for temporary assignment continues beyond this 180-day assignment, the temporary assignment will be offered on a rotating seniority basis in 90 day increments to qualified interested employees.

2. Employees assigned to a temporary assignment for a position with a higher pay range maximum shall be paid an acting pay premium which is at least the minimum of the range for the position to which they are temporarily assigned, or ten percent (10%) of the employee's normal base rate of pay, whichever results in a higher overall rate. In addition, the acting pay premium shall not cause the employee to be paid above the range maximum of the higher range maximum.



Acting pay will be paid for all hours worked and paid leave during that assignment as long as the employee has worked in the temporary assignment more than three (3) consecutive regular workdays in a pay period.

3. Employees on temporary assignment to a position with the same or lower pay range maximum shall maintain the pay for their original position; that is, employees are not eligible for acting pay premium.

### Section C. General

1. Notice shall be given to the Union of any temporary assignment that exceeds fifteen (15) consecutive regular workdays.

2. Members of the bargaining unit may accept temporary assignments outside of the bargaining unit without being excluded from the bargaining unit provided they are not acting in a supervisory role and excluded from all disciplinary discussions and actions for employees reporting to the position of temporary assignment. However, in the event that the employee is acting outside of the bargaining unit and performing supervisory duties and included in disciplinary discussions and actions for SLT unit employees reporting to the position of the temporary assignment, then for pay purposes, although the employee would no longer be in the SLT unit on a temporary basis, they still would receive pay increases outlined within the Wage article.

3. In emergencies or when necessary to prevent damage to County property or disruptions to County operations, the County may temporarily fill a hole on a crew with a supervisor until a bargaining unit employee is able to fill the temporary assignment.

## ARTICLE 14

### ALTERNATE DUTY/LIMITED DUTY ASSIGNMENTS

Alternate Duty/Limited Duty placements will be governed by Administrative Regulation 2.7, Chapter 15 to the extent not inconsistent with this Article.

#### Section A. Definition

Alternate duty assignments may involve temporary modifications to normal duties and work assignments if feasible for employees who are unable to perform the full duties of their usual assignment or position due to on-the-job injuries of a temporary nature. Such alternate duty may involve simple changes in the physical demands of the employee's duties to temporarily accommodate physical limitations if feasible; a temporary reassignment to less demanding, productive alternative work; or providing adaptive compensating devices (such as lifting aids) to reduce the physical demands of the job if feasible. Alternate duty assignments shall be medically appropriate and shall contribute in a meaningful and identifiable way to the function and mission of the County.

Section B. General Provisions

1. Alternate duty assignments may not be available for every employee who desires such assignments or on every occasion when such a request is made. The County shall not be required to offer any assurance that the alternate duty assignment shall be the same length as the employee's medical condition or continued physical limitation.
2. The County agrees to provide alternate duty assignments for employees injured on the job to the extent that such alternate duty may be temporarily available as follows:
  - a. To be eligible for alternate duty assignments, the employee must be certified by the employee's attending physician that the employee is temporarily unable to perform their duties due to an on-the-job injury or illness. The certification must identify the employee's impairment(s), physical limitations, type of assignments he/she is capable of performing, and the anticipated duration of the impairment. The employee will provide this certification to the appropriate Department Director and the Human Resources Department.
  - b. If feasible, the employee shall be given alternate duty assignments for which he/she is qualified and capable of performing, initially within his/her own department or organizational unit. If an alternate duty assignment is not available within the Department or organizational unit, the Union and employee may propose alternate suitable work for which the employee is qualified elsewhere in the County, and the County shall duly consider these proposals and make arrangements for the alternate suitable work where feasible.
  - c. Where there are more requests for alternate duty assignments that have been received by the County at the same time than there are alternate duty assignments, assignments shall be made by seniority within the Department.
  - d. The employee will retain their position and pay for the duration of the alternate duty assignment.
  - e. Alternate duty assignments will generally not exceed twelve (12) months if the condition is job-related. However, the Department Director may extend these time limits, with the approval of the Human Resources Director.

**ARTICLE 15**

**TRAINING**

Other than skills necessary to qualify for the position, the County agrees to provide each employee with basic training and as appropriate, orientation for the safe, effective performance of his/her job. Such training shall be provided at the County's expense and, usually, provided during the employee's regular workday. If the employee is required to participate in training outside of regular work hours, the employee shall be compensated according to the provisions of the Overtime article and A.R. 2.12 (June 26, 2013).

## **ARTICLE 16**

### **CAREER DEVELOPMENT**

#### **Section A.**

The County and the Union agree that the training and development of the employees within the bargaining unit is a matter of primary importance to all parties. The County agrees to facilitate training and development of all interested employees. Consistent with overall organizational development needs of Departments, the County agrees to develop training, policies, and programs designed to achieve this purpose.

#### **Section B.**

The parties agree as soon as practicable after the execution of this Agreement, that the Union shall designate a steward who shall serve as their Career Development Liaison on matters related to career development. The Career Development Liaison shall be empowered to represent the Union on matters related to plan design for development of a Career Development Program (CDP) or other upward mobility related programs. The CDP shall be designed to enhance the professional development, leadership skills, and knowledge of major programs and initiatives of the County and the Career Development Liaison will provide input for the County's consideration on career paths within the unit. The Career Development Liaison may participate in Labor Management Committee meetings for this purpose when such issues are on the agenda.

## **ARTICLE 17**

### **UNION TRAINING**

The County agrees that the use of Conference and Seminar Time Bank may be authorized and shall not be unreasonably denied when requested by Union representatives, including stewards and officers, to attend training that is designed to advise representatives on matters within the scope of the County's personnel rules, regulations and matters pertaining to employee representation, which are of mutual concern to the parties, including but not limited to, the following training subjects:

- 1) Shop Steward
- 2) Health and Safety
- 3) Officers' Training related to employee representation
- 4) National and International Sponsored Training related to employee representation.

Requests for any leave for such training shall be communicated to an employee's supervisor thirty (30) calendar days in advance but in no event shall notice be less than seven (7) calendar days and best efforts should be made to schedule so as to minimize disruption to operations.

## **ARTICLE 18**

### **CLASSIFICATION SPECIFICATIONS**

#### **Section A. Employee and Union Access to Classification Specifications**

All bargaining unit employees and the Union shall have access to Classification Specifications for all classifications/titles covered in the bargaining unit.

#### **Section B. Classification Specification Changes**

When the County determines that it may be necessary to substantively change a classification specification, the County shall provide the Union and the employee with a copy of the proposed new classification specification before it is implemented. If requested by the Union, the County will meet to discuss the proposed changes prior to implementation. If provided, the County will consider the input of the Union before finalizing any substantive changes to the classification specification.

#### **Section C. Reclassification Requests/Requests for Individual Position Evaluation**

Employees covered by this Agreement may request reclassification pursuant to the procedures outlined in Chapter 3 of A.R. 2.7 (February 22, 2021).

Semiannually, the Union may also submit a reclassifications request on behalf of an employee or employees to the Human Resources Department. The request shall include background regarding the request, circumstances leading to the requested reclassification study/job audit, changes to the individual's job duties and scope, and other relevant data and documentation supporting why the job evaluation should be undertaken by the County. The Human Resources Department shall inform the Union within sixty (60) calendar days from the date of receipt of the Union's reclassification request whether the position has been approved for reclassification study. The number of positions approved for reclassification study are subject to administrative and budget constraints and considerations.

When the County determines that it is necessary to conduct an individual reclassification study based on a change in duties and/or scope, the County shall provide written notice to the employee and the Union outlining the position evaluation process, timeline, possible outcomes, and requesting written documentation from the employee regarding their job duties, job requirements, etc., typically outlined on a Job Information Questionnaire Form (JIQ).

- The Human Resources Department shall provide the employee with at least ten (10) workdays' notice of the job audit meeting.
- After the job evaluation is complete, the County shall provide the Union and the employee with a written copy of the Allocation Memorandum before it is implemented.
- If requested by the employee or the Union, the County will meet to discuss prior to implementation.
- If provided, the County will consider and respond to the input of the Union and the employee before implementing the reclassification.

## **ARTICLE 19**

### **CONTRACTING OUT**

#### **Section A.**

The County shall notify the Union prior to any formal notice to contract out work traditionally and predominantly performed by employees covered by this Agreement and shall provide an explanation of the scope of work intended to be contracted out, the intended start date and duration of the contracting out, and the County's reasons for the contracting out decision.

#### **Section B.**

When there will be adverse impact to bargaining unit employees as a result of management's decision to contract out work traditionally and predominantly performed by employees covered by this Agreement, the County shall notify and consult with the Union at least sixty (60) days prior to final action, except for work contracted out for emergency operations such as major weather events such as snow and hurricanes, and other catastrophic events, etc.. The Union shall have full opportunity to make its recommendations known to the County who will duly consider the Union's position and provide an explanation in writing to the Union for any contracting out action prior to implementation. The County shall consult with the Union to determine if the needs of the County may be met by means other than contracting out work. If the County decides to contract out in this manner that adversely impacts bargaining unit employees, its written explanation to the Union should address any alternatives proposed by the Union. The County must negotiate with the Union over any such impacts upon the bargaining unit consistent with Arlington County Code 6-30(L)(3).

#### **Section C.**

Bargaining unit employees who have completed the new hire probationary period shall not be terminated from employment for lack of work as the result of outside contractors or temporary employees carrying out the duties traditionally performed by said bargaining unit employees,

without first being offered, on a seniority basis, if available, alternative County employment for which they are qualified.

Section D.

The County will provide the Union with access to all requests for proposals (RFPs).

**ARTICLE 20**

**PROBATIONARY EMPLOYEES**

Section A.

Probationary employees refer to employees in non-trainee, permanent positions who have met the required qualifications for their positions and are serving in a probationary status for that position.

Section B.

All probationary employees shall receive a mid-year check in or review.

Section C.

There are two different types of probationary employees – new hire probationary employees and promotion probationary employees.

1. New hire probationary employees shall be subject to a 12-month probationary period. Upon successful completion of a probationary period at the end of twelve (12) months, new hire probationary employees shall be immediately converted to full employment status. However, the probationary period may be extended by the length of any approved leave in excess of thirty (30) calendar days. Also, the Department may extend the initial probationary period in lieu of separation at the end of the probationary period for up to 90 calendar days after meeting with the employee and the Union, if requested by the employee, to provide a written plan to address specific issues or areas of concern with the employee's performance and the specific expectations for improvement that the employee must fulfill in order to pass probation.

2. Promotion probationary employees shall only be subject to a six- (6) month probationary period for their new higher position. The probationary period may be extended by the length of any approved leave in excess of thirty (30) calendar days. Also, if the employee has not demonstrated satisfactory performance in the new position by the end of the 6-month probationary period, the Department may meet with the employee and the Union, if requested by the employee, to propose extending the probationary period by up to 90 calendar days in lieu of

removing the employee from the new position. Such an extension will be accompanied by a written plan to address specific issues or areas of concern with the employee's performance and the specific expectations for improvement that the employee must fulfill in order to pass probation. Promotion probationary employees enjoy full employment status and the full protections of this Agreement throughout their probationary period. Should a promotion probationary employee be removed from the new position during the probationary period, the employee is entitled to return to his/her former position provided that it is still available or to a similar vacant position for which the employee is qualified.

#### Section D.

All probationary employees enjoy the full protections of this Agreement except that, subject to applicable law, a new hire probationary employee may be separated in accordance with the existing provisions in Chapter 5 of Administrative Regulation 2.7 during the course of their 12-month probationary period notwithstanding the results of any mid-year check-in or review.

### **ARTICLE 21**

#### **PERFORMANCE EVALUATIONS**

The Parties agree to form a joint committee to make recommendations on performance evaluations that will be governed by the Labor-Management Committee Article.

All employees shall have an annual performance evaluation completed by their immediate supervisor annually, unless there is a delay due to the employee being unavailable due to an extended type of leave. Also, if the immediate supervisor is unavailable, the annual performance evaluation will be completed as necessary by other supervisors in the chain of command.

Performance evaluations and feedback shall be considered confidential and placed in the employee's personnel file. Retention shall be governed by the Personnel Files Article and applicable Virginia law.

All employees shall have access to their own evaluations and feedback and be able to print copies on County printers. To the extent that the bargaining unit employees disagree with their performance evaluation, employees may submit an addendum or rebuttal in writing that will be attached to the performance evaluation.

All performance evaluations shall be objective.

Any annual performance rating considered "less than satisfactory" or the equivalent, on the performance evaluation scoring system shall be required to be preceded at least thirty (30) days prior by written letter warning the employee of the possibility of a less than satisfactory performance unless there is progressive or other discipline warranted within the thirty (30) days that could result in such a rating. The employee shall sign to acknowledge receipt of the warning letter. If a Performance Improvement Plan (PIP) has not already been provided, then a PIP shall

be provided with the warning letter or it shall be provided in a timely manner. The PIP shall specify the specific improvements needed. These improvements will be specific, measurable, and attainable, with a plan for progress checks.

## **ARTICLE 22**

### **NEW TECHNOLOGY**

#### **Section A. Definition**

New technology shall mean the acquisition, introduction and implementation of new equipment or systems that have not previously been used by the County that replace, modify, or add to existing County equipment, systems, or related methods or procedures and that substantially impacts bargaining unit employees' working conditions.

#### **Section B. Union Notification Requirements for New Technology under this Article**

The County shall provide written notice to the Union that shall include the following:

1. The County's description of the new technology or system and the timing for implementation.
2. The County's assessment of the impact on covered employees.
3. The County's assessment of whether training shall be required for employees affected by the implementation. If such training is required, the notice shall describe the training opportunities that the County shall provide at its expense.

#### **Section C. Impact and Effects Bargaining**

Upon request, the Union shall be provided with the opportunity to exercise its rights to bargain the impact and effect of new technology as defined in Section A above. When such bargaining is requested, the County may only implement the proposed change upon agreement with the Union or at impasse consistent with Arlington County Code Chapter 6-30(L)(3).

#### **Section D. Training**

The County shall provide, at its expense, appropriate training for affected employees to acquire the skills and knowledge necessary for the new technology.



## ARTICLE 23

### MONITORING AND SURVEILLANCE

#### Section A.

The County may utilize surveillance technology to maintain the safety and security of its personnel and facilities, to conduct training and professional development, and to perform investigations and in connection with the investigation, defense, and prosecution of any legal claim or action, including but not limited to workers' compensation claims. All such electronic monitoring and recording is subject to the following limitations except for electronic monitoring and recording in connection with the investigation, defense, and prosecution of any legal claim or action, which is not subject to the following limitations.

#### Section B.

The County will post notice in the areas in and around Department facility locations and/or work areas where audio is being recorded and provide bargaining unit employees a list of areas video surveillance technology is in place. Surveillance equipment will not be installed in areas requiring privacy, including restrooms, and locker rooms. In facilities where video equipment is maintained, the County shall post a sign identifying the presence of video surveillance where employees enter the facility. To the extent that employees utilize vehicles equipped with audio/video surveillance equipment, the County shall notify the Union and employees of such surveillance equipment currently and in the future and shall comply with the terms of the New Technology Article with respect to any changes.

#### Section C.

The County will not randomly review audio, video data, or other electronic monitoring devices for the purposes of seeking out policy violations.

#### Section D.

The County may review video as a part of an active internal investigation in response to an incident, accident, complaint, or other directly observed issue or triggering event or to see footage of an incident scene. Video as used in this section shall be defined as the images along with associated audio and digital data. In such cases, the County may use video in response to an incident, accident, complaint, or other directly observed issue, or triggering event to confirm compliance with regulations, policies, procedures, and protocols. The County will notify the Union and the bargaining unit employee(s) involved prior to the meeting with the employee regarding the video reviewed. In relation to active internal investigations, the County will not use

this video for seeking out unrelated minor policy violations and will not issue discipline for minor infractions unrelated to the active investigation. For DES, an example of a minor driver policy infraction would be those identified as “Blue Events” in the DES Policy on Use of Technology while Driving County Vehicles.” The existing DES policy on DriveCam will continue to apply to handling and review of DriveCam videos, except as provided in this Article. The County will comply with the terms of the New Technology Article moving forward.

Section E.

The County shall remove the audio from video recordings it shares outside the assigned investigators unless the investigator determines that the audio is germane to an accident/injury.

Section F.

Employees may choose to use personal devices such as personal cell phones and computers to carry out County business. While the County may monitor what is transmitted over its networks, this does not allow the County to further monitor or search personal devices absent probable cause to believe that the employee has committed a criminal act while using a personal electronic device while on County property or time. However, in response to FOIA requests, employees shall provide County with all relevant documents or records related to the transaction of public business stored on such personal devices.

**ARTICLE 24**

**EMPLOYEE LICENSE AND CERTIFICATION REQUIREMENTS**

Section A. New County Required License or Certification

If it is determined by the County that employees holding certain positions (non-trainee) must acquire new or additional certifications or licenses, the County agrees to provide advance notice to the Union of management’s decision to establish new job qualifications and/or requirements and to assure that all employees who are employed in such positions at the time this Agreement becomes effective shall be trained and otherwise assisted in satisfying these new qualifications and/or requirements. To accomplish this, the County shall supply and pay for the training of employees for whom such licensing or certification is required as part of their job requirements. Such training shall be available for at least six (6) months before any certification or licensing test is required unless the training and examination schedule reasonably warrants another timeframe, and any employee subject to this provision shall be allowed to retest at least once within 30 days (or beyond 30 days in the event that a retest is not available within 30 days) thereafter before being deemed unable to continue in the affected position.

For certifications/licenses for positions at the Water Pollution Control Plant that warrant 12-month training program, DES will provide a schedule of milestones that must be met during the 12 months. The County shall, upon request, negotiate other impacts of job qualification changes on affected positions and employees consistent with Arlington County Code Chapter 6-30 (L)(3).

#### Section B. Regulatory Agency Required License or Certification

When applicable state and/or federal regulations require County employees in certain positions to possess a license or certification as part of their job requirements, the County shall notify the Union and the employees in affected positions and take reasonable steps to ensure that all employees in positions requiring licensing or certification are provided with an opportunity to be trained or receive relevant educational or practical instruction prior to taking any required examination and that the County is in compliance with the new or modified state and/or federal regulations. The County shall identify qualified sources and vendors, including County resources, for such training and shall pay the reasonable costs for employees to be trained to meet a licensure or certification requirement, including periodic testing or renewal of a license or certification required by law. The County shall, upon request, negotiate other impacts of such state and/or federal requirements consistent with Arlington County Code Chapter 6-30 (L)(3).

Employees required by state and/or federal law to be licensed or certified as part of their job requirements who fail to obtain the required license or certification, shall not be permitted to continue to perform such job, unless state and/or federal law and requirements provide for applicable exceptions or alternatives.

If the employee fails to achieve the license or certification, the employee may retest once at the County's expense, provided such retest is within the time frame for compliance established by the regulatory agency or jurisdiction.

#### Section C. General

The County shall pay for required training associated with updating and maintaining required qualifications, credentials, or licenses. For any license, certification or other credential required pursuant to Section A of this Article, the County shall pay for the costs associated with obtaining and/or renewal of the license, certification or credential. In the event an employee cannot achieve a required certification or license after being trained and tested once, the employee may apply for a transfer to any vacant position for which he/she is qualified or can perform with minimum training. If the employee is transferred to a vacant position, they shall be allowed to retest for licensing or certification in the original position at their expense anytime thereafter when the test is scheduled if the former or original position is still vacant.

**ARTICLE 25****NON-COMPETITIVE PROMOTIONS AND SKILLS-BASED PROGRAMS**

**Section A.** The County agrees to continue non-competitive promotions for the classifications outlined below. Employees in these classifications are afforded an opportunity for career development within a designated non-competitive career ladder position provided the employee was hired competitively into the ladder and meets the appropriate qualification requirements including selective factors for the next higher grade within the ladder. In addition, to be eligible: the employee must have performed successfully as demonstrated by a performance rating of satisfactory or the equivalent in the employee's current grade.

<b>Career Ladder</b>	<b>Class</b>	<b>Title</b>
Building Engineer	2413	Building Engineer I
	2414	Building Engineer II
Control System Technician	2100	Control System Technician I
	2683	Control System Technician II
Electrical Power Technician	2622	Electrical Power Technician I
	2688	Electrical Power Technician II
ITS Technician	2722	ITS Technician I
	2726	ITS Technician II
Public Service Aide	5025	Public Service Aide I
	5026	Public Service Aide II
Traffic Safety Specialist	5120	Traffic Safety Specialist I
	5121	Traffic Safety Specialist II
Traffic Service Technician	2721	Traffic Service Technician I
	2715	Traffic Service Technician II
WSS Control Center Technician	2350	WSS Control Center Technician I
	2355	WSS Control Center Technician II
WSS Service Technician	2342	WSS Service Technician-Trainee
	2343	WSS Service Technician
	2345	WSS Sr Service Technician

Section B: Water Pollution Control Plant – Multigrade Skills-based Pay Programs

The County will continue the following skills-based pay programs outlined below. Employees in these classifications are afforded an opportunity for upward mobility within a designated pay program; criteria is outlined within their Pay Plan documents.

<b>Skills-based Pay Programs</b>	<b>Class</b>	<b>Title</b>
Multi-skilled Wastewater Plant Operator	2621	Multi-Skilled Wastewater Plant Operator
	2623	Multi Skilled Wastewater Plant Operator (Senior)
Wastewater Maintenance Technician	2662	Wastewater Maintenance Technician

Section C: Water Sewer Streets - Skills-based Within Grade Adjustments

The County will continue the following skills-based pay programs for the classifications outlined below. Employees in these classifications are afforded an opportunity for upward mobility within a designated pay program after they have obtained the necessary skills and certifications.

<b>WSS Skills-based (Within Grade Adjustments)</b>	
<b>Class</b>	<b>Title</b>
2361	WSS Equipment Operator
2346	WSS Master Technician

Section D:

The Parties agree that the Union may, through its Career Development Liaison and through Labor Management Committee meetings, recommend bargaining unit positions that should be designated for non-competitive career ladders and/or skills-based pay programs and consult with the County and the relevant Departments regarding improvements to existing non-competitive career ladders, skills-based pay programs, and related career development opportunities.

## **ARTICLE 26**

### **PERSONNEL FILES**

#### **Section A. Official Personnel Files and Sub-Files**

The County shall maintain one official personnel file with sub-files for discipline and medical documents for each employee in accordance with applicable Commonwealth of Virginia and Arlington County laws and regulations.

Adverse comments may not be placed in an employee's official personnel file, or sub-files, unless and until the employee has been informed that such comments are to be placed in his or her file, and a notation has been made on the face of the document of the date and time when the employee was so informed unless the employee was already notified during the underlying disciplinary process or other action. If the employee has not already had an opportunity to respond to adverse comments in an underlying disciplinary or evaluation process, the employee will be afforded the opportunity when the comment is placed in the employee's official personnel file or sub-files.

#### **Section B. Right to Examine and Copy**

Each employee or his/her authorized representative has the right to examine the contents of the employee's official personnel file and sub-files maintained by the County's Human Resources Department during regular business hours Monday through Friday, in the presence of a staff member authorized by the Director of Human Resources. Each employee or his/her authorized representative shall have the right to review and copy the following departmental records in the presence of departmental human resources staff. For purposes of this Article, Departmental records refers to the following documents: counseling memos or their equivalent, PSAD's, contact cards, and written reprimands.

An employee, or authorized representative, may copy any material in his/her official personnel file and sub-files.

Upon presentation of written authorization by an employee to review the employee's personnel file, sub-files and departmental records, a Union representative shall have the right to examine the employee's official personnel file and sub-files and departmental records and make copies of the material. Said authorization shall be limited to a single use and shall not be continuing in nature.

#### **Section C. Removal of Items**

Written reprimands without further penalty more than two (2) years old will not be considered for purposes of any personnel decisions unless the same or similar offense has been committed

again during the intervening time period and shall be removed upon request after two (2) years following the date of the written reprimand. All employees shall have the right to review their official personnel file to identify all such documents.

## ARTICLE 27

### LABOR-MANAGEMENT COMMITTEES

#### Section A. Quarterly Labor-Management Committee

For the purpose of establishing open communications and promoting labor management relations, the Chief Labor Relations Officer (CLRO) or his/her designee shall meet with the Union's Chapter Chair and/or designated representatives on a quarterly basis or as needed to discuss and confer in good faith regarding problems covering implementation and application of this Agreement. This Labor-Management Committee shall consist of four (4) representatives from the Union and an equal or lesser number of Management representatives.

Either party may furnish the other with an itemized agenda setting forth the topics of discussion at least seven (7) calendar days prior to the meeting. When preparing the agenda called for in this section, Management and the Union shall provide space on the agenda for appropriate issues that may arise after the agenda is submitted. The parties may mutually agree to other meetings. However, such meetings may be scheduled sooner if requested in writing by either party. The written request shall include the agenda for the requested meeting. The meeting shall be scheduled within two (2) weeks of the date of receipt of the request as feasible.

#### Section B. Subcommittees

The parties may mutually agree to establish subcommittees to study problems and conditions.

#### Section C. Findings and Recommendations

Subcommittees shall report their findings and recommendations to the Labor-Management Committee. The Labor-Management Committee shall review the report and determine whether or not to advance the report to the County Manager. The County Manager or his/her designee shall respond in writing to any written findings and recommendations of the committee within fifteen (15) calendar days of receipt of the report. Reasonable extensions may be granted when the scope of findings and recommendations or the CMO's schedule/operations necessitate.

#### Section D. Departmental Labor-Management Cooperation Meetings

Appropriate Union representatives and Management at the department level or their designees shall meet quarterly or as needed to discuss and confer in good faith regarding problems

covering the implementation and application of this Agreement. However, such meetings may be scheduled sooner if requested in writing by either party. The written request shall include the agenda for the requested meeting. The meeting shall be scheduled within two (2) weeks of the date of receipt of the request as feasible. Remedying specific individual appeals, grievances, contract disputes or problems of individual employees shall not be the subject of discussion at these meetings, but holistic discussion of these issues as they concern the department and the bargaining unit will be permitted so long as there is no conflict or overlap with any specific pending litigation matters in appeals, grievances, or contract disputes relating to individual employees or to a group of employees. These meetings shall not be for any purpose that shall modify, add to, subtract or detract from the provisions of this Agreement.

## **ARTICLE 28**

### **HEALTH AND SAFETY**

#### **Section A. Responsibilities**

The County shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that the County may exceed standards established and regulations consistent with the objective set by law. The County shall make every effort to provide and maintain safe working conditions. The Union shall cooperate in these efforts by encouraging its members to work in a safe manner. Standards involving health and safety shall be governed by the requirements of local government as set forth by the Virginia Occupational Safety and Health Program (“VOSH”) in the Virginia State Plan and other applicable laws and regulations.

#### **Section B. Sharing of Information**

1. Management and the Union shall cooperate in keeping each other informed of unhealthy and unsafe conditions in the workplace.
2. The County shall provide the manufacturer’s material safety data sheet concerning chemicals, toxic, and explosive material used at the County’s facilities where employees work to employees and to the Union. The safety data sheets also shall disclose the health effects of toxic substances that are used and stored at the County’s facilities where employees work.

#### **Section C. General Conditions**

1. The employees and the Union agree that they have a joint responsibility with the County that equipment and work areas are to be maintained at a level to ensure safe working conditions. An employee shall not be required to work in unsafe or dangerous conditions until such conditions have been removed, remedied, rendered reasonably safe or adequate protection is provided for the condition encountered. The County agrees that an employee shall not be required to operate



equipment that he/she is not qualified to operate, the operation of which might endanger himself/herself or other employees.

2. In areas where working conditions involve working in close proximity to dangerous chemicals, explosive, toxic gases, radiation, laser light, high voltage or rotary machinery, employees should be trained on the potential hazards in the work environment, and adequate communication and safety protocols should be in place to protect the health and safety of employees.

3. For purposes of this section, the term Undue Hazard means a situation that poses imminent danger of serious injury, serious illness, or death. If an employee observes a condition beyond the usual, inherent hazards of certain working conditions that he/she reasonably believes to be unsafe even with safety protocols, the employee shall report the condition to his/her immediate supervisor or his/her designee. If the immediate supervisor or his/her designee and the employee agree that unusual conditions constitute an Undue Hazard, the immediate supervisor may consult with various levels of bureau and department leadership including their direct supervisor, program managers, bureau chiefs, etc. to confirm their initial decision or take action to resolve the hazard. If the immediate supervisor or his/her designee and the employee do not agree and the matter is still unresolved, the matter shall be immediately referred by the immediate supervisor or his/her designee to the Safety personnel. The immediate supervisor or his/her designee and the Safety personnel shall meet as soon as possible, either in person, by phone consultation, or other virtual means, with the employee and his/her Union representative, and the Safety personnel shall make a recommendation to the Department Director or designee to make a final determination. The employee shall not be required to work in the alleged unsafe condition until it is corrected, or a final determination has been made that no Undue Hazard exists. The employee may be otherwise reassigned in the interim. During emergency operations when the Department's Safety personnel is not available, the Department Director or designee may determine whether an Undue Hazard exists in consultation with the immediate supervisor and/or Safety personnel from another Department that has SLT employees.

4. Employees shall not be required to operate equipment that has been determined by the County or the appropriate Safety Personnel to be unsafe to use, when by doing so they might injure themselves or others.

5. The County shall not retaliate against any employee who exercises his or her rights under this Article.

#### Section D. Protective Clothing and Equipment

The County agrees to furnish all appropriate protective clothing and equipment necessary for the performance of assigned work. The Union may, at its discretion, recommend new protective clothing and equipment and modifications to existing equipment for consideration by the County.

### Section E. Safety Incident Reporting

For purposes of this article, the term Safety Incident will refer to any instance in which a covered employee is injured at work or property damage has occurred.

Upon knowledge of a Safety Incident, the County will notify its third-party claims administrator. Employees are required to report Safety Incidents to their supervisors on the same day as the incident, injury or damage occurred or the end of the shift, whichever is earlier, barring exigent circumstances. The County will provide a summary of these safety incidents to the SLT Safety Committee for review at their quarterly meetings and will promptly notify the Union of serious incidents.

### Section F. SLT Safety Committee

1. A Safety Committee shall be created and utilized to address safety issues appropriate for Labor Management dialogue. It also shall review safety training, consider criteria for selection and presentation of safety awards, make recommendations regarding the safe operation of vehicles and equipment, and address all worker safety issues involving or affecting bargaining unit employees. This SLT Safety Committee shall be composed of a number of representatives to be determined from the Union and the same number of Management representatives (driven by the agenda, attendees may include the County's Departmental Safety Officers, Division heads or Bureau chiefs). The Safety Committee may meet on a quarterly basis or more frequently if the situation so warrants. Any such jointly scheduled meetings held during working hours shall be without loss of pay for leave to the employee representatives.
2. Either party may furnish the other with an itemized agenda setting forth the topics of discussion prior to the meeting. When preparing the agenda called for in this Section, Management and the Union shall provide space on the agenda for appropriate issues, which may arise after the agenda is submitted. The Safety Committee may conduct safety surveys, and visual walk-through inspections of the workplace, consider training needs, make recommendations and bring safety and health problems to the attention of Department Directors.
3. Responses from the County to issues raised by Union representatives shall be provided to the SLT Safety Committee within a reasonable period of time on safety matters initiated by the Safety Committee. Any changes to SLT Safety Committee members must be communicated to either side as soon as feasible after such changes. Safety matters are appropriate subjects for Labor-Management meetings.

**ARTICLE 29**

**UNION COMMUNICATIONS**

**Section A.**

Where feasible, Management agrees to provide sufficient bulletin boards solely for the usage of the Union in appropriate areas at worksites. In the event the Union requires more bulletin board space than can be furnished by Management, the Union may provide their own bulletin boards for their exclusive use in work areas, if Management mutually agrees. The contents of the material posted on the bulletin boards must be related to the activities of the Union. Also, Department Director(s) or their designees may request the removal of language or material that is defamatory or discriminatory.

**Section B.**

Provided that the distribution needs of the County remain paramount, the Union will be permitted to use the County's electronic mail system for distribution of official Union communications solely to employees in the SLT unit and covered by this Agreement and others outside the unit as necessary to address matters associated with administration of this Agreement, including the dispute resolution procedure. The Union shall also be permitted reasonable use of the County telephone system.

**Section C.**

Where feasible, the County will permit the Union to maintain an official mailbox at work sites. The boxes will be provided by the Union. Mail delivered to these boxes will be delivered unopened.

**ARTICLE 30**

**NON-RETALIATION**

The County shall not retaliate or take any adverse action or otherwise discriminate against any employee for:

1. Use of, or participation in, the grievance or contract dispute procedures;
2. Complying with any law of the United States or Commonwealth of Virginia;
3. Reporting a violation of law to a governmental authority;
4. Seeking a change in law before the Congress, the Virginia General Assembly, or the Arlington County Board;

5. Reporting an incident of fraud, abuse or gross mismanagement;
6. Reporting violations of policy, procedure, or a collective bargaining agreement; or
7. Exercising any right otherwise protected by law.

### **ARTICLE 31**

#### **REFERENCE CHECKS**

The County and the Departments shall direct all reference checks of current or former employees to the County's Human Resources Department. Neither the County nor any Department's HR shall disclose adverse information to prospective employers of employees or former employees without the consent of the employee or former employee.

### **ARTICLE 32**

#### **LABOR BENEFITS LIAISON**

The County's Manager for Benefits shall meet with the Union at least one month prior to open enrollment to review and discuss: 1) existing healthcare and dental plans; 2) plan design for healthcare and dental benefits for the forthcoming year; 3) any expected change in cost associated with existing healthcare and/or dental benefits; 4) any other information relevant to procurement, enrollment, and administration of the County's healthcare and dental plans; and 5) any improvements to other benefits.

### **ARTICLE 33**

#### **BACK PAY PAYMENTS**

Decisions, including arbitration awards, or settlement agreements which involve back pay shall be paid as soon as practicable but no later than one hundred and twenty (120) calendar days of the date of the decision or settlement, provided that the County has received all relevant documentation from the employee of interim earnings and other potential offsets. The payment shall be accompanied by a document showing how the back pay amount was calculated.

## ARTICLE 34

### CONTRACT DISPUTE RESOLUTION AND ARBITRATION PROCEDURES

#### Section A. Scope

A contract dispute is defined as a claim by any bargaining unit employee or the Union concerning: an alleged violation of this collectively bargained agreement or the meaning, administration, interpretation, and/or application of this Agreement.

Contract disputes under this section shall not include challenges to the County's disciplinary actions against an employee, including dismissals, demotions, or suspensions of employees consistent with Arlington County Code § 6-30(N)(2)(b).

To the extent an employee files a dispute under this section for a matter that also meets the definition of a grievance under Va. Code 15.2-1507 (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 contract dispute article, pursuant to Arlington County Code § 6-30(N)(2)(b). In accordance with Arlington County Code § 6-30(N)(2)(b), the contract dispute procedure set forth in this Article and the County's grievance procedure set forth in Admin Regs 2.7 are mutually exclusive, and an employee's initial election to file an employee contract dispute or grievance shall be binding and irrevocable at the time of filing. 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.

#### Section B. General

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

2. If the County does not respond within the time limits specified in each step, the employee or the Union may invoke the next step, treating the lack of response as a denial of the contract dispute.

3. The County, the Union, and any bargaining unit employees filing disputes must adhere to the negotiated timeline, unless the parties mutually agree in writing to extend the time limits. Failure of the filing party to meet the timeline in the dispute procedure shall result in the withdrawal of the dispute. Failure of the responding party to provide a response within the required time limits set forth herein will result in a decision in favor of the other party. However,

before this can occur, the party alleging noncompliance will provide written notice to the other party who will have seven (7) calendar days from receipt to correct the issue.

Days shall mean calendar days, unless stated otherwise. If the last day of the time limit falls on a Saturday, Sunday, holiday, and/or a day on which the County's HR Department is not open for business, the last day of the time limit shall be extended to the next business day.

4. The presentation and discussion of contract disputes shall be conducted at a time and place that shall afford a fair and reasonable opportunity for both parties and their witnesses to attend. When discussions and hearings required under this procedure are held during the work hours of the Union representative(s) and the employee filing the contract dispute, they shall be excused with pay for this purpose. Reasonable time during working hours will be allowed for employees and Union representatives to present disputes, including meetings, if any. At any arbitration hearings required under this procedure, any time spent by bargaining unit employees serving as witnesses or representatives shall be considered work time. The County may, with the assistance of the Union, adjust the regular work schedules of witnesses and representatives so that the employees' regularly scheduled hours coincide with the hearing schedule.

5. Consistent with the Information Requests Article, the County shall, upon request, provide the Union with necessary information to aid in resolving and/or presenting specific disputes insofar as permissible without violating laws or regulations. The information shall be provided to the Union at no cost to the Union.

6. When a contract dispute concerns matters that individual employees could otherwise grieve under Admin. Regs. 2.7, submission of a contract dispute shall include a signed statement from the employee(s) acknowledging that the employee(s) has elected to submit their dispute under the provisions of this Agreement in lieu of filing a grievance with the County under Admin Regs 2.7, and that the employee(s) agrees they cannot file a grievance under Admin Regs 2.7 raising the same issues and facts raised in the contract dispute. Failure to submit such a signed statement will render the submission of the dispute incomplete and the County will have no obligation to further process the dispute until it has received a signed statement from every employee who submits a dispute or on whose behalf a dispute is submitted.

### Section C. Consolidation of Related Contract Disputes

If multiple bargaining unit employees file identical disputes, the Union and the County, may agree at any time between the filing of the dispute and invocation of arbitration, to consolidate the disputes.

### Section D. Who May Initiate Contract Disputes

Either an employee or the Union may raise a contract dispute. If raised by an employee, the Union may associate itself with the contract dispute at any time if the employee so desires. Whenever the Union raises a contract dispute or is associated with a contract dispute under this

Article, such contract dispute shall become the Union's contract dispute. If filed by the Union, an employee may not thereafter file a contract dispute involving the same incident or issue. If the contract dispute is filed by the employee, he/she may not thereafter cause the Union to file the same contract dispute independently.

An individual employee can file a contract dispute with or without the assistance of the Union. However, an individual employee does not have the right to move a contract dispute to arbitration, beyond Step III, only the Union does. The Union can assist the employee in any part of the contract dispute process. If an individual employee requests a meeting at any step of the process, then the County shall notify the Union and ensure that the Union is invited to attend the meeting if held. Regardless of whether the Union is representing an employee in a dispute, the County will ensure that the Union is invited to all such formal discussions pursuant to the Union's right to be present at formal discussions under Arlington County Code Section 6-30(K)(6). Regardless of whether the Union is representing an employee in a dispute, the County will provide the Union with copies of all dispute responses by County representatives throughout the contract dispute resolution process.

#### Section E. Procedural Steps

This procedure is designed to enable the parties to settle contract disputes at the lowest possible administrative level.

**Step 1.** The aggrieved employee(s) (with or without his/her Union representative) and/or the Union shall orally or in writing present and discuss the contract dispute with the appropriate level of management that took the action or that can address the contract dispute below the Director, within ten (10) workdays of the occurrence of the event giving rise to the contract dispute or after the employee or the Union became aware or reasonably should have become aware of the facts giving rise to the contract dispute. The respective management shall make a decision on the contract dispute and communicate the decision to the employee or to the Union, orally or in writing within ten (10) workdays from the date of the presentation of the contract dispute. Decisions on all written contract disputes will be communicated in writing.

**Step 2.** If the contract dispute remains unsettled, the employee(s) (with or without his/her Union representative) or the Union shall submit a signed written contract dispute to the appropriate Department Director, or his or her designee, within ten (10) workdays of the date of the written Step 1 response. or, if a response is not received by the due date, within ten (10) workdays of the response due date Alternatively, a contract dispute may be initially filed at Step 2. If a contract dispute is filed directly at Step 2, as a result of action taken by a Department Director, it shall be filed within fifteen (15) workdays of the occurrence of the event giving rise to the contract dispute or after the Union or employee became aware or reasonably should have become aware of the facts giving rise to the contract dispute.

The Step 2 contract dispute shall be written and contain:

1. A statement of the specific provision(s) of the Agreement, alleged to be violated;
2. The date(s) on which the alleged violation(s) occurred;
3. The manner in which the alleged violation(s) occurred;
4. The remedy or adjustment sought.

Should the contract dispute not contain the required information, the grievant and the Union shall be so notified in writing and granted the opportunity to resubmit the contract dispute within three (3) workdays of such notice. The written contract dispute presented at Step 2 shall be used as the basis for all subsequent steps. Management, the Union, and the aggrieved employee(s) may meet to discuss the contract dispute within ten (10) business days after submission of the contract dispute at Step 2.

The Department Director, or his or her designee, shall respond to the employee(s) or the Union in writing within ten (10) workdays of the date of the meeting to discuss the Step 2 contract dispute or if there was no meeting, within 10 workdays of the date of submission of the written Step 2 contract dispute.

**Step 3.** If the contract dispute remains unsettled, the employee(s) and/or Union shall submit the Step 3 contract dispute to the County Manager or his/her designee, within ten (10) workdays of the date of the written Step 2 response.

The County Manager or his/her designee shall respond in writing within ten (10) workdays of receipt of the contract dispute or if there was a meeting, within 10 workdays of the date of Step III meeting.

**Step 4.** If the contract dispute remains unsettled, the Union, within ten (10) workdays, from receipt of the response or the response due date, shall advise the County's Chief Labor Relations Officer in writing whether the Union intends to request arbitration on behalf of the employee or employees on the matter. The County will advise the Union of the email address for the CLRO where such arbitration notices should be sent. Should the Union request arbitration, such request shall include a statement setting forth grounds consistent with the Step 2 requirements to be decided by the arbitrator.

#### Section F. Arbitration

1. Selection of an Arbitrator - Within seven (7) workdays from the County's receipt of the request from the Union to arbitrate, the Union shall request the Federal Mediation and Conciliation Service ("FMCS") to refer a panel of seven (7) impartial arbitrators. Within thirty (30) calendar days after receipt of a FMCS panel, the parties shall select one of the names on the list as mutually agreeable, or if there is no mutually agreeable arbitrator, each party alternately



strikes a name for the submitted panel until one remains. A coin shall be tossed to determine who shall strike first. If the parties agree that the initial panel is not acceptable, one (1) new panel may be sought before the selection process begins. The Parties shall make every effort to select an arbitrator and schedule arbitration of the matter as expeditiously as possible.

2. The arbitrator shall hear and decide only one (1) contract dispute in each case, except in cases where the parties mutually agree that related contract disputes have been combined for purposes of arbitration.

3. The arbitration hearing shall be informal, and the rules of evidence shall not strictly apply.

4. The hearing shall not be open to the public. Except where in conflict with this agreement, the American Arbitration Association (AAA) Labor Arbitration Rules shall govern the conduct of the arbitration hearing except the AAA shall not be empowered to make a direct designation of an arbitrator to hear the case if either party refuses to participate in the selection of an arbitrator. In the event of a conflict, the provisions of this agreement shall control.

5. Either party may have the arbitration proceedings recorded stenographically or otherwise, and then transcribed by a professional recording service retained at its own expense. The Parties may agree to share equally the cost of the court reporter and transcription services of the hearing.

6. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning, and conclusion within thirty (30) calendar days after the conclusion of the hearing and, if requested, receipt of the transcript, or within thirty (30) calendar days after the arbitrator receives the parties' briefs, if any, whichever is later.

7. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement through the award. The arbitrator shall confine his/her award solely to the grounds set forth in the written contract dispute.

8. The arbitrator's award shall be binding upon both parties consistent with Arlington County Code § 6-30(N)(2)(b). The decision of the arbitrator will be considered an award pursuant to the Virginia Uniform Arbitration Act as consistent with Arlington County Code § 6-30.

9. A statement of the arbitrator's fee and expenses shall accompany the award. The fee and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear their own costs and expenses for legal representation.

#### Section G. Venue for Final Step of County's Grievance Procedure

The final step in the County's grievance procedure shall be either the Civil Service Commission or Arbitration consistent with Section F of this Article. Individual employees can take a grievance to the final step of the grievance procedure by appealing to the Civil Service Commission in accordance with AR 2.7, Chapter 18, Section 8.4 or to Arbitration with the consent of the Union.

**ARTICLE 35**

**INFORMATION REQUESTS**

The County will make available for inspection and furnish to the Union all relevant information necessary for collective bargaining or the enforcement, administration, or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a contract dispute under this Agreement. Requests for an employee's personnel file, health record, or other private personal information shall be accompanied by a written authorization from the employee.

**ARTICLE 36**

**COPIES OF PERSONNEL REGULATIONS – ACCESS AND PRINTING**

The Union and all bargaining unit employees shall have access to all personnel regulations and any revisions and amendments. Employees may use County resources to print a reasonable number of copies of this Agreement and/or personnel regulations at no cost.

**ARTICLE 37**

**ACCESS TO AND PRINTING OF AGREEMENT**

All bargaining unit employees shall have access to this Agreement electronically, and the County shall maintain and publish this Agreement on its internal and external networks. Within fourteen (14) days of final approval and execution of the Agreement consistent with County Ordinance 6-30, the County shall publish this Agreement and digitally distribute it to all bargaining unit members. Employees may use County resources to print copies of this Agreement at no cost.

**ARTICLE 38**

**USE OF COUNTY FACILITIES**

**Section A. Union Space**

Management shall designate and provide adequate office space to the Union for the transaction of Union business.

**Section B. Use of Facilities**

The Union may request the use of County facilities for Union meetings and business. Such requests shall be made in advance when feasible.

The County shall approve the use of County facilities for Union meetings subject to the following conditions:

1. The use of County facilities that would be made available would not interfere with the regular functioning of County activities. To the extent that the County needs to use the facilities that have been reserved by the Union, alternate space or schedule will be provided.
2. The use of County facilities for this purpose would not involve any additional expense to the County other than the normal expenses, which are incurred through items such as heating and lighting.
3. The Union agrees to exercise reasonable care in using such space and shall leave it in a clean and orderly condition.

## **ARTICLE 39**

### **ADMINISTRATION OF OVERTIME**

#### **Section A**

After execution of the Agreement, the Parties shall address specific arrangements for the equitable distribution of overtime at Labor Management Committee Meetings. Individual employee qualifications, seniority within the Department/Division and respective classifications shall be considered when decisions are made on which employees shall be called for overtime work.

#### **Section B**

Overtime should be worked only when the needs of the workload demand it and the type of work to be performed must dictate the selection of employees. The selection(s) should be made, so far as the circumstances will permit, from qualified employees who are capable of doing the particular work. Overtime should be allotted amongst all employees in as fair and equitable a manner as circumstances and job requirements will permit within the appropriate classification.

## **ARTICLE 40**

### **HOURS OF WORK**

#### **Section A. Workweek/Workday**

The typical workday for full-time employees shall consist of eight (8) hours within a twenty-four (24) hour period. The typical workweek for full-time employees consists of five consecutive days, eight (8) hours of work, Monday through Friday, totaling forty (40) hours.

Special schedules and shift schedules exist for employees who are required to work on shift, Saturday, Sunday, and/or seasonal schedules or flexible/alternative work schedules. For example, Multi Skilled Wastewater Plant Operators and other titles may require special schedules. Such flexible/alternative work schedules may include, but are not limited to, a four (4) day workweek with ten (10) hour shifts on four (4) consecutive days. The Union shall be given advance notice when new and additional special schedules, shift schedules or flexible/alternative work schedules are proposed and shall be given the opportunity to negotiate consistent with Arlington County Code 6-30.

Changes to work schedules for employees, including those assigned to shifts, shall be communicated to the employee and updated shift or work schedules may be posted physically or electronically as typically done.

### Section B. Breaks

Periods of short duration for rest and/or refreshment with the ebb and flow of the work are considered hours worked and are encouraged as they promote the efficiency of the employee. The County shall permit at least two (2) fifteen (15) minute breaks on each shift, typically one for each four (4) hour period worked. The same principle shall apply for work outside of the normal tour of duty. Where possible this initial overtime rest period shall be granted prior to the beginning of overtime work. Following the first four (4) hours of overtime work, the employee shall be given a fifteen (15) minute rest period for every four (4) hours, or for a major portion thereof worked.

The County shall also provide each employee with an unpaid meal break of at least thirty (30) consecutive minutes each day except for employees assigned to 24-7 operations with one-person staffing at the Water Sewer Streets Control Center and in the Facilities Maintenance Bureau or except where employees have typically or traditionally worked eight (8) hour shifts without a meal break.

The time that meal periods and breaks may be taken shall be designated by Management to ensure that the workflow in the respective work units is not interrupted and to accommodate work requirements. Employees required to work through their typical meal break shall be given the opportunity to take their meal break as soon as practical or be compensated in accordance with the overtime provisions of this Agreement.

### Section C. Permanent Changes in Work Schedules

Except in emergencies, circumstances that would disrupt County operations, or where such changes in regular work sites and/or work schedules are part of the normal operation of the job, Management shall provide employees seven (7) workdays of advance notice of any permanent changes.

Section D. Time if Temporarily Assigned Elsewhere

Employees temporarily assigned out of their section for one (1) day or less shall be allowed a reasonable amount of time to return to their own section before quitting time to put away equipment and personal property.

Section E. Newly Established Shifts

If the County introduces new shift schedules or revises existing shift schedules, employees in each affected job classification shall be permitted to request in writing their preference for the new shift assignment. If a sufficient number of qualified employees seek a specific shift, the County shall make the assignment according to seniority among the qualified employees. If less than a sufficient number of qualified employees seek a specific shift, the County shall make the assignment in reverse seniority order, (i.e., the junior employee fills the least desirable shift).

**ARTICLE 41**

**WAGES**

Section A. General

1. Pay increases are effective the beginning of the pay period of the employee's anniversary date (i.e., next review date).

Section B. Pay Increases

1. Fiscal Year 2025 Pay Increase

Effective FY 2025, the pay scale will continue to be an open range structure. The County will provide a four and seventy-five hundredths' percent (4.75%) pay increase, with a two (2%) percent increase to the range minimum and range maximum, for all employees employed in the bargaining unit. The pay increase shall be universal across the bargaining unit and shall not be tied to merit.

2. Fiscal Year 2026 Pay Increase

Effective FY 2026, the pay scale will continue to be an open range structure. The County will provide a four percent (4.0%) pay increase, with a two (2%) percent increase to the range minimum and range maximum, for all employees employed in the bargaining unit. The pay increase shall be universal across the bargaining unit and shall not be tied to merit.

Section C. Wage Scale Transition Committee

Upon execution of this Agreement, the Parties shall form a Joint Wage Committee, composed of equal Union and County representatives. The Joint Wage Committee will be responsible for developing the pay structure for FY 2027. It is expected the Committee will last six to nine months and should convene in January 2025.

Effective Fiscal Year 2027, based on the recommendation of the Joint Wage Committee, one of the following options will be implemented for FY 2027:

- i. The Joint Wage Scale Committee develops and recommends a transition plan from an open range pay structure to a step structure and pay scale provided that the structure is within funding resources set below in Section C-ii.
- ii. The Joint Wage Scale Committee recommends the continuation of the open range structure. The County will provide a three and one-half percent (3.5%) increase, with a two percent (2%) increase to the range minimum and range maximum, for all employees in the bargaining unit. The pay increase shall be universal across the bargaining unit and shall not be tied to merit.
- iii. The Joint Wage Scale Committee may develop and recommend a transition plan from an open range pay structure to another alternative pay scale provided that the structure is within funding resources set above in Section C-ii.

**ARTICLE 42**

**OVERTIME**

Overtime work shall be defined, earned, and computed according to the provisions of A.R. 2.12 (June 26, 2013) except as indicated in this Article.

1. Effective fiscal year 2025, the County will implement a new premium: SLT Gap Premium Hours; premium details are outlined with the Call Back and Gap Premium article. The chart in A.R 2.12 (June 26, 2013) which outlines types of hours and whether they are credited toward the calculation of overtime does not include a row for this new premium. The following table outlines the types of hours and whether they are credited toward the calculation of overtime.

<b>Hours Type</b>	<b>Explanation</b>	<b>Credited – Y/N</b>
Holiday Hours	Hours Worked	Y
	Hours Not Worked	Y
Standby Premium Hours		N
Call Back Hours Worked/ Call Back Premium Hours	Hours Worked	Y
	Hours Not Worked	N
Paid Leave	See AR 2.7	Y
Unpaid Leave	See AR 2.7	N
SLT Gap Premium Hours	Hours Not Worked	Y

2. The County shall not employ a cap on the hourly overtime rate for employees covered by this Agreement.

### **ARTICLE 43**

#### **CALL BACK AND SLT GAP PREMIUM HOURS**

##### **Section A. Call Back Premium Hours**

Without prior notice or scheduling, employees may be recalled to work during the same workday, the next workday, a scheduled day off, or a holiday. Employees who are “recalled to work” under these unplanned conditions will receive the following:

- pay for all call back hours worked at one and one half times (1.5) the employee's regular rate for a minimum of four (4) hours.

The Call Back Premium hours (i.e., those hours not worked which round up to the 4 hours) are not eligible for other hourly premiums.

Employees, from the time they receive the notice to report to work, shall report to the worksite as quickly as possible within one and a half (1.5) unpaid hours unless additional time to report is granted by the supervisor. For the purposes of this section a supervisory official shall be someone in the employee's chain of command or other management official directing employees for the work detail or incident the employee is being “called-back” to support.

Employees who are notified in advance, prior to leaving their worksite at the end of their workday, who must return to work on a day off or remain at work the same day, are not eligible for Call Back.

**Section B. SLT Gap Premium Hours (DES and DPR Operations) Pay**

Effective Fiscal Year 2025, the County will implement a new premium: SLT Gap Premium Hours.

When an employee works regular hours, overtime, call back and/or other worked hours, and they are directed not to work a full or partial normal tour of duty due to the DES Max Hours Worked Policy, the employee may be eligible for Gap Premium Hours; employee eligibility criteria and the premium hours calculation is outlined below.

In order to receive Gap Premium Hours, the employee must meet the following criteria:

1. worked hours outside of their normal tour of duty; and,
2. the employee, as a result of B (1) is directed not to work at least a portion of their normal tour of duty shift; and,
3. at the end of the workweek, the employee has less than 40 hours of the following: any worked hours during the workweek (including callback worked, holiday worked, training, telework, etc.) as well as paid leave and holiday hours.

An employee will receive Gap Premium Hours per the calculation that follows:

[40 hours] minus [worked and paid hours, as outlined in B(3) above] = the number of Gap Premium Hours

Since Gap Premium hours only occur in cases where the employee has less than 40 hours (worked hours, paid leave, and holiday hours) due to the Max Hours Worked policy, overtime does not occur in workweeks which have Gap Premium Hours.

Issues concerning scheduling and coverage as they relate to Gap Pay shall be proper subjects for Labor Management Committee discussions.

**ARTICLE 44**

**SHIFT DIFFERENTIAL, SEVENTH DAY, HOLIDAY PAY, AND TOOL ALLOWANCE**

**Section A. Shift Differentials**

Bargaining unit employees who work shifts may be entitled to receive Shift Differential Premium Pay.



To receive Shift Differential Premium Pay, an employee must perform work on the B or C shift and work the full number of hours associated with a designated shift. The term shift is defined as a schedule consisting of at least 8 consecutive work hours.

The following are the shift times and SLT hourly premiums:

- A SLT Shift – Employees who start work between 5:00 a.m. and 12:59 p.m. do not receive Shift Differential Premium Pay.
- B SLT Shift - Employees who start work between 1:00 p.m. and 8:59 p.m. receive Shift Differential Premium Pay of One Dollar (\$1.00) per hour.
- C SLT Shift - Employees who start work between 9:00 p.m. and 4:59 a.m. receive Shift Differential Premium Pay of one dollar, thirty cents (\$1.30) per hour.

Employees who work a 12-hour shift will be paid shift differential premium pay based upon which shift 75% of the work hours fall.

Shift Differential Premiums are paid only on hours worked, not on paid leave hours. Employees who work their normally assigned shift and, on the same day, work an additional shift, will receive the premium associated with their normal shift and, on the additional shift, will receive the greater of the premiums associated with that shift or their normal shift.

#### Section B. Seventh Day Compensation

Bargaining unit employees who have worked at least 40 hours in a week and at least one (1) hour in each of the seven days in the week shall be paid two (2) times their regular rate for all hours worked during their last workday in the workweek.

#### Section C. Holiday Pay

1. Holiday Hours are paid to bargaining unit employees for each of the holidays observed by the County.
2. Holiday Hours are paid at the regular rate of pay.
3. Some employees work in critical operations which do not close on a holiday. When an employee works on a holiday, the employee will receive holiday hours, typically 8 holiday hours, and will receive pay for their actual hours worked. Holiday hours paid are based on the employee's bi-weekly total of actual work hours and paid hours and are prorated according to the chart below. Since the number of Holiday Hours paid is based on total bi-weekly hours, an employee will earn Holiday Hours even if not normally scheduled to work on the particular holiday.

<b>Total Bi-Weekly Paid Hours</b>	<b>Holiday Hours Paid for a normal 8-hour Holiday</b>
0-19	0
20-29	2
30-39	3
40-49	4
50-59	5
60-69	6
70-79	7
80 or more	8

When an employee is hired or terminated in the middle of a holiday pay period, they will receive holiday hours based on weekly hours instead of bi-weekly hours.

When an employee has a schedule greater than 8 hours/day and the holiday falls on their non-scheduled day, the employee should flex their hours within the pay week to the extent necessary to provide them with 40 hours of weekly pay or their normal work hours, whichever is less.

When an employee has a schedule greater than 8 hours/day and the holiday falls on their scheduled workday, the employee has the option to either flex their hours within the pay week or use leave only to the extent necessary to provide them with 40 hours of weekly pay or their normal work hours, whichever is less.

#### Section D. Tool Allowance

Employees covered by this Agreement who work as Auto Mechanics I, Auto Mechanics II or Welders, and who are required to obtain and maintain certain tools for the purpose of performing assigned tasks at the employee's expense are eligible for the tool allowance unless the County pays directly for and provides necessary tools. In those cases, where the County pays directly for and provides necessary tools, employees are ineligible for the Tool Allowance. For eligible employees, the tool allowance is twenty-five (\$25.00) dollars bi-weekly.

**ARTICLE 45**

**STANDBY PREMIUM HOURS**

**Section A. General**

An employee may be required to be on scheduled standby after having completed his/her regular tour of duty. An employee who is placed on standby is required to remain accessible and available during the hours specified by the County.

Standby status occurs when an employee:

- a. is required to be on standby by the Department Director or supervisor; and
- b. is required to be available to work and if called in, must report to worksite as quickly as possible, within one (1) hour unless additional time to report is granted by the supervisor.

Employees who are on standby will receive the following pay or compensatory leave at:

- 1 hours – for each full workday evening of at least 12 hours
- 2 hours – for each 24-hour day off including holidays

Employees who are on scheduled 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 hours actually worked. Employees who are called in to work while on standby will be paid consistent with the Call Back Article.

**Section B. Notice of Standby Hours**

All employees shall be provided with written notice of the specific hours during which he/she shall be required to remain on standby. This notice may be provided via email distribution of the Standby Schedule. Last minute operational changes in response to employee illness or other circumstances will be conveyed in writing as soon as possible. Notice of the Water Section lists are normally provided at least a month in advance. This includes the list of the Crew Leader because staffing changes from team to team frequently based on leave needs, recruitments, retirement/resignation, etc. The specific weekly list is still posted with contact information a week ahead of time.

Note: Standby procedures shall be a subject of Labor Management Committee Meetings.

Generally, standby status will not occur when someone else is on duty who could reasonably be expected to perform duties.

**ARTICLE 46**

**COMMERCIAL DRIVER LICENSE (CDL) BONUS**

The County has a significant number of positions which require a Class A or B commercial driver's license (CDL) to operate large vehicles. In addition, many employees who are not required to have a CDL as a part of their regular job are encouraged to obtain and maintain a CDL to provide supplemental coverage for snow emergencies, absences, and staff shortages.

For Fiscal Year 2025, 2026, and 2027, all bargaining unit employees meeting the eligibility criteria below will receive a one-time bonus gross each year outlined in the chart below:

Bonus Gross Amount	\$2,000
--------------------	---------

The bonus will be issued no later than November 30th of the following fiscal year. Employees employed in the SLT bargaining unit at the time of the bonus will be eligible.

To be eligible for the CDL Bonus, an employee must meet the following criteria:

1. permanent or limited-term employee in the Department of Environmental Services (DES) and the Department of Parks and Recreation (DPR);
2. timely report incidents of vandalism, injuries, and/or damage to a County vehicle under their control or use during their working hours to their supervisor/manager on the same day as the incident, injury or damage occurred or the end of the shift, whichever is earlier;
3. be employed at the time the bonus is paid out;
4. maintained current CDL licensure information in PRISM;
5. maintained a valid CDL (class A or B) license in accordance with the Arlington County Driver Policy;
6. maintained a Driver's License in good standing, without any of the following: suspension, revocation, expiration, restricted driving privileges, disqualified, cancelled and/or has accumulated up to -8 demerit points on a licensing jurisdiction record; and,
7. maintained a good standing DOT Medical Card issued by the County's Authorized Medical Examiner (i.e. continuous, no gap or loss of DOT card).

**ARTICLE 47**

**LEAVE**

**Section A. General**

The categories and administration of leave will be governed by Chapter 8 of A.R. 2.7 (Feb. 22, 2021). except as provided otherwise in this Article. Employees also are eligible for any new or additional leave as provided to County general employees, effective as of July 1, 2023, for Fiscal Year 2024, or any subsequent enhancements of leave benefits to County general employees.

**Section B. Vacation Leave**

1. The following provisions govern the accrual of vacation leave:

(a) Employees shall earn vacation leave at the rates established in Chapter 8 of County A.R. 2.7 (Feb. 22, 2021).

(b) Vacation Leave shall accrue from the first full pay period of employment in a limited term, temporary regular, or permanent position.

(c) Vacation Leave is earned based on paid work and leave hours in a pay period.

(d) Vacation Leave, which is not used, may be accumulated from year to year. The maximum number of hours of annual leave that may be carried over from one leave year to the next is 280 hours.

2. An employee is paid a lump sum for all unused Vacation Leave when the employee leaves County employment unless the employee:

-fails to give notice of leaving County employment; or

-has been employed less than six (6) months.

3. Unused vacation leave will be paid consistent with the hourly rate at the time of separation.

4. An employee must request Vacation Leave in advance to their supervisor. An employee must receive written approval following agency procedures before taking leave. Responses to Vacation Leave requests shall not be unreasonably withheld or delayed.

5. An employee's request for Vacation Leave due to a personal emergency shall be granted or denied immediately but within twenty-four (24) hours by the employee's immediate supervisor or his/her designee. In considering the request the immediate supervisor or his/her designee must take into consideration the emergency circumstances presented by the employee and Department's operational needs and requirements.

6. Vacation Leave shall be requested in advance by employees from their immediate supervisors or their designee. Denial of use of Annual Leave shall be based upon factors which are reasonable, equitable and do not discriminate against any employee or groups of employees. To contribute to overall work efficiency and to enable approval of leave to the employee's convenience, employees are required to schedule Annual Leave in advance.

7. Leave Schedule: efforts shall be made to grant employees leave during the time requested. If operations would suffer by scheduling all requests during a given period of time, a schedule shall be worked out with all conflicts within particular work groups to be resolved by the application of seniority. After vacations are resolved and communicated, no changes shall be made unless mutually agreeable, or unless the employee has an emergency.

### Section C. Sick Leave

1. Sick leave will be governed in accordance with A.R. 2.7 (Feb. 22, 2021) except as provided herein.

(a) Employees shall earn sick leave at the rate of four (4) hours per two-week pay period from the first full pay period of employment and may be used by the employee thereafter.

(b) The accrual of sick leave shall be carried over from year to year and shall be accumulated in an unlimited amount.

#### 2. Requests for Sick Leave

(a) An employee must request Sick Leave from the supervisor prior to the beginning of the workday by placing a phone call or sending an email or other electronic message to the supervisor. The supervisor may waive the requirement for prior notification if there is an emergency or other special circumstance.

(b) Sick Leave advance requests may be approved in advance for visits to and/or appointments with doctors, dentists, practitioners, opticians, chiropractors, and for the purpose of securing diagnostic examinations, treatments and X-rays.

(c) The supervisor may require an employee to provide documentation from a physician or other licensed health care provider of the need for Sick Leave for personal or family reasons after the employee has been absent for more than three consecutive days or if the employee has a pattern of absences.

### Section D. Bereavement Leave

Effective Fiscal Year 2025, the County will continue to provide employees who are employed on the first day of the payroll fiscal year, sixteen (16) 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 payroll 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.

Immediate family is defined in accordance with A.R. 2.7 (Feb. 22, 2021).

Section E. Paid Parental Leave

Parental leave shall be governed in accordance with A.R. 2.7 (Feb. 22, 2021).

Effective Fiscal Year 2025, the County will continue to provide up to ten (10) weeks of paid parental leave to eligible bargaining unit employees.

**ARTICLE 48**

**EMERGENCY SHIFTS- PREMIUM PAY AND INCLEMENT WEATHER**

Section A. Emergency Premium Pay

When emergency conditions, including large mobilization for inclement weather emergencies, which require a 12-hour shift schedule implementation associated with continuous operations as declared by the DES Director, bargaining unit employees who are required to report to a facility or a job site are eligible for the emergency pay premium outlined in this article.

The County will continue to provide the Emergency Premium Pay at \$2.02/hour for every hour worked when directly involved in emergency operations. The pay premium eligibility and guidelines do not change during this contract period; eligibility and guidelines are outlined in the Memorandum dated January 7, 2015.

Section B. Inclement Weather

The County will provide heating and/or cooling stations in facilities and/or with vehicles as appropriate to employees performing duties under inclement weather conditions.

**ARTICLE 49**

**HEALTHCARE PLANS AND OTHER WELFARE BENEFITS**

Section A. Healthcare Plan

The County shall continue making available to full-time employees covered by this Agreement the same County health plans that are offered to all County employees. The benefits shall remain

substantially equivalent to the benefits provided on the date of execution of this Agreement. Vision benefits are included as part of the Healthcare plans.

Employees who elect to participate in the County's healthcare plans shall be required to pay no more than 20% for individual and 25% for all other tiers of the option selected.

#### Section B. Dental Benefits

The County shall continue making available to employees dental program benefits and, for the term of this Agreement those benefits shall remain substantially equivalent to the benefits provided on the date of execution of this Agreement.

For the term of this Agreement, the County shall offer at least one dental option. For the Standard Dental plan option, employees shall be required to pay no more than 20% for individual coverage and 25% for all other tiers in effect on the date of execution of this Agreement. For the Premium Dental plan, employees shall be required to pay no more than 50% for all tiers.

#### Section C. Life Insurance

The County shall provide (at no cost to the employee) life insurance coverage equal to at least one times the base salary for each employee covered by this Agreement.

#### Section D. General

When the County analyzes or evaluates proposals from potential healthcare providers, the Union will have a representative for SLT on the panel for future contracts.

### **ARTICLE 50**

#### **RETIREMENT PLANS**

##### Section A. Defined Benefit Plan

1. Bargaining unit employees who currently participate in the Arlington County Employees' Retirement Systems shall continue to participate in the Plan. The accrued benefits of an employee participating in the Arlington County Employees' Retirement Systems will be protected starting at the beginning of the employee's employment with the County through their retirement, and any period of entitlement of their beneficiaries. Temporary employees will continue to be ineligible to participate in the Retirement System.

2. The County is obligated to fully fund the annual contributions to the Arlington County Employees Retirement System.



3. The County will continue to “pick up” employee contributions to the Arlington County Employees Retirement System to result in the contributions being pre-tax to the employee in accordance with Internal Revenue Code § 414 (h)(2) and Arlington County Code §21-35 and 46-32.

4. Chapter 46 of the Arlington County Code outlines the benefit multiplier as one and seven-tenths percent (1.7%).

5. No other changes to the Arlington County Employees Retirement System affecting bargaining unit employees will be made without the express consent of the Union. Such changes include, but are not limited to: benefit levels, eligibility criteria, and rights of appeal.

Section B. Defined Contribution Plan

County employees who currently participate in the Arlington County Defined Contribution Plan (401(a)) shall continue to participate in the Arlington County Defined Contribution Plan (401(a)). The County is required to make contributions to the Arlington County Defined Contribution Plan as follows:

1. Effective with the first payroll period beginning in July 2024 (FY 2025), the County shall continue to contribute 4.2% percent of base pay, as defined in the Arlington County Defined Contribution Plan, on behalf of each employee who participates in the Plan.

2. The basic contribution for each participant shall be made within forty-five (45) calendar days following the end of each pay period.

Section C. Joint Retirement Committee

As soon as practicable after the execution of this Agreement, the Union shall designate one (1) representative who shall serve as the Retirement Benefits Liaison on matters related to the County's retirement plans. At least twice a year and on an as needed basis, the County's Manager of Benefits shall meet with the Union's Retirement Benefits Liaisons to discuss possible enhancements to the County's retirement plans.

**ARTICLE 51**

**PARKING**

Effective Fiscal Year 2025, the Location Pay amount will increase from \$80/month to \$110/month for eligible bargaining unit employees.

Employees working at the Trades Center will continue to be provided parking at no cost.

## ARTICLE 52

### REDUCTIONS IN FORCE/SEVERANCE

#### Section A. General

Layoff procedures and severance benefits provided for in the County's AR 2.7, as revised on February 22, 2021, will be maintained at the current levels for the duration of this Agreement, except as modified in this Article.

1. A RIF is to be accomplished in a way that will reduce adverse effects on employees to the greatest extent possible under the circumstances, and in a manner consistent with the County's values.
2. In the event that it becomes necessary to lay off employees, no permanent SLT employee shall be laid off prior to the lay-off of a temporary SLT employee.

#### Section B. Procedure

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

1. Upon receipt of the determination by the County Manager to implement the RIF, the Human Resources Director will place a hold on current advertising and selection for positions or job classifications indicated in the RIF order.
2. The Human Resources Director will issue a written separation notice to employees affected by a RIF as soon as practicable upon receipt of the RIF order but at least thirty (30) days prior to separation.
3. The Human Resources Director will apply AR 2.7, Chapter 19, Section 4 to determine the order of layoff of employees, which generally considers the employee's tenure with the County, not just in the job classification subject to the RIF.
  - a. Section 4.4.2 will not apply for the SLT bargaining unit. No deductions will be made for denied pay increase for performance-related reasons in the affected class during the preceding two (2) years.
  - b. Section 4.4.3 will be applied as modified for the SLT bargaining unit:
    - One (1) year of credit for time employed will be deducted for each disciplinary suspension without pay, leave forfeiture, salary reduction or demotion during the preceding one (1) year.
4. The Human Resources Director must notify the Union of employees affected by the RIF; the notice to the Union shall be given at least thirty (30) days prior to the employees' separation. Upon request by the Union, the County will meet with the Union to discuss ways which will reduce the adverse effects on these employees to the greatest extent possible.

5. Human Resources staff must assist employees subject to a RIF to apply for positions which are vacant and approved for hire by the County. The ability of the employee to perform the work assignment will be assessed in the application process.

6. The separation of employees will be initiated, if necessary, to complete the RIF.

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

8. Employees separated under a RIF (including those employees who elect to retire must be paid accumulated vacation leave as well as severance pay based on the years of service with the County as defined in the table below:

<b>LENGTH OF SERVICE</b>	<b>AMOUNT OF SEVERANCE PAY</b>
0 to 1	4 weeks
1 to 4	8 weeks
5 to 10	12 weeks
11 to 15	16 weeks
16 to 19	20 weeks
20 or more	24 weeks

10. Vacant positions will be filled first by employees on the Recall List and be based on those employees' possession of the requisite qualifications to perform the duties of the vacant position and then by those employees' seniority during the recall period. The County may conduct a cursory interview with an employee prior to recall; the parties shall work together and outline the parameters and intent of such interviews.

- a. A recalled employee must possess the necessary skills and experience to perform the duties of the vacancy and be interviewed prior to being recalled.
- b. Any employee separated and placed on a Recall List will be responsible for notifying the County Human Resources Department of any change in address or telephone number.
- c. Employees on a Recall List will be notified to return to work by registered mail.
- d. Any employee who fails to respond to a recall opportunity within ten (10) working days following receipt of notification will forfeit recall rights and be removed from the Recall List.
- e. An employee who is recalled will be removed from the Recall List.

- f. Separated employees who are recalled to the same classification must be restored to regular employment at a rate not less than the rate at the time of separation.

11. Separated employees who seek a County position in a classification other than the classification previously employed will be given priority consideration provided they apply and are qualified.

### Section C. Unemployment Compensation

Employees who are subject to a RIF in accordance with this Article shall be entitled to unemployment compensation as provided by Virginia Employment Commission.

## ARTICLE 53

### SUCCESSORSHIP

This Agreement shall be binding upon the successors and assigns of the Parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, change in form of governance, transfer or assignment of either Party hereto, or by any change geographically or otherwise in the location or place of business of either Party unless mutually agreed to by both Parties to the extent permitted or required by law.

## ARTICLE 54

### SAVINGS CLAUSE

If any Article, Section, or portion of this Agreement is rendered or declared invalid by any existing or subsequently enacted legislation, or by decree of a court or higher authority of competent jurisdiction, or should a decision by any court of competent jurisdiction or subsequently enacted legislation diminish the benefits provided by this Agreement, such decision shall apply only to the specific Article, Section, or portion thereof specified in the legislation or decision, and shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. Upon issuance of such decision of legislation, the County and the Union agree to immediately enter into negotiation for a substitute for the invalidated Article, Section or portion. All other provisions of this Agreement shall continue in full force and effect.

**ARTICLE 55**

**DURATION AND FINALITY OF AGREEMENT**

This Agreement shall be implemented as provided herein subject to the requirements of Arlington County Code § 6-30. The duration of this agreement is July 1, 2024, to June 30, 2027. This Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect or in the event of an impasse, pending the completion of mediation and arbitration or both. If disapproved because certain provisions are asserted to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision for the offensive provision.

The parties acknowledge that this Agreement represents the complete Agreement arrived at as a result of the negotiations process consistent with Arlington County Code 6-30, during which both parties 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 arrived at understandings 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, except for situations where the parties have agreed to negotiate as outlined in this Agreement.

It is agreed that any request by either party for further negotiations due to changes in legislation, rules or regulations affecting any Article in this Agreement shall be for the purpose of amending, modifying or supplementing provisions agreed to and included in this Agreement. If all parties mutually agree in writing during the terms of this Agreement that modifications to the Agreement are necessary, they shall modify it.

This Agreement becomes effective after ratification and upon signature by both parties and subject to the County Board's approval and appropriation of funds necessary to implement this Agreement consistent with Arlington County Code 6-30.

SIGNATURES

Signed on this 27<sup>th</sup> day of June, 2024 in Arlington County, Virginia, consistent with Arlington County Ordinance Chapter 6-30.

**Arlington County Government**

  
Mark Schwartz  
County Manager


  
Kathryn Naylor  
Chief Labor Relations Officer

  
MinhChau Corr  
County Attorney

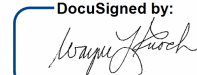
  
Marcy Foster  
Human Resources Department Director

  
Greg Emanuel  
Department of Environmental Services Director

  
Jane Rudolph  
Department of Parks and Recreation Director

  
Andy Penn  
Chief of Police

**AFSCME, District Council 20, Local 3001**

DocuSigned by:  
  
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Wayne L. Enoch  
District Council 20 Executive Director


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Sonny Garibay  
District Council 20 Staff Representative


  
Anthony Pistone  
Local 3001 President


  
James Rodriguez  
Local 3001 Vice President


  
Fred Williams  
Local 3001 Chapter Chair

  
Marvel Thompson  
Local 3001 Bargaining Committee


  
Jason Wells  
Local 3001 Bargaining Committee


  
Mike Moon  
Department of Environmental Services  
Chief Operating Officer

  
Michael Simmons  
Parks & Natural Resources Division Chief

  
Darrin Cassidy  
Deputy Chief of Police

  
Alyssa Williamson  
DES Administrative Services Manager


  
Christina Williams  
DPR Human Resources Section Manager

  
Tasha Sims  
HRD Senior Labor Relations Manager

  
Adam Kurtz  
Assistant County Attorney

  
Mary Easley  
Local 3001 Bargaining Committee

  
Guy Hunt  
Local 3001 Bargaining Committee

  
Sherman Clark  
Local 3001 Bargaining Committee

