MEMORANDUM OF UNDERSTANDING (MOU)

The Parties agree to the following modifications of the Collective Bargaining Agreement regarding Standby Pay under Article 22, Section 3 (3a) of the Agreement. These provisions below replace and take precedence as the governing provisions on Standby under the Agreement.

- 1. Standby pay is intended to provide appropriate compensation to those members of the Collective Bargaining Unit (CBU) who are given advance notice of the need to be available outside of their normal work hours to provide police services related to their full-time or ancillary assignment(s). These members of the CBU may be required to respond forthwith to a crime scene, or other location, inside or outside of Arlington, to provide related police services. Alternately, they may be required to consult by phone, or other means of communication, to provide direction or clarification of needed police services or actions by other sections of the Department. The ultimate determination regarding the need for an in-person response will be made through consultation with the appropriate supervisors or command staff member.
- 2. Members of the CBU who receive standby pay as outlined here remain eligible for Callback Premium as specified in the Collective Bargaining Agreement (CBA).
- 3. The parties agree that one hour of standby pay will be earned for each day (covering the overnight period when staff from specialty units are traditionally not working) of standby coverage Monday through Friday and two hours of standby pay will be earned for each day of standby coverage on Saturday or Sunday.
- 4. Employees on standby status must remain sober and available to return to work within (75) minutes of being contacted. While on standby, employees must be available to answer their phone and/or return a call within (15) minutes. If a standby employee anticipates not arriving to the county within (75) minutes, they will notify the appropriate supervisor of their delay.
- 5. Nothing in this MOU or in the Collective Bargaining Agreement is intended to prevent additional resources from being called or required to report to work, including those who are not on standby. These additional personnel will be compensated through the Callback Premium section of this CBA.
- 6. Barring emergency situations, employees who will be subject to a routine standby status will be given a minimum of (30) days notice. Each section that routinely designates standby employees will outline the relevant timelines (within the above guidelines) and procedures for such in a written Standard Operating Procedure (SOP). Management reserves the right to determine if and when an employee is placed on standby as well as the number of employees placed in standby status. If an employee

is unable to fulfill their standby duties, they are responsible for finding a replacement standby employee before they are relieved of their standby responsibility and making the appropriate supervisory notifications of the same.

The terms of this MOU will be enforceable to the same extent through the same process as any other terms of the Collective Bargaining Agreement.

This MOU will remain in effect beginning January 14, 2024, and be subject to the same expiration as the 2023 Collective Bargaining Agreement.

Signed on this ZOTE day of <u>JECEMBER</u>, 2023, in Arlington County, Virginia consistent with Arlington County Ordinance Chapter 6-30.

For Arlington Coalition of Police:

Randall Mason, Jr. ACOP President For Arlington County Government Arlington County, Virginia:

Mark Schwartz County Manager

Andy Penn Chief of Police

Kathryn Naylor

Chief Labor Relations Officer

DocuSigned by: