

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**FAIRFAX COUNTY, VIRGINIA**

**and**

**FAIRFAX CHAPTER OF THE SOUTHERN  
STATES POLICE BENEVOLENT  
ASSOCIATION**

**Effective From**

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

**TABLE OF CONTENTS**

GENERAL PROVISIONS ..... 5

    Article 1: Preamble ..... 5

    Article 2: Recognition..... 5

    Article 3: Approval of Bargaining Agreement ..... 5

    Article 4: Probation and Promotional Probationary Period..... 6

    Article 5: Management Rights..... 7

    Article 6: Nondiscrimination ..... 7

    Article 7: Procedural Guarantee ..... 7

    Article 8: Labor Management Committee ..... 7

ORGANIZATIONAL SECURITY PROVISIONS..... 9

    Article 9: Employee and SSPBA Rights and Responsibilities/Organizational Security ..... 9

    Article 10: Check-Off and Dues Deduction..... 13

    Article 11: Copies of Agreement..... 14

DISPUTE RESOLUTION AND ARBITRATION..... 14

    Article 12: Alternative Dispute Resolution..... 14

    Article 13: Dispute Resolution Procedures Under the Contract ..... 15

GENERAL EMPLOYMENT PROVISIONS ..... 23

    Article 14: Personnel Files..... 23

    Article 15: Promotions..... 23

    Article 16: Department Transfers and Administration of Non-Promotional Processes ..... 24

    Article 17: Internal Investigative Procedures ..... 27

    Article 18: Discipline..... 29

    Article 19: Relief from Duty and Criminal Investigations ..... 29

    Article 20: Rules and Regulations/Compliance and Working Conditions..... 29

    Article 21: Constant Standby and Vehicle ..... 30

    Use for Officers on Standby and Callback..... 30

    Article 22: Off-Duty Take Home Personal Patrol Vehicle Program..... 31

    Article 23: Body-Worn Cameras ..... 31

    Article 24: Training..... 31

    Article 25: Seniority..... 32

    Article 26: Job Description/Classification/Reclassification ..... 33

Article 27: Evaluations ..... 33

Article 28: Release of Audio, Video, or Images of Fallen/Injured Officers ..... 33

Article 29: Animal Protection Police Officers..... 33

Article 30: Canine Handlers..... 34

HOURS OF WORK ..... 36

Article 31: Work Shifts and Schedules..... 36

Article 32: Emergency Staffing ..... 37

Article 33: Meetings ..... 37

WAGE PROVISIONS ..... 37

Article 34: Pay ..... 37

Article 35: Retention of Existing Compensation, et al..... 38

Article 36: Overtime and Compensatory Time ..... 38

Article 37: Acting Pay ..... 38

Article 38: Court Pay ..... 39

Article 39: Call-Back Pay ..... 39

Article 40: On Call ..... 40

Article 41: Shift Differential..... 40

Article 42: Correcting Errors in Pay ..... 40

Article 43: Retroactive Pay ..... 41

Article 44: Detective Stipend..... 41

Article 45: Field Training Officer Compensation ..... 41

Article 46: Education Incentive Plan ..... 41

Article 47: Police Foreign Language Skill Stipend ..... 42

Article 48: Operational Hazard Stipend ..... 42

Article 49: Pay During Emergencies and Inclement Weather ..... 42

Article 50: Daylight Savings..... 42

HEALTH AND SAFETY PROVISIONS ..... 43

Article 51: Fitness Incentive Program ..... 43

Article 52: Light Duty ..... 43

Article 53: Lactation ..... 43

Article 54: Mental Health and Wellness Services..... 44

REIMBURSEMENTS AND ALLOWANCES ..... 44

Article 55: Uniform and Equipment Allowances.....	45
Article 56: Reimbursement for Property Damage .....	45
LEAVE PROVISIONS .....	45
Article 57: FMLA and FMLA Education.....	45
Article 58: Holidays, Holiday Leave, and Holiday Pay .....	45
Article 59: Paid Leave Generally .....	46
Article 60: Annual Leave .....	46
Article 61: Sick Leave .....	46
Article 62: Injury Leave .....	46
Article 63: Bereavement Leave .....	47
Article 64: Volunteer Leave .....	47
Article 65: Administrative Leave .....	47
Article 66: Compensatory Leave.....	47
Article 67: Military Leave and Pay .....	48
BENEFITS PROVISIONS .....	48
Article 68: Benefits Generally .....	49
Article 69: Medical, Dental, and Vision Insurance.....	49
Article 70: Life Insurance .....	49
Article 71: Insurance Committee .....	50
Article 72: Disability Benefits .....	50
Article 73: Selection Advisory Committee.....	50
Article 74: Retirement and Pension Generally .....	50
MISCELLANEOUS PROVISIONS .....	52
Article 75: Savings and Legality Clause .....	52
Article 76: Duration .....	52
Article 77: Legal Defense and Representation.....	52
ATTACHMENT A .....	55

## **GENERAL PROVISIONS**

### **Article 1: Preamble**

This Collective Bargaining Agreement is entered into between the County of Fairfax (the “County”) and the Fairfax County Chapter of the Southern States Police Benevolent Association (the “SSPBA”). Collectively the County and the SSPBA will be referred to as the “Parties.”

The purpose of this Agreement is to promote harmonious relations between the County and the employees covered hereby and set the rates of pay, hours, and the terms and conditions of employment for these employees.

This Agreement sets forth conditions of employment with the intent and purpose of promoting and improving relations between the Parties, as well as promoting a level of employee performance consistent with safety, good health, and sustained effort. The Parties agree to establish and promote a sound and effective labor management relationship in order to achieve mutual cooperation with respect to practices, procedures, and matters affecting conditions of employment and to continue working toward this goal.

### **Article 2: Recognition**

Pursuant to and in accordance with all applicable provisions of the Collective Bargaining Ordinance, Fairfax County Code Section 3-10-8 (the “CBO”), the County recognizes the SSPBA as the exclusive bargaining agent for the sworn uniformed employees of the Fairfax County Police Department (“FCPD” or the “Department”) as defined by CBO Sec. 3-10-6(a).

#### **Definition of Sworn Uniformed Employee:**

Employees who have taken the oath of office to uphold all laws of the United States, Commonwealth of Virginia, and Fairfax County. While such employees typically wear uniforms, a sworn employee on a plainclothes assignment will not for that reason be excluded from the definition of a sworn uniformed employee under this Agreement or CBO Sec. 3-10-6(a).

### **Article 3: Approval of Bargaining Agreement**

All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the SSPBA and by authorized representatives of the County.

Agreements reached as a result of such negotiations shall become effective only in accordance with CBO Sec. 3-10-13.

## **Article 4: Probation and Promotional Probationary Period**

### **Section 4.1: Probationary Period**

- A. The probationary period is defined as the first 12 months in active service starting with the date the employee graduates from the Fairfax County Criminal Justice Academy (“Academy”) and/or is sworn in as a law enforcement officer.
- B. All new hire employees will be considered at-will during their time in the pre-Academy period, during their time at the Academy, and during their probationary period.
- C. The County shall have the sole right to discipline, terminate, or lay off employees defined in paragraphs (a) and (b) of this Article, above, without any reason or notice. Such employees shall not have access to either the dispute resolution procedure contained in this Agreement or Chapter 17 under the Fairfax County Personnel Regulations, except for allegations of discrimination as defined in Section 17.3-2d and 17.3-2e, as may be amended; allegations of violation of CBO Sec. 3-10-16(c); or allegations of violations of the Equal Employment Opportunity Article of this Agreement.

### **Section 4.2: Promotional Probationary Period**

- A. All employees in FCPD promoted to a higher rank will serve a promotional probationary period of 12 months in active service following their promotion.
- B. During this period, the employee shall maintain all other rights, privileges, and responsibilities of this Agreement except that the employee may be returned to their prior rank (classification) as described herein:
  - 1. For unsatisfactory performance. Involuntary demotions are grievable under the County grievance procedure or the negotiated Dispute Resolution procedure in this Agreement at the employee’s option.
  - 2. If the employee fails to meet required minimum position qualifications or performance requirements in the higher class. In such cases, the County will return the employee to their prior rank and pay. Such employees will not serve another initial probationary period when returned to their prior rank and pay unless they have not already completed their initial probationary period.
- C. Nothing in this section precludes an employee from requesting voluntary demotion.
- D. The Department typically provides a six-month evaluation for employees who are in their promotional probationary period. The Department shall provide at least one evaluation during the first nine months of the promotional probationary period.
- E. The probationary and/or promotional probationary period may be extended in writing by the Chief of Police or designee for a period not to exceed 120 days in active service. The Chief of

Police or designee will notify the employee of an extension at least 10 days before the extension.

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

### **Article 5: Management Rights**

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

### **Article 6: Nondiscrimination**

The provisions of this Agreement shall be applied equally to all employees without discrimination on the basis of race; color; creed; national origin; age; religion; person(s) with a disability; sex; pregnancy, childbirth, or related medical conditions; gender identity; sexual orientation; genetic information; marital status; military or veteran status; union or political affiliation.

### **Article 7: Procedural Guarantee**

The parties agree the bargaining unit employees are covered by the Virginia Law-Enforcement Officers Procedural Guarantee Act (Va. Code § 9.1-500 et seq.) and will be subject to the protections and conditions of those rights. It is understood by the parties that the Virginia Law-Enforcement Officers Procedural Guarantee Act provides the "floor" and that the provisions of this Agreement may provide additional rights for bargaining unit employees.

### **Article 8: Labor Management Committee**

#### **Section 8.1: Purpose**

The purpose of the Labor Management Committee ("LMC") shall be to study and discuss possible solutions to matters of mutual concern affecting labor-management relations. Informal resolutions of matters of concern are encouraged when possible and the LMC is one such channel for that purpose.

#### **Section 8.2: Representation**

The LMC shall consist of three members as selected by the SSPBA and three members as selected by the Deputy County Executive for Safety & Security or designee. The SSPBA or the County may substitute members where necessary, but it is recognized that continuity of membership is preferred. Members may serve for the term of this Agreement, unless substitution is necessary. Two voting members from the SSPBA and two voting members from the County will be required to establish a quorum. Failure to have a quorum will result in the rescheduling of the LMC.

1. The SSPBA voting representatives on the LMC shall be considered on duty during these meetings. Attendance of an LMC meeting shall be considered on-duty time.
2. Each side may have up to two additional non-voting participants attend each meeting. If SSPBA representatives are not on-duty, they will not be paid for attending these meetings.
3. The responsibility for chairing meetings shall alternate each meeting between the SSPBA and the County. Each party will determine whether their chair assignment will be permanent or will rotate among their members.

### **Section 8.3: Authority**

Matters of mutual concern, including conditions tending to cause misunderstandings, shall be considered and recommendations may be made to either the County or the SSPBA, or to both, by the persons present at any LMC. This Committee shall have the authority to make nonbinding recommendations to the SSPBA and the Chief of Police, Deputy County Executive for Safety & Security, or their designee. This committee shall have no power to add to or amend any existing collective bargaining agreement between the parties or to discuss or adjust any grievances or contract disputes. The LMC may establish sub-committees for specific subject matters.

### **Section 8.4: Reporting**

Topics will be documented as they are discussed. Any procedures or recommendations developed from these meetings will be communicated to the proper group, e.g., Negotiating Committee, etc. Method of documentation shall be approved by both parties.

### **Section 8.5: Date and Time of Meetings**

Meetings will be held once a quarter, and they shall be limited to no more than four hours. At the first meeting, a specific day and time shall be selected for future meetings. Every attempt shall be made to keep to such a schedule, realizing that some flexibility is necessary.

### **Section 8.6: Agenda**

An agenda shall be provided to members within a reasonable timeframe prior to the meeting. The party chairing the meeting, or their designee, shall be responsible for creating and distributing the agenda. Non-emergency topics not on the agenda shall not be discussed but rather shall be placed on the agenda for the next meeting. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent. Discussion of agenda topics will be alternated, with the party occupying the chair exercising the right to designate the first topic.



## **ORGANIZATIONAL SECURITY PROVISIONS**

### **Article 9: Employee and SSPBA Rights and Responsibilities/Organizational Security**

#### **Section 9.1: Employee Rights**

Each employee of the bargaining unit shall have the rights guaranteed under the CBO Sec. 3-10-3(a). The County agrees not to enter into any other agreement, written or verbal, with any employee organization which conflicts with the provisions of this Agreement. The County further agrees not to discriminate against any employee for activity on behalf of, or membership in the SSPBA.

#### **Section 9.2: Voluntary Membership**

Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Membership in an organization shall not be a condition of employment in the Department.

#### **Section 9.3: Employee Concerns and Complaints**

This Agreement does not preclude any employee from bringing matters of personal concern to the attention of the SSPBA or the County without fear of reprisal or intimidation. Pursuant to CBO Sec. 3-10-11(h), at any such meeting held to adjust a matter subject to collective bargaining or this Agreement, the SSPBA has the right to present its views at that meeting.

#### **Section 9.4: SSPBA Representatives**

The SSPBA will provide to the Department, with a copy to the County Labor Relations Division, a list of elected executive board members and officials authorized and appointed by the executive board to represent the SSPBA or do work on behalf of the SSPBA ("SSPBA Representative"). SSPBA Representatives shall be Department employees unless designated by the SSPBA otherwise. Unless other individuals are previously approved, SSPBA Executive Board Members and SSPBA Representatives are the only individuals authorized to represent the SSPBA in dealing with County officials. The SSPBA may also appoint stewards to represent individual employees such as in grievances or disciplinary matters ("SSPBA Steward"). The SSPBA shall notify the Department in writing, with a copy to the County Labor Relations Division, of the name, rank, shift, and work location of such Stewards.

#### **Section 9.5: Employee Access to Representation**

An Employee will be allowed reasonable official time to visit a (a) supervisor; (b) SSPBA Representative/Steward at his or her duty station; or (c) on-site official concerning a complaint or work-related issue. The timing of such visits is subject to the demands of work responsibilities and shall not interfere with operations of the Department, but the right to ultimately be allowed such visits shall not be denied.

Even if under a confidentiality order from the Department, an employee may engage an SSPBA Representative/Steward. If under such a confidentiality order, the employee shall have an obligation to inform the SSPBA Representative/Steward of the confidentiality order and the SSPBA Representative/Steward shall treat the matter as confidential and only discuss the matter with the employee and/or legal counsel. Confidentiality memoranda or orders shall include the designated SSPBA Representative/Steward as a permitted exception to the confidentiality requirement along with the current and any other appropriate exceptions. If the SSPBA Representative/Steward is present at any interview and the employee is under a confidentiality order, the SSPBA Representative/Steward shall also be required to sign an order of confidentiality at the request of the Department.

### **Section 9.6: SSPBA Representation**

- A. The Executive Board and its authorized SSPBA Representatives may meet with County officials on official time, if appropriate, to comment on County or Departmental practices or proposed changes to County or Departmental regulations that affect bargaining unit employees.
- B. An SSPBA Representative shall be given the opportunity to be present at any formal discussion between one or more representatives of the County and one or more bargaining unit employees or their representatives concerning any matter that is within the scope of collective bargaining as set forth in CBO Sec. 3-10-2.
- C. An SSPBA Representative/Steward may leave his or her work assignment, with approval of a supervisor, for a reasonable amount of time when an employee requests assistance in the prompt and expeditious handling of a complaint, grievance, or matter under Section 9.6(B) of this Agreement. Such approval shall not be unreasonably denied.
- D. Every effort will be made to do representative work in a way that has minimal impact on the SSPBA Representative/Steward's and the Employee's work responsibilities. If representative work cannot occur at a given time due to calls for service or given work demands, the supervisor shall allow it at the next available reasonable time. However, the ultimate right to an SSPBA Representative shall not be denied.
- E. The SSPBA recognizes its responsibility to represent the interests of all bargaining unit employees with respect to bargaining and disputes related to this Agreement, personnel policies and working conditions, without discrimination and without regard to union membership. Nothing in this Agreement is intended to prevent the SSPBA from providing additional membership benefits to SSPBA dues paying members.

### **Section 9.7: Official Time for Representative Work**

Reasonable official time shall be granted to the SSPBA's Representatives/Stewards for the purpose of representing the concerns of bargaining unit employees, including representing the bargaining unit by bargaining with the County, handling labor-management disputes, representing an

employee in a disciplinary matter, or investigating, processing, and assisting in the settlement of grievances filed by bargaining unit employees. Time spent in the processing of grievances shall be limited to a reasonable amount. Time spent on matters representing bargaining unit employees shall not be subtracted from the time bank in Section 9.8. In cases where off-duty SSPBA Representatives/Stewards are requested to assist in a representational matter required by the CBO, they will be compensated for official time at the applicable rate (i.e., overtime or other appropriate rate) for actual hours worked. This will only apply if there are no other SSPBA Representatives or SSPBA Stewards available within a reasonable period of time.

#### **Section 9.8: SSPBA Time Bank**

The SSPBA President and his designated representative(s) shall have available a bank of 750 hours maximum per fiscal year to conduct SSPBA business (including but not limited to attending, preparing for, or traveling to meetings, training, conventions, or seminars) which is not covered by or in excess of that which is provided for in Section 9.7 or elsewhere in this Agreement. Once such leave is exceeded, annual leave, compensatory leave, or leave without pay may be used by the SSPBA President and/or designee for such purposes. *De minimis* actions (less than 15 minutes) will not be required to be logged or be counted against the time bank. This time bank shall replace the pre-bargaining 240-hour administrative leave bank.

#### **Section 9.9: Full-time Positions**

- A. The President of Fairfax County Chapter of the SSPBA (“SSPBA President”) shall be granted a full-time position out of the Administrative Support Bureau to conduct SSPBA business but shall remain on the payroll of the Department for the purposes of performing full-time duties as President of the Fairfax Chapter of the SSPBA. During such special assignment, the President shall continue to accumulate seniority and shall receive all benefits as if he/she were fully on duty including, but not limited to, pension accruals and fringe benefits.
- B. One additional officer, chosen by the SSPBA President, shall be granted a full-time special assignment in the Administrative Support Bureau to assist the SSPBA President in performing his or her duties (including performing representative functions such as assisting with grievances and disciplinary matters). The same conditions granted above to the President of SSPBA shall be extended to this officer.
- C. If the SSPBA President is absent from normal duties on approved leave for a period of more than three 3 consecutive days, the SSPBA President may designate in writing to the County an SSPBA Board Member or Representative who shall act as SSPBA President and/or who shall fulfill other duties in their absence.

#### **Section 9.10: Communications**

- A. The County shall allow the SSPBA access to four bulletin/display boards, marked “SSPBA”, at the headquarters building and at least one bulletin/display board at any Department facility with three or more employees. Bulletin/display boards will be located on each floor at the

agreement of the SSPBA and the Department in locations reasonably viewable by bargaining unit employees but not viewable by the general public.

- B. The Police Department shall allow SSPBA access to post information on the digital platform/intranet that the Police Department uses to send information to the bargaining unit employees (currently “BlueNet”), in accordance with Section 9.10.A.
- C. The bulletin/display boards and digital platforms used by the SSPBA can include the following notices:
  - 1. Recreation and social affairs of the SSPBA;
  - 2. Bargaining unit meetings or social events;
  - 3. Bargaining unit or SSPBA Elections;
  - 4. Reports of bargaining unit committees;
  - 5. Rulings or policies of the State or National Association;
  - 6. Proposed or enacted legislation and Judicial Decisions Affecting Public Employee Labor Relations; and
  - 7. Chapter updates.
- D. Materials posted on the bulletin boards shall be limited to SSPBA postings of interest to employees. With the exception of postings related to internal SSPBA elections, no political postings, or candidate endorsements shall be posted. All postings shall comply with the Standards of Conduct set out in County Personnel Regulations, Chapter 16 (Addendum Number 1). The SSPBA agrees to promptly remove any material in violation of this Section upon notification by County Management.
- E. Access to Email, Mailboxes, and Interoffice Mail. The SSPBA shall be allowed to communicate with employees by utilizing work email, employee mailboxes, or via interoffice mail.
- F. The County shall allow the SSPBA to use available rooms in the HQ or other Department facilities any time such is not in official use, in accordance with the facility reservation policy (such as going through the online reservation system or contacting the appropriate administrator at the location).

#### **Section 9.11: Quarterly List and New Hires**

Every quarter, the County shall provide a list of all bargaining unit employees to the SSPBA. The County shall also notify the SSPBA of all new bargaining unit hires within ten days of hire.

#### **Section 9.12. Use of County Property**

Employees are permitted to use their work devices to send and receive communications related to representative work including collective bargaining, grievances, concerns regarding subjects of bargaining, and representing officers in disciplinary matters, to the extent that it does not interfere with the employee’s work duties.

**Section 9.13. Meeting with New Hires**

- A. In accordance with CBO Sec. 3-10-11(f), members of the Executive Board and SSPBA Representatives shall be permitted to meet with newly hired employees, without charge to the pay or leave time of any of the employees, for a period of 30 minutes, within 30 calendar days from the date of hire during new employee orientations or at individual or group meetings if there is no orientation. The Department shall provide ten days written notice to SSPBA in accordance with CBO Sec. 3-10-11(f).
- B. The SSPBA shall also be permitted to meet with an academy class within the final 30 days of the Academy for a period not to exceed one hour.
- C. The SSPBA is the only labor organization to have formal access to the recruits and pre-Academy recruits absent SSPBA’s written permission.

**Article 10: Check-Off and Dues Deduction**

**Section 10.1: Dues Deduction**

The County shall deduct regular SSPBA dues each pay period from the pay of each employee covered by the agreement, provided that at the time of such deduction there is in the possession of the County a current unrevoked written authorization, executed by the employee.

**Section 10.2: Processing of Dues Deductions**

The County shall begin deductions in the amount prescribed by SSPBA (including any dues, fees or assessments permitted by law) in the first full payroll period after receipt of written authorization from SSPBA. The County agrees to deduct, once each biweekly paycheck, amounts certified to be current by the President or Secretary of SSPBA from the pay of those employees who individually request in writing that such deductions be made. There will be a reasonable processing fee (which is currently \$0.25 per employee per pay period) set by the County paid by each employee in connection with transmission for dues deduction. Such fee will be the same as the fee charged to any other labor organization/union per employee per pay period for this service. The County shall provide 60 days of notice and the opportunity for SSPBA to comment on any proposed rate change.

**Section 10.3: Revocation**

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

**Section 10.4: Errors in Deductions**

If the County makes an overpayment to the SSPBA, the County will deduct that amount from the next remittance to the SSPBA. If the County inadvertently makes a deduction from an employee who has not authorized said deduction or who has revoked said authorization in accordance with Section 10.3, the SSPBA agrees to refund said deduction to the affected employee.

#### **Section 10.5: Other Dues Deductions**

Pursuant to CBO Sec. 3-10-11(g), the County shall not deduct dues from employee paychecks for any other labor organization except for voluntary membership dues payments expressly requested by the employee in writing and after the employee has been advised by the County that such dues are not being transmitted to the exclusive bargaining agent for their bargaining unit.

#### **Section 10.6: Indemnification**

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

### **Article 11: Copies of Agreement**

Within 30 days of ratification of this Agreement, the County, at its cost, shall provide and distribute to the SSPBA one official, signed, hard copy of this Agreement, including all Appendices.

The County will make the Agreement available electronically on the County’s intranet after the approval process as set forth in CBO Sec. 3-10-13.

## **DISPUTE RESOLUTION AND ARBITRATION**

### **Article 12: Alternative Dispute Resolution**

#### **Section 12.1: Alternative Dispute Resolution Services**

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

(including allegations of discrimination, harassment, and/or retaliation), and threats of future harm to self or others.

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

## **Section 12.2: Confidentiality and ADR**

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

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

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

## **Article 13: Dispute Resolution Procedures Under the Contract**

### **Section 13.1: Purpose and Coverage**

The purpose of the dispute resolution procedure is to provide a fair, detailed process whereby merit employees covered under this Agreement, the SSPBA, and the County are entitled to file and seek resolution of disputes under the provisions of this negotiated dispute resolution procedure. The objective is to improve employee management relations through a prompt and fair method of resolving disputes.

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

1. The administration or interpretation of the terms of this Agreement, including discipline issued pursuant to Article 18 of this Agreement; the County's Personnel Regulations; or any written policy affecting the terms and conditions of bargaining unit members' employment.
2. An action by the County or by SSPBA that contradicts the language of this Agreement.

B. To the extent a Dispute also meets the definition of a “grievance” under Va. Code § 15.2-1507, the employee must elect to file their Dispute under only one of the following:

1. The County’s grievance procedure, as outlined in County Personnel Regulations Chapter 17 and General Order 311, Grievances, dated September 7, 2022;
2. General Order 310, Discipline and Appeals, as revised and to be released no later than July 1, 2024; or
3. The procedures outlined in this Article.

An employee’s initial election and decision to file a Dispute shall be binding and irrevocable. This election shall be made in writing by Step 2. That is, when an employee elects to pursue a Dispute remedy under this Article, the employee is waiving any right the employee may have to pursue the matter under General Order 310 or Chapter 17 of the Personnel Regulations. Nothing in this Article is intended to or shall diminish any rights of Employees under the Law-Enforcement Officers Procedural Guarantee Act, Va. Code § 9.1-500 et seq.

### **Section 13.2: Policy**

It is the policy of the County to review all Disputes of County employees and to resolve them fairly and promptly. Every attempt will be made to resolve Disputes at the lowest level of supervision.

Merit bargaining unit employees covered under this agreement have the right to exercise all rights guaranteed by this Article such as to file grievances or disputes, appear as witnesses in grievance, dispute and arbitration hearings, obtain documents relevant to their grievance or dispute /arbitration hearing, compel witnesses subject to this process to appear as witnesses in grievance or dispute/arbitration hearings, question and cross-examine witnesses, and fully utilize this procedure without fear of harassment, retaliation, discrimination, or reprisal.

### **Section 13.3: Disputes Initiated by the SSPBA or the County**

Any Dispute filed by the County will be filed directly at Step 3 of the procedure below and will be submitted in writing to the SSPBA President or designee. When the SSPBA itself files the Dispute, it will utilize the dispute procedures in this Article except that it will initiate its Dispute at Step 2 within 20 business days of the date the employee(s) knew or should have known of the facts giving rise to the Dispute.

### **Section 13.4: General Provisions and Procedural Compliance**

A. Calculating deadlines

1. The term “business day” as used in this Article shall mean any Monday through Friday that is not a County holiday.
2. The term “calendar day” as used in this Article shall mean any day, including Saturday, Sunday, or a County holiday. If a deadline falls on a Saturday, Sunday, or County holiday, the deadline shall be automatically extended to the next day that is not a Saturday, Sunday, or County holiday.



- B. Meetings required by this Article between the employee and a supervisor or manager are to be face-to-face unless the parties agree to a virtual meeting(s) in writing.
- C. At each step of the procedure established by this Article, the filing party shall provide the following in writing on the appropriate Dispute Form available from the Department of Human Resources:
  - 1. A statement of the facts surrounding the Dispute, including the date of the alleged event(s) giving rise to the Dispute;
  - 2. The provision(s) of this Agreement, the County Personnel Regulations, or any written policy allegedly violated;
  - 3. A statement of the actions or inactions being challenged and the reasons why the filing party contends that they were improper or inappropriate;
  - 4. The remedy sought; and
  - 5. The extent to which the filing party has sought an informal settlement of the Dispute if applicable.
- D. Following the filing of the Dispute Form – Second Step to initiate Step 2 of the procedure established by this Article, a filing party should not generally supplement their Dispute by identifying additional actions or inactions being disputed; provided, however, that a filing party may supplement their Dispute at Step 3 or 4 by stating reasons why he/she contends the actions or inactions being disputed were improper or inappropriate which are not set out in the Dispute Form filed to initiate Step 2 where the filing party first learns of such additional reasons during Step 2 or after. Allegations of retaliation for filing a Dispute may be included by the filing party as an addendum to the original Dispute at any point in the process.
- E. Provision of Requested Remedy: A Dispute shall become moot and shall be dismissed whenever the respondent agrees to and provides the remedial action requested by the filing party in the Dispute Form – Second Step.
- F. Extension of Time Periods: Time periods for filing a Dispute may be extended by written agreement between the filing party and the respective decisionmaker for the County responsible for responding to the Dispute. Failure of the SSPBA or an employee to appeal a Dispute within the specified time limits from the date of receipt of the County's response will result in the Dispute being resolved based upon the County's last written response. Failure of the County to respond within the specified time limits may be treated by the SSPBA or an employee as a denial of the Dispute at the applicable step, and the SSPBA or an employee may invoke the next step in the procedure. Only the SSPBA and the County may appeal a Step 3 decision to Step 4 arbitration. At Step 4, the arbitrator may, with good cause, extend the time periods applicable to Step 4.
- G. Separation from Employment: A Dispute initiated prior to the filing party's separation from employment with the County may, at the filing party's option, continue to be processed through the Dispute procedure. An employee who has resigned may not file a Dispute challenging their separation from County employment.

- H. Distribution of Notices and Findings: Copies of the notices and decision at each step of the Dispute procedure will be furnished to the filing party, the filing party's representative (if any), the Chief (or designee), and the County Labor Relations Division at [hrlaborrelations@fairfaxcounty.gov](mailto:hrlaborrelations@fairfaxcounty.gov) . Distribution shall be by personal service or email to the filing party's email address as designated on the appropriate Dispute Form.
- I. Reasonable official time during working hours will be allowed for employees and recognized SSPBA Representatives or SSPBA Stewards to present Disputes, including attendance at meetings with County or Departmental officials, so long as such time does not interfere with Departmental operations. Whenever possible, Disputes will be handled during the regularly scheduled work hours of the parties involved. Step 4 hearings will usually be held during County regular business hours.

### **Section 13.5: Procedures and Dispute Steps**

#### ***Step 1: Discussion with Immediate Supervisor and Written Response***

A Dispute must be initiated in writing within 20 business days of the date the employee knew or should have known of the facts giving rise to the Dispute. Many employee complaints can be resolved informally through communication between the employee and their immediate supervisor (or designee). Accordingly, an employee desiring to initiate a Dispute shall, within the 20-day period set out above, initiate the Dispute with their immediate supervisor or designee using the Step 1 Dispute Form. The supervisor shall address the Dispute and shall respond in writing within five business days after the discussion. If the Dispute involves two or more employees, it may be presented with not more than three aggrieved employees present. No resolution reached as a result of the Step 1 meeting or discussion shall be a precedent for any purpose. The SSPBA's withdrawal of a dispute at Step 1 shall be in writing.

#### ***Step 2: Written Appeal to Bureau Commander or Deputy Chief***

If the Dispute is not resolved after the first step meeting, the employee shall reduce the complaint to writing on the Step 2 Dispute Form and submit to their Bureau Commander and Deputy Chief. The employee shall also send a copy of the Step 2 Dispute Form to the County Labor Relations Division at [hrlaborrelations@fairfaxcounty.gov](mailto:hrlaborrelations@fairfaxcounty.gov). The Dispute Form shall be delivered by the employee to the assigned commander hearing the second step appeal within five business days of the first step meeting or the supervisor's reply, if given at a later date. The assigned commander shall meet with the employee within five business days of receipt of the Step 2 Dispute Form. A written reply by the assigned commander shall be made to the employee, with a copy to the SSPBA, within five business days following the meeting. Any settlement or withdrawal of a Dispute at Step 2 shall not be a precedent for any purpose.

#### ***Step 3: Written Appeal to Chief of Police, Meeting and Written Response***

If the Dispute is not resolved at Step 2, the filing party may appeal the Dispute to Step 3 by filing a Dispute Form – Third Step with the Chief of Police within five business days of the receipt of the supervisor's Step 2 response. The Dispute Form may be submitted to the Chief via email to [FCPDAppealsandGrievances@fairfaxcounty.gov](mailto:FCPDAppealsandGrievances@fairfaxcounty.gov) with a copy to the County Labor Relations

Division at [hrlaborrelations@fairfaxcounty.gov](mailto:hrlaborrelations@fairfaxcounty.gov). A meeting shall be held involving the Chief (or designee) and the filing party at a mutually agreeable time within five business days of the Chief's receipt of the Complaint Form. In the event the Chief elects a designee to perform this function, that designee shall not be from the direct line of supervision of the filing party. The Chief of Police retains ultimate responsibility for the Step 3 decision and the written response. The Chief (or designee) shall provide a written response to the filing party within five business days of the meeting. Any settlement or withdrawal of a Dispute at Step 3 shall not be a precedent for any purpose, unless the parties specifically agree or develop an agreement to dispose of future similar or related Disputes.

The parties to the Dispute may by mutual agreement waive Step 1 and/or Step 2 and their meetings, however the initial written dispute form cannot be waived. Upon written request from the filing party to the Department head, County management shall waive the first and second step Dispute meetings in cases of termination, suspension, or demotion.

#### ***Step 4: Hearing before Arbitrator***

If the Dispute is not resolved at Step 3, SSPBA may take the Dispute to Step 4 and a final determination in accordance with the provisions in the next section. Only the County or SSPBA shall have the ability to appeal a Dispute to Arbitration.

#### **Section 13.6: Step 4 Arbitration**

- A. SSPBA shall initiate Step 4 by filing an appropriate request in writing to the County DHR Labor Relations Division within 14 calendar days after receipt of the Step 3 decision. This request shall contain SSPBA's election of arbitration (if eligible). Requests should be sent to the County Labor Relations Division at [hrlaborrelations@fairfaxcounty.gov](mailto:hrlaborrelations@fairfaxcounty.gov).
- B. **Selecting an Arbitrator.** A request for arbitration shall be submitted within the specified time limit for appeal. If a Dispute is submitted to arbitration, the arbitrator will be selected from a standing panel composed of persons agreed upon by the parties using a strikethrough method. The SSPBA and the County will each initially submit 12 names for the panel. The final panel will consist of 12 panel members and will be comprised only of members of the National Academy of Arbitrators. At least 60 days prior to the expiration of this Agreement, one or both parties may provide written notice to the other that it no longer consents to retaining a particular member(s) of the arbitration panel. The parties shall fill the panel vacancy by mutual consent. Panel members cannot be removed if they are actively involved in an arbitration. All arbitrators shall serve for the term of this Agreement and shall continue to serve for up to six months thereafter, unless the parties otherwise mutually agree.

In order to avoid loss of available hearing time, alternate cases should be scheduled to be heard in the event of late settlement or withdrawal of Disputes before a hearing. In the case of disciplinary or adverse actions, up to three cases should be scheduled. In the case of contractual disputes, up to five cases should be scheduled. The number of cases scheduled is done by mutual agreement. If all the cases are not able to be completed at the arbitration hearing, they should be scheduled with the next available arbitrator at the earliest available date. If a case

cannot be completed on the date of hearing, then a continuance date shall be scheduled with the same arbitrator at the earliest possible date.

In the event that either party withdraws a case less than five business days prior to the scheduled arbitration date, and the parties are unable to agree on scheduling another case on that date, the party withdrawing the case shall pay the full costs of the arbitrator for that date if no cases are scheduled to be heard. In the event that the parties settle a case or either party withdraws a case five or more business days prior to the scheduled arbitration date, the alternate case on the appropriate arbitration list shall be scheduled. If the parties settle a case less than five business days prior to the scheduled arbitration date and are unable to agree to schedule another case, the parties shall equally share the costs of the arbitrator for that date.

All disputes appealed to arbitration will be placed on the pending arbitration list in the order in which appealed. The County, in consultation with the SSPBA, will be responsible for maintaining appropriate dockets of disputes (discipline and contract), as appealed, and for administrative functions necessary to ensure efficient scheduling and hearing of cases by arbitrators. The County will establish a numbering system for Disputes that are received at Step 2, and such number will identify the dispute at Step 2 through Arbitration. The arbitrators shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties.

The arbitrator in any given case should render an award no later than 45 days of the close of the record in the case.

#### **C. Step 4 Hearing Procedures**

1. The County and the filing party may have a representative of their choice present.
2. Powers of Step 4 Decisionmaker. The Arbitrator shall have no authority to amend, add to, or subtract from the provisions of this Agreement, the County Code, the County's Personnel Regulations, or any written policy affecting the terms and conditions of bargaining unit members' employment.. The arbitrator shall have no power to award fees, costs, expenses, or damages, including attorneys' fees.
3. The decision of the arbitrator shall be considered an award pursuant to the Virginia Uniform Arbitration Act. The arbitrator's decision shall be final and binding on all parties, except as provided for in Virginia Code §§ 8.01-581.010 and 8.01-581.011.
4. Either party may petition the Fairfax County Circuit Court for an order requiring implementation of the hearing decision in accordance with this Article and applicable law.
5. The arbitrator shall set a mutually agreeable time and date for a hearing as soon as the arbitrator can reasonably be available. The parties may offer any relevant evidence at

the hearing and shall produce such additional evidence as the arbitrator may deem necessary for understanding and determining the Dispute. The arbitrator shall be the judge as to the relevance and materiality of the evidence offered. All evidence shall be taken in the presence of the arbitrator and both parties. There shall be no communication by the filing party or the County with the arbitrator outside of the hearing (*ex parte* communication), except as may be otherwise provided for in the procedures in this Article. The arbitrator shall render a decision in writing no later than 45 calendar days after the arbitrator has declared the hearing record closed.

6. Unless otherwise agreed to by the parties in writing, a witness and exhibit list must be exchanged electronically between the parties and provided electronically to the arbitrator at least ten business days prior to the scheduled hearing. The non-filing party to the Dispute shall be required to raise any procedural and/or arbitrability defenses no later than 30 days prior to the scheduled arbitration hearing.
7. If either party requests a prehearing conference, and the arbitrator deems one appropriate, the arbitrator shall hold a conference call prior to the hearing date with the parties and/or representatives to resolve any prehearing issues.
8. The moving party shall proceed first in Step 4 hearings. The County shall be considered as the moving party in Disputes appealing disciplinary action taken by the County. In all other cases, the filing party shall be considered to be the moving party. For purposes of this Article, the County shall be considered the moving party and bear the burden of proof by preponderance when an employee challenges an unsatisfactory service separation.
9. In Disputes involving discipline, the County shall have the burden to establish, by a preponderance of the evidence, that the employee committed the alleged misconduct or violated the alleged standard(s). When the County has established that the employee committed the alleged misconduct or violated the alleged standard(s), the filing party has the burden to show by a preponderance of the evidence that the level of discipline imposed was unreasonable or improper under this Agreement and the applicable County standards.
10. When the filing party challenges matters allowed by this Article other than discipline, the filing party shall have the burden of proof by preponderance of the evidence.

### **Section 13.7. Documentation Relating to a Dispute**

- A. When initiating a dispute, and after initiation, an employee may request from the County documents directly related to the actions or omissions challenged in a Dispute, provided that the scope of the request is reasonable and in proportion to the matter in Dispute. Any dispute over the non-release of documents can be brought up at each step of the dispute resolution procedure.

- B. Absent just cause, all documents relating to the management actions or omissions in a Dispute shall be made available by the County, upon request from a party to the dispute. Once a dispute has been initiated, an employee's request for documents directly relating to their dispute, pursuant to the Freedom of Information Act ("FOIA"), shall also be treated by the agency as a request for documents under the dispute procedure, provided that the employee indicate in the FOIA request that there is a related dispute pending. Upon receipt of such a request, a party shall have a duty to search its records to ensure that, absent just cause, all such directly relevant documents are provided. All such documents must be provided within ten business days of receipt of the request. If it is not possible to provide the requested documents within the ten-business day period, the party must, within ten business days of receiving the request, explain in writing why such a response is not possible, and produce the documents no later than 15 business days from the receipt of the document request. In discipline cases, relevant documents that may be sought by the filing party include the administrative investigation and related documents for the employee for the present disciplinary matter and any other discipline of that employee.
- C. If responsive documents are withheld due to a claim of irrelevance and/or just cause ("just cause" may include, but is not limited to, undue burden and legal privilege), the withholding party must provide the requesting party with a written explanation of each claim, no later than ten business day from the receipt of the document request. If a document does not exist, the requesting party shall be informed of its nonexistence. The party requesting the documents has the option of demanding, in writing, that the dispute resolution process temporarily halt until the documents are provided. (An employee's demand shall be presented to the County's Human Resources Office or the current member of management with whom the dispute is pending (for example, a step-respondent).)
- D. In disciplinary cases, employees will be provided investigative summaries that are sufficient to apprise them of any sustained violations and the factual basis for those violations. The Department may redact information when necessary to protect the privacy of the individuals not personally involved in the dispute. A party shall not be required to create a document if the document does not exist. The party requesting the documents may be charged a reasonable amount not to exceed the actual cost to retrieve and duplicate the documents.
- E. If a party's document request is denied by the County prior to the appointment of a Step 4 Decisionmaker, then the requesting party may seek relief from the Deputy County Executive for Safety and Security. A copy of the party's document request dispute must also be sent to the County Labor Relations Division at [hrlaborrelations@fairfaxcounty.gov](mailto:hrlaborrelations@fairfaxcounty.gov). The denial may also be appealed at Step 4, in which case the Step 4 Decisionmaker may require the documents to be provided in advance of the Step 4 hearing.

### **Section 13.8: Costs and Fees**

With respect to Step 4 arbitration, the fees and expenses of any person called by the filing party as a witness shall be the sole responsibility of the filing party. However, at any arbitration, any time spent by bargaining unit employees serving as witnesses or representatives shall be without loss of pay or leave. All expenses involved in the arbitration proceedings (i.e., arbitrator fees and



arbitrator hearing transcripts) shall be equally shared between both parties, unless indicated otherwise in this Agreement. Except as set forth above, the parties shall bear their own fees and costs and the arbitrator will not be permitted to render an award of fees to either party.

### **Section 13.9: Exclusions**

The SSPBA or employees may not file Disputes over the items listed in County Personnel Regulations Chapter 17.3-3 and 17.4, last revised July 1, 2021, except that written reprimands may be disputed. In addition, as set forth in Article 4 of this Agreement, probationary employees do not have access to the procedures set forth in this Article.

## **GENERAL EMPLOYMENT PROVISIONS**

### **Article 14: Personnel Files**

#### **Section 14.1: Employee Access**

An employee shall have access to their personnel files. Personnel files include files kept about an employee by the County (the official personnel file), the Department, or a supervisor. Employees shall have the right to obtain copies of the materials in their individual personnel files. Personnel files may be electronic or hard copy, but both may be accessed by the employee. An employee may schedule an appointment with the appropriate record holder at the convenience of the parties, but the County shall not unreasonably restrict employees from access. A delay of more than five business days shall be considered unreasonable absent extenuating circumstances. Hiring background investigation files are not subject to review by employees except when required by applicable law.

Personnel files shall not be released to individuals outside of the County without the employee's consent, unless required by applicable law.

#### **Section 14.2: Rebuttals**

An employee may elect to submit a rebuttal, if desired, to any contents of their official personnel file or their Department file.

### **Article 15: Promotions**

#### **Section 15.1: Applicable SOP**

The Department's competitive processes for promotions and lateral transfers for bargaining unit employees will be governed by SOP 04-007, Competitive Processes for Promotions and Lateral Transfers, dated September 22, 2022, except as modified below.

## **Section 15.2: Administration of Promotional Processes**

- A. The Administrative Support Bureau (“ASB”) shall be responsible for staffing each Test Development Committee with subject matter experts (“SME”), to include one SSPBA member designated by the SSPBA President and assigning a Committee chairperson. SMEs are identified and selected by the Committee chairperson. SMEs must be serving in the current or higher rank of the target promotional rank. SMEs are responsible for providing expertise to develop test content. Department of Human Resources (“DHR”) project staff shall be responsible for performing relevancy reviews of applicable job analysis information and for developing examination materials.
- B. **Examination.** All relevant study materials for promotional examinations shall be made available to employees at least 60 days prior to the written examination. The study material scope and content shall be locked at this time.
- C. **Selection.** Upon completion of the examination process and in accordance with County Personnel Regulations, Chapter 5, candidates who meet or exceed the passing score or standard will be placed on an eligibility list that is either numerically ranked or banded with categories approved by the ASB Commander. The County shall establish each eligibility list for promotions no later than 20 business days after the issuance of any final appeal decisions.

## **Article 16: Department Transfers and Administration of Non-Promotional Processes**

### **Section 16.1: Vacancy Announcement Protocols**

Position vacancy announcements are not always necessary since lateral transfers may be conducted without the use of a selection process. Whenever a process is conducted, the position announcement shall be provided to the Human Resources Division Director (the “DHR Director”) at least two weeks prior to advertisement to allow adequate review time prior to distribution. If the vacancy is to be advertised only for personnel within the respective station/division, the announcement shall be made through the division/station commander. If the vacancy is to be advertised Department-wide, then the announcement shall be made through the division/station commander through a command staff memorandum and on the Department’s BlueNET website. Vacancy announcements shall include the following sections:

- 1. **Duties.** This section shall include a comprehensive description of the job duties as provided in the current position description. Prior to the announcement being made, the DHR Director will provide the requesting commander/supervisor with the position description currently listed for the position, along with the job class specifications. The commander/supervisor shall make any revisions or updates to the position description and return it to the director. If there are any suggested changes to the job class specifications, these should be forwarded to the DHR Director, who will discuss the changes with the DHR staff.
- 2. **Eligibility Qualifications.** This section shall describe who is eligible to apply for the position, including rank and/or position title, and any work, educational, or certification



requirements. Eligibility requirements for each position vacancy shall be determined by the bureau commander of the entity where the vacancy exists and reviewed by the DHR Director. New patrol Sergeants are required to complete one year as a district station patrol Sergeant before a transfer request to a specialty unit can be honored. This policy may be waived only by the Chief of Police based on the needs of the Department on a case-by-case basis.

3. **Selection Procedure.** This section shall describe the selection procedure chosen by the commander of the entity where the vacancy exists.
4. **References Used for the Selection Process.** This optional section of the announcement may include a comprehensive listing of all published materials used in the development of the selection process if applicable.
5. **Eligibility List.** This section shall describe the announcement and duration of the eligibility list. A brief explanation should be provided on whether candidates will be placed on an eligibility list that is numerically ranked or banded.
6. **Closing Date.** This section shall establish the date, time, and location that all applications for the position should be submitted. All position vacancies for which a process is to be conducted shall be announced via command staff memorandum and on the Department's BlueNET at least 14 calendar days prior to the established closing date. Applications received after the closing date and time shall not be accepted. Any exception will be made by the Chief of Police or their designee.

With the approval of the DHR Director, commanders conducting a process for a position vacancy may extend the closing date beyond the originally established deadline, if the number or quality of applicants who have applied do not meet the requirements of the position. An extension of the deadline must be for a minimum of 14 calendar days and must be announced via a command staff memorandum and on the Department's BlueNET. Any changes to criteria for a position vacancy that have already been announced must be approved by the DHR Director. The position, with the new criteria, must be re-announced via command staff memorandum and posted on the Department's BlueNET for a minimum of 14 calendar days. All candidates for lateral transfers shall be vetted through and be deemed free of any potential disciplinary violations that might negate their eligibility for transfer, by the Internal Affairs Bureau.

### **Section 16.2: Process Development**

Commanders responsible for developing the lateral transfer process should identify any skills, competencies, and behaviors required for the position, then develop job-related, open-ended questions based on position competencies. Behavioral-based questions that request specific examples of past job behaviors are recommended. Depending upon the type of position to be filled, the following knowledge, skills and abilities may be considered in the development of the selection process:

1. **Knowledge of the position to be filled.** The knowledge of the position description and organization in which the position is assigned, to include FCPD General Orders, Standard Operating Procedures, laws and regulations, policies, and procedures.
2. **Oral Communication Ability.** The ability to understand and respond meaningfully to the spoken word and organize ideas in order to present them orally in an effective manner.

3. **Supervisory Knowledge and Ability.** Where applicable to the position, knowledge of the techniques and practices of police supervision and the ability to supervise. This includes assigning work to subordinates, inspecting and reviewing work for quality and quantity, evaluating and rating the work performance of subordinates, making supervisory decisions, maintaining proper professional relationships with subordinates, establishing and maintaining communications with subordinates, evaluating the need for training of subordinates and providing that training, determining the need for disciplinary action, and counseling subordinates in personal or work-related matters.
4. **Written Communication Ability.** The ability to communicate effectively in writing, convey ideas in a logical and understandable manner, and compose acceptable letters, reports, and other narrative documents with correct grammar and spelling.
5. **Selection Process Exercises.** Selection process exercises shall be developed under the direction of the supervisor and/or division/station commander to which the position is assigned. It is recommended that a workgroup comprised of employees familiar with the duties and responsibilities of the position be used to develop the process exercises. For each of the exercises developed, a list of expected effective actions should also be developed to guide scoring by the selection panel members.
6. **Review of Selection Process Exercises.** Once completed, the exercises shall be reviewed by the respective station/division commander. The DHR Director shall also review the selection process to ensure compliance with this procedure, personnel rules and regulations, and applicable Virginia and federal laws.

### **Section 16.3: Selection**

The administration of the selection process shall include the following:

1. **Candidate Notifications.** The date, time, and location as well as any other specific information for the exercises will be specified in the job announcement or disseminated through specific memoranda or other appropriate written communication to the candidates. This information will be provided to all of the candidates as soon as possible to ensure prompt notification.
2. **Panel Members.** Panels should consist of at least three SMEs approved by the station/division commander. Panel members shall include persons who are at a higher organizational level or rank than the position to be filled and who are knowledgeable about the job. There may be instances where it is desirable to include some panel member(s) who are at the same level. For example, during the selection of a supervisor position or when filling a team member position, managers may want the input of other team members in making the hiring decision. If the position often interacts with certain customers or members of the public, it may be desirable to have those customers/organizations represented on the panel. Similarly, if the candidate list includes departmental retirees, it may be desirable to include a panel member from another organization for an outside perspective on candidates' performances. Panel members shall meet prior to the start of the selection process to review the overall process, the daily agenda, position requirements, and the list of candidates. Panel members should be aware that the purpose of the selection process is to obtain a fair and accurate assessment of a candidate's knowledge, skills, and abilities. This is accomplished by raters being attentive and impartial throughout the

process. Panel members should rate each candidate's response separately; however, they may discuss the ratings as a group and resolve any significant differences during the rating process. Panel members are not obligated to change their ratings. Ratings shall be recorded on the scoring sheet for each candidate. Once a candidate's final score is determined on the scoring sheet, it shall not be altered or changed without the approval of the Human Resources Division Director.

3. **Establishment of an Eligibility List.** An eligibility list will be established after the selection process and will remain in effect until the expiration date, or until the list is deemed exhausted by the division commander responsible for the position. Candidates may be placed on an eligibility list that is numerically ranked or banded, with categories approved by the DHR Director. When filling a vacant position from a banded eligibility list, commanders may select a candidate from any of the categories, even if there are still additional candidates in a higher category. The selection of individuals from a lower category must be articulable and should include the needs of the position as they correlate to the selected candidate knowledge, skills, and abilities. Prior to candidates' notification, the DHR Director will review the results to ensure proper scoring and placement of candidates. Candidates shall be notified in writing of their standing on the list.
4. The SSPBA shall be informed in writing of transfers of all sworn officers within the Department as soon as practicable prior to the release of any transfer list.
5. For all non-disciplinary, non-process transfers, employees shall be given at least one pay period of notice before being reassigned unless waived by the employee.

#### **Section 16.4: General**

The provisions of this Article shall be administered in accordance with County Personnel Regulations, Chapters 5 – 8, as in effect on May 16, 2023.

### **Article 17: Internal Investigative Procedures**

#### **Section 17.1: Investigation Policy and Authority**

The Police Department's internal investigations are governed by General Order 301, Internal Investigations, dated May 4, 2022, to the extent not inconsistent with this Agreement. The Police Chief and the Department's Internal Affairs Bureau ("IAB") reporting directly to the Chief shall be the only authority authorized by the County to conduct administrative investigations for bargaining unit employees (except under a proper OHREP or Internal Audit Office fraud audit). Nothing in this Article shall preclude the parties from resolving Disputes as outlined in Article 13 of this Agreement.

#### **Section 17.2: Compelled Statements**

When a bargaining unit employee is the subject of a criminal investigation, the employee shall not be compelled to make a statement until the criminal investigation has concluded (meaning the investigation has been reviewed by the Office of the Commonwealth's Attorney and a determination has been made not to prosecute or any prosecution has been concluded) unless the employee requests, in writing, to proceed with the administrative investigation. Only the Internal Affairs Bureau or the Chief shall have the power to compel statements by bargaining unit employees. The County will, at a minimum, afford bargaining unit employees all protections

required by law, such as but not limited to, the rights recognized in *Garrity v. New Jersey* and its progeny.

### **Section 17.3: Confidentiality Orders**

When placed under a confidentiality order, the employee shall retain the right to discuss the matter with their SSPBA steward or the SSPBA President (or their designee in their absence). Nothing precludes the employee from speaking to their own legal counsel, notwithstanding any confidentiality order. Should an SSPBA representative attend a discussion or interview, such representative shall be required by FCPD to sign a confidentiality order. Nothing in this Article shall be interpreted to confer the right on bargaining unit employees to have an attorney present during any step of the process outlined in this Article.

Confidentiality orders shall be considered rescinded once final discipline has been issued, unless stated otherwise. If the employee is exonerated or there is no discipline issued, the employee shall be notified as soon as practicable when the investigation is complete, at which time the confidentiality order shall be considered rescinded.

### **Section. 17.4: Alternative Work Status**

If an employee is reassigned, or placed on restricted duty, modified restricted duty, or administrative leave, due to an investigation, the Department shall endeavor to provide the employee with an update when the Administrative Investigation closes and at each step in the review process. Should the alternative work status exceed 180 days, the Department shall provide a detailed written explanation of the reason for the extended time frame along with a projected time frame the alternative work status or investigation will continue.

### **Section. 17.5: Interviewee Protections and Representation**

1. Employees who are the subject of the investigation have a right to representation by SSPBA in any Administrative Investigation. Prior to commencing the first formal discussion of any Administrative Investigation, the employee shall be provided with the Notice of Right to Union Representation Form.
2. In critical incidents, involved employees shall be afforded representation unless or until they have expressly disclaimed representation.
3. An assigned SSPBA Steward shall be permitted to be present for any interview conducted by the IAB if requested by the employee and to review any evidence or exhibits provided to the interviewee.
4. IAB interviews shall be audio recorded or audio/video recorded. The interviewee is entitled to a copy of their own transcript upon their written request. The interviewee may share their transcript with an assigned SSPBA Representative/Steward and/or their attorney, if applicable.
5. The interviewee and their SSPBA Representative/Steward shall be allowed to meet privately before an interview. Additionally, the interviewee and the SSPBA Representative/Steward may request to take reasonable breaks during the interview to speak privately, unless there is a pending question. If a question is pending, the interviewee

needs to respond to the question first, after which the SSPBA Representative/Steward and interviewee may take a break. These private meetings shall not be recorded or observed by the County. The interviewer may not require the interviewee to disclose what was discussed during the break, however, if the interviewee changes an answer, the interviewer may ask why the interviewee changed their answer.

6. SSPBA Representatives/Stewards will not be allowed to answer questions for the employee or direct the employee not to answer any question unless the questioning is in violation of law, this Agreement, or County policies. SSPBA Representatives/Stewards may ask the interviewer to clarify a question that is being asked. Neither employees nor SSPBA Representatives/Stewards shall be permitted to take notes.

### **Article 18: Discipline**

Employee discipline shall be governed in accordance with General Order 310, as revised and to be released no later than July 1, 2024. Only the Chief, commanders, or supervisors as indicated in General Order 310 may issue discipline to police bargaining unit employees. Nothing in this Article shall preclude a respondent from making appropriate determinations as outlined in the County's grievance procedures or in the Dispute Resolution procedures established in this Agreement.

### **Article 19: Relief from Duty and Criminal Investigations**

- A. The Department shall exercise its power to relieve employees of duty pursuant to the Department's current procedures in General Order 302, Relief of Duty, dated May 4, 2022, to the extent that General Order is not inconsistent with this Agreement.
- B. The Department shall exercise its power to investigate criminal allegations against a bargaining unit employee subject to the Department's current procedures in General Order 303, Criminal Investigations of Department Employees, dated April 21, 2023, to the extent that General Order is not inconsistent with this Agreement.
- C. Any change to this Article shall be made in compliance with the process in Article 20 Rules and Regulations, or as required by a change in law.

### **Article 20: Rules and Regulations/Compliance and Working Conditions**

#### **Section 20.1: Entire Agreement**

This instrument constitutes the entire Agreement as between the County and SSPBA and may be amended only by mutual agreement which shall be reduced to writing and signed by the parties. During the term of this Agreement, and to the extent not inconsistent with this Agreement, and subject to the procedure outlined in section 20.2, to the extent they directly impact bargaining unit employees' terms and conditions of employment, including wages, salaries, benefits, working conditions, and hours and scheduling of work ("Bargainable Matters") the following written documents shall remain in effect: any written Policy, Rule, Regulation, or Procedural Memoranda

(excluding County Personnel Regulations, which are subject to a separate process), General Order, Command Staff Memoranda, or Standard Operating Procedure that was issued by FCPD or the County on or before July 1, 2024.

The documents listed above will be available electronically to all members of the bargaining unit. If a document listed above conflicts with a provision of this Agreement, the Agreement prevails except where the provision of the Agreement conflicts with applicable (a) federal law or regulation; (b) Virginia law or regulation; or (c) County ordinance.

### **Section 20.2: Changes to Bargainable Matters**

If the County desires to implement a change(s) to any of the above written documents and such change(s) directly impacts Bargainable Matters of bargaining unit employees, the County shall serve SSPBA with advanced notice of the proposed change(s) at least 14 business days prior to any proposed implementation date for such change(s). Upon request by SSPBA, the Parties shall bargain over the change(s), consistent with the CBO as it applies to bargaining unit employees. Should SSPBA fail to request to bargain over the change within ten business days of receipt of the advanced notice, the County can implement the proposed change without bargaining.

The provisions of this section shall not apply to any change in the above written documents that does not impact bargaining unit employees' Bargainable Matters.

Except as otherwise provided for in this Article, unless the parties reach agreement in bargaining on a provision that: (a) the County has agreed is negotiable or (b) the LRA has ruled is negotiable, the status quo shall remain until the matter can be fully bargained at the next round of bargaining authorized by the ordinance.

### **Section 20.3: Notices**

Each party shall, in writing, designate at least one representative to email notices as described in this Article.

### **Section 20.4: Other Processes**

Nothing in this Article shall forbid a party from utilizing other processes for grievance, arbitration, or prohibited practice charge to the extent applicable.

## **Article 21: Constant Standby and Vehicle Use for Officers on Standby and Callback**

### **Section 21.1: Applicable General Order**

When operating a take home vehicle, while on-call, standby, or callback employees will follow General Order 350, Standby and Take-Home Vehicles, dated January 9, 2023, except to the extent modified by this Agreement and the implementation of any recommendations from the working group established in this Article.

## **Section 21.2: Workgroup**

The parties agree to create a workgroup by January 1, 2024, to review General Order 350 and recommend any necessary changes. Members of the working group will consist of SSPBA and management representatives.

## **Article 22: Off-Duty Take Home Personal Patrol Vehicle Program**

The County agrees to create a workgroup by January 1, 2024, to investigate the off duty take home personal patrol vehicle program to include vehicle cost, maintenance cost, etc. Members of the working group will consist of SSPBA and management representatives.

## **Article 23: Body-Worn Cameras**

This Article adopts the FCPD's body-worn camera policy set forth in General Order 509, Body-Worn Camera and In-Car Video Systems, dated April 11, 2022, except as modified below:

When accidental and sensitive recordings occur, such as during an officer's use of a restroom or during a meal break, videos of bargaining unit employees shall be restricted upon request from an officer with a copy to their supervisor or upon request from a supervisor to the Manager of the Field Operations Support Section of ITB at [ITServiceDesk@fairfaxcounty.gov](mailto:ITServiceDesk@fairfaxcounty.gov). Accidental recordings classified as "No Evidentiary Value" shall be deleted 30 days after event or such time as is consistent with the Library of Virginia Records Retention and Disposition Schedule (General Schedule No. GS-17, Series Number 100796) then in effect.

If the body-worn camera ("BWC") footage BWC footage cannot be deleted, then accidental and sensitive portions of the BWC footage shall be obscured with redaction technology.

When not involved in official police business, employees may remove or disengage their BWC when conferring with legal counsel, Peer Support, SSPBA Representatives/Stewards, or engaging in other legally privileged conversations. If portions of BWC footage contain information covered by legal privilege, it shall be redacted from the footage prior to release outside of the Department.

## **Article 24: Training**

### **Section 24.1: Mandatory Training**

The Department shall continue to provide the proper mandated and in-service training to its employees which shall meet or exceed minimum training standards prescribed by the Commonwealth of Virginia Department of Criminal Justice Services ("DCJS"). The Department shall continue utilizing the standards set forth in SOP 13-050, Mandatory & Specialized Training, dated July 28, 2022.

### **Section 24.2: Voluntary Training**

Employees are encouraged to take advantage of training and educational opportunities needed to increase their efficiency in the performance of their duties and for possible advancement in the Department.

**Section 24.3: Cancellation of Training**

Mandatory in-service training or other training offered at the Academy shall not be denied or canceled without due cause.

**Section 24.4: Training Scheduling and Pay**

- A. An employee attending an approved training that is scheduled for less than a full day, shall be paid hour-for-hour. Employees who attend such training off-duty, are eligible for overtime.
- B. An employee attending an approved one-day, two-day, three-day, or four-day course that does not exceed 40 hours shall be able to record their normal regularly scheduled (non-overtime) hours for each day of training (“day-for-day”).
- C. An employee attending training of five days or more shall be permitted to record forty (40) hours or the actual amount of training hours, whichever is greater.

Nothing in this Agreement shall prohibit Department approval of overtime for training when the training hours exceed the employee’s regularly scheduled hours in a day or when operational need would otherwise inhibit an employee's access to training.

**Article 25: Seniority**

Seniority is determined for Department purposes, except as otherwise noted in County Personnel Regulations:

- 1. First by rank with the Department.
- 2. Second by continuous service within the rank with the Department. An employee just promoted has a lower seniority level than an employee of the same rank or grade with an earlier date of promotion. Prior service in another rank or grade within the Police Department, or prior service of any type with another County agency has no bearing on seniority within a given rank.
- 3. Third by total continuous service with the Department. If there is a break in service (voluntary or involuntary) the employee’s seniority suspends with the last payroll. Seniority resumes when the employee returns to work in a paid status in the same position.
- 4. Fourth by total continuous service with the County.

For the purposes of specialty teams, specialty teams can create their own specialty-specific seniority.



## **Article 26: Job Description/Classification/Reclassification**

- A. Employees shall have access to bargaining unit FCPD position descriptions and all County class specifications.
- B. Classification/reclassification of positions, position descriptions, and class specifications are exclusively management rights. For encumbered positions, classification/reclassification decisions and changes to position descriptions and updates to class specifications are subject to effects bargaining.
- C. The County or Department shall notify the SSPBA when any position held by a member of the bargaining unit is under a classification or reclassification review. The SSPBA shall be permitted to provide input during the review process.
- D. The County will share any changes to bargaining unit FCPD position descriptions or class specifications with the SSPBA at least ten business days prior to implementation of the changes made to position descriptions or class specifications. This does not remove the County's obligation to engage in effects bargaining.

## **Article 27: Evaluations**

Bargaining unit members will have access to any "360" evaluation tool implemented by the County.

## **Article 28: Release of Audio, Video, or Images of Fallen/Injured Officers**

- A. Out of respect for fallen officers and their families, when a police officer dies in the line of duty, the portions of any photograph(s), audio, or video in the custody and control of FCPD which directly depicts the officer's death shall be redacted prior to any release to the public, unless such redaction: (1) is waived by the officer's next of kin; or (2) is prohibited by law or court order. This Article in no way obligates the Chief of Police to release any video or images.
- B. FCPD has discretion within the bounds of the law with regard to release of audio, video, and images in the custody and control of FCPD. The FCPD, however, will endeavor not to release graphic photographs, audio, or video of any officer with life-threatening injuries incurred in the line of duty.

## **Article 29: Animal Protection Police Officers**

The current rules and regulations covering Animal Protection Police Officers ("APPOs") shall remain in effect except as modified by this Agreement.

### **Section 29.1: Animal Protection Police Labor Management Committee**

The County shall implement a Labor-Management sub-committee for Animal Protection (the "Animal Protection LMC") which shall be co-chaired by one SSPBA Representative who is also an APPO.

The Animal Protection Police LMC shall meet once a quarter, or as needed, in order to streamline communication between bargaining unit APPOs and County/ Department management.

**Section 29.2: Non-Standing Units/Special Assignments**

The Department shall allow qualified APPOs to apply for positions in non-standing units in the Department or special assignments as determined by the Department.

**Section 29.3: Changes to Animal Protection Police Positions**

In the event the County makes changes to the Animal Protection Police subject to the County's management rights, the parties shall engage in effects bargaining.

In the event the County chooses not to exercise management rights to make changes to the Animal Protection Police by January 1, 2025, SSPBA shall notify the County of its intent to bargain no later than January 15, 2025, regarding Article 29 of this Agreement. Negotiations shall be in accordance with Article 20 of this Agreement.

**Article 30: Canine Handlers**

**Section 30.1: Applicable SOP**

The Department shall continue utilizing the standards set forth for employees assigned to the Canine Section in Internal Canine Section SOP, dated July 15, 2022, unless otherwise provided in this Article. This Article also applies to any employee ("handler"), who is assigned a canine that performs a function or service for the Department. These canines include, but are not limited to: Police Service Dogs, Gun Dogs, EOD Dogs, Peer Support Dogs, Electronic Detection Dogs, and Narcotics Dogs.

Nothing in this Article prohibits the Department from providing benefits to canine handlers in addition to those provided below.

**Section 30.2: Compensation**

Canine handlers shall be compensated in addition to their regular hours for the care of their canines. Canine Handlers shall be compensated at a rate of one hour of overtime or compensatory time, if eligible for compensatory time, per dog, per day. This applies to both working days and days off.

In the event the canine is kenneled, the handler will receive compensation as described above, the day the dog is dropped off at the kennel and the day it is picked up.

If another handler or other employee is charged with caring for the canine while the primary handler is on leave, the primary officer and the caretaker must determine who will receive the daily compensation as described above, the day of the exchange.

**Section 30.3: Equipment**

Any employee assigned a canine shall be provided with the necessary equipment and supplies to care for the animal and perform their duties.

Additional supplies may be required depending on the assignment of the canine and handler. Any reasonable supplies or equipment that is needed for the canine and handler, as determined by the Department, to perform their duties or for the handler to provide care for their assigned canine shall be provided by the Department.

#### **Section 30.4: Veterinary Care**

The Department shall pay for veterinary care, medications, and other routine husbandry services and supplies as needed for the canine. The handler shall be compensated for the time spent at veterinary or other appointments for the canine.

#### **Section 30.5: Training**

The Department shall pay for the training and all training related expenses of Department canines unless provided for otherwise.

#### **Section 30.6: Retirement of Canine**

When the decision to retire a Department canine is made, the handler will be given the opportunity to adopt the dog. If the handler chooses not to adopt the dog, the offer will then go to other handlers within the section the canine is assigned. If no one in the section would like to adopt the dog, the offer will be extended to the rest of the Department.

In the event a handler leaves their assignment due to retirement, promotion, or transfer on good terms, they will be offered the opportunity to adopt their canine. If the dog is under the age of five at the time, compensation to the county for the dog will be factored on a case-by-case basis. This will be conducted via consultation with Division Commanders and the Section Supervisors.

The County shall provide for a thorough veterinary exam prior to the dog being officially adopted by an employee.

If the handler is either seriously injured or killed in the line of duty, the dog shall be offered to the family of the employee for adoption at no cost provided the family has the ability to properly care for the dog.

#### **Section 30.7: Peer Support Canine Program**

First responders witness and experience various types of traumatic events throughout their careers. Many of these events can have a negative impact on employees over time. Service dogs can play an essential role in assisting first responders and citizens in helping reduce the long-term effects of trauma.

The Department shall work with SSPBA to establish an official Peer Support Canine Program.

## HOURS OF WORK

### Article 31: Work Shifts and Schedules

#### **Section 31.1: Core Hours**

For the purposes of this Agreement, “core hours” shall be equivalent to “regularly scheduled hours” or “regularly scheduled workday” which is defined as the hours in a day an employee is scheduled to work at their regular hourly rate; provided such schedule is routine or known in advance.

#### **Section 31.2: Regular Work Period**

Regular work periods consist of 14 days and of regularly scheduled non-overtime hours for bargaining unit employees which vary from 80 hours to 87.5 hours, depending on assignment.

#### **Section 31.3: Hours of Work for Patrol**

The Department will negotiate with SSPBA prior to any changes being made to the patrol hours of work or schedule.

#### **Section 31.4: Hours of Work for Detectives**

Due to operational or administrative need and the various essential assignments of detective employees, many are required to work non-traditional, compressed, or flex time schedules based on operational necessity. Detectives in the Major Crimes Bureau will be assigned to work 80 hours in a pay period. Consistent with current practice, Detectives will work with their supervisor to schedule their core hours. Detectives will be assigned their core working hours based on seniority within their respective units. Detectives shall have the option of working 8, 9, or 10-hour days during the pay period with corresponding adjusted days off, with the approval of their supervisor. The Department will negotiate with SSPBA prior to any changes being made in Hours of Work or schedule for Detectives.

Nothing in this provision shall infringe on the Department’s ability to call Detectives in for critical events, call outs, or case specific overtime. A detective may request to work or adjust their core hours outside of the defined scope of this section with supervisory approval.

#### **Section 31.5: Hours of Work for Animal Protection Police Officers**

The Department will negotiate with SSPBA prior to any changes being made in the hours of work or schedule for APPOs.

#### **Section 31.6: Provisions Applicable to All Assignments**

- A. All days and hours of paid leave shall be treated as hours worked.
- B. The Department shall not vary or rearrange an employee's scheduled tour of duty hours to avoid the payment of overtime unless agreed to at the sole option of the employee. However, any overtime must be approved in advance by the employee's supervisor.
- C. The Department will negotiate with SSPBA prior to any changes being made in hours of work or schedule of other assignments.

### **Article 32: Emergency Staffing**

Emergency staffing shall be administered in accordance with SOP 04-017, Emergency Staffing Plan, dated October 1, 2010.

The SSPBA President or their designee, shall be provided periodic updates on staffing and expectations of returning to Level 1 staffing. Should Level 2 staffing or above be implemented longer than 180 days, and should the SSPBA submit a request to bargain, such request shall be limited to bargaining over new schedules.

### **Article 33: Meetings**

Employees will be compensated for meetings scheduled outside the employee's regularly scheduled hours as follows:

1. Employees attending in-person meetings for Department purposes are credited with a minimum of three hours, excluding travel time, regardless of the number of hours actually worked. If the employee is required to work more than three hours, the employee is compensated for each hour of meeting attendance or other required work.
2. Employees attending virtual meetings for Department purposes are credited with a minimum of one hour, regardless of the number of hours actually worked. If the employee is required to work more than one hour, the employee is compensated for each hour of meeting attendance or other required work.

## **WAGE PROVISIONS**

### **Article 34: Pay**

#### **Section 34.1: Changes to O-Plan**

Effective July 1, 2024, the County shall implement the following changes to the O-Plan (**Attachment A**). The O-Plan reflects a 3% increase to the pay scale and either a 2% Cost-of-Living-Adjustment ("COLA") or the funded Market Rate Adjustment ("MRA"), whichever is higher.

#### **Section 34.2: Additional Longevity Step**

In addition to the 15-, 20-, and 25-year longevity steps, the O-Plan shall have an additional 10-year longevity step (Step 10) inserted into the pay scale, increasing the total number of possible steps to 13.

**Section 34.3: Fiscal Year 2026**

FY 2026 shall consist of O-Plan FY 2025 with an additional increase of 2%, and either a 2% COLA or the funded MRA, whichever is higher. These increases will be effective on July 1, 2025.

**Section 34.4: Fiscal Year 2027**

FY 2027 shall consist of O-Plan FY 2026 with an additional 1% increase and either a 2% COLA or the funded MRA, whichever is higher. These increases will be effective on July 1, 2026.

**Section 34.5: Administration of O-Plan**

The O-Plan shall be administered in accordance with County Personnel Regulations Chapter 4, dated October 8, 2022, to the extent consistent with this Agreement.

**Section 34.6: COLA or MRA**

As described above, the County shall apply a 2% COLA to the scale each year the Agreement is in force beginning FY 2025. In the event that the County continues to fund an MRA for other County Employees that is higher than the 2% COLA, employees will receive the higher MRA instead of the 2% COLA.

**Article 35: Retention of Existing Compensation, et al.**

This Agreement provides for certain types of compensation, benefits, and working conditions captured in written policy. The Parties do not intend this Agreement to abrogate existing types of compensation, benefits, or working conditions captured in writing by an authorized County official currently enjoyed by bargaining unit members as of the effective date of this Agreement, unless expressly provided for in this Agreement.

**Article 36: Overtime and Compensatory Time**

Employees shall continue to receive pay in accordance with County Personnel Regulations and Policies and practices as of August 31, 2023, for overtime, compensatory time, court time, and call-back pay, but in no case shall such amount be less than as provided for in the following Articles or as required by law.

Employees have the option to receive overtime compensation in the form of compensatory time off (i.e., depending on overtime status, callback) with pay at the appropriate rate in lieu of paid overtime.

**Article 37: Acting Pay**

Acting pay will be administered in accordance with Personnel/Payroll Administration Policies and Procedures (“PPAPP”) 7, Acting Capacity Promotion, dated December 30, 2012, and Chapter 8 of the Personnel Regulations as of October 8, 2022.

A bargaining unit employee will receive temporary acting capacity promotion compensation (“acting capacity compensation”) when a bargaining unit employee is asked to temporarily assume and does assume the full duties as identified in the higher rank’s position description for a period of time not less than four calendar weeks (including any leave, days off, or other duties in the interim, so long as performance of the higher rank’s responsibilities persist).

Upon reaching the threshold of four calendar weeks, acting capacity compensation shall be administered retroactively to the date the employee first began assuming the duties of the higher rank, or, if in the middle of a pay period, the acting capacity compensation shall be effective at the beginning of the next pay period. Nothing will preclude the Department from implementing acting capacity compensation sooner when it is known at the onset or shortly thereafter that circumstances giving rise to the need for the employee to assume the higher rank’s position duties is for a period of four or more calendar weeks.

### **Article 38: Court Pay**

When an employee is in court during the employee’s regular scheduled work shift, the employee is paid the same as if the employee was performing any other assignment during that work time.

Employees who are required to report to court outside of their regularly scheduled hours will be compensated with “Court Overtime” O301. Employees are credited with a minimum of three hours, regardless of the number of hours actually worked. If the employee is required to work more than three hours, the employee is compensated for each hour of court attendance, excluding travel time. If an employee’s off duty court appearance is waived within 24 hours of said appearance, that employee will be compensated with one hour of O301 “Court Overtime.”

If an employee is required to report to court for court appearances beginning two or more hours before the regularly scheduled shift, the employee is entitled to three hours minimum.

### **Article 39: Call-Back Pay**

Call-back pay will be administered in accordance with GO 340, Non-Regular Employment, dated November 7, 2022, to the extent consistent with this Agreement.

An employee who is called back from off-duty to work an approved operation or Department assignment with 96 hours or less notice from approval and does in fact perform duties on behalf of the Department during their normal off-duty hours shall be compensated at the applicable overtime rate of pay and will be paid for a minimum of four hours regardless of the amount of time worked.

If an officer is eligible under both this Call-back Pay Article and another policy or Article (such as overtime or Court Pay), the employee will receive the higher level of pay or benefits.

### **Article 40: On Call**

If, outside of any sworn employee's scheduled work hours, an employee is required to restrict their travel and/or activity for any reason to remain available to work with the Department, or required to carry their county issued cell phone and be expected to respond to events within a reasonable time should the need arise, the employee shall be compensated with on call pay and shall be afforded a take home vehicle.

On-call employees will receive compensation as follows (in addition to callback for actually being called out):

1. one hour of **pay** or **compensatory time earned** for each scheduled workday on-call;
2. two hours of **pay** or **compensatory time earned** for each scheduled day off on-call; and
3. two hours of **pay** or **compensatory time earned** for holiday time off with pay on-call.

### **Article 41: Shift Differential**

Shift Differential shall be provided to bargaining unit employees for all regular hours worked during the listed time frames.

1. **\$1.06** additionally an hour shall be provided for any employee working four or more hours between **1300** to **1959** hours.
2. **\$1.56** additionally an hour shall be provided for any employee working four or more hours between **2000** to **0700** hours.

EXCEPTION: Employees who work a fixed or rotating shift of more than 12 hours are entitled to shift differential for hours worked between 1:00 p.m. and 7:00 a.m. as long as the hours are a part of the regular schedule, rather than overtime.

### **Article 42: Correcting Errors in Pay**

The Department's Payroll Section shall notify an employee in writing as soon as reasonably possible when an error in pay for a bargaining unit employee is discovered.

When an employee is underpaid as a result of a pay error, the employee will be paid the amount owed. Such repayment shall not be inconsistent with applicable Virginia or federal law.

When an employee is overpaid as a result of a pay error, the employee shall be responsible for reimbursing the County for the overpayment. Repayment shall be made over a period not to exceed four pay periods, such number of pay periods being at the choice of employee, unless, on a case-by-case basis, a longer repayment period is approved by County Payroll. The County shall provide the employee with a written advanced notice of the deduction with a recommended fixed rate and duration. If no election is made by the employee, County Payroll will determine the rate and duration of repayment.



### **Article 43: Retroactive Pay**

In the event that negotiations or implementation of any subsequent collective bargaining agreements last beyond the expiration of this Agreement, the parties will negotiate whether retroactive pay will apply.

### **Article 44: Detective Stipend**

Employees assigned to the role of detective shall earn a \$3.00 per hour stipend when actively assigned to the following units as a Detective, Detective Sergeant, or Detective Lieutenant. Employees in Supplemental detective positions shall receive the stipend only when actively assigned to the below units and when actively engaged in the operational performance of their respective unit.

Detective positions include those in the following bureaus or units:

- Crash Reconstruction Unit;
- Organized Crime and Intelligence Bureau;
- Major Crimes Bureau;
- Tyson's Urban Team;
- Personnel Resources Division; and
- any other detective positions authorized by the Chief of Police.

Hour for hour stipend compensation only applies when performing the duties of a Detective.

### **Article 45: Field Training Officer Compensation**

Employees who have been certified by the Virginia Department of Criminal Justice Services and the Academy as a Field Training Instructor ("FTI") shall receive a Field Training Stipend of \$6.00 per hour while they are assigned as a Primary FTI. If working as a Secondary FTI, the FTI will be paid during hours working with a trainee. As with other stipends, this stipend shall be applied in addition to any applicable overtime, call-back, court pay, shift differential, or other pay rates other than the standard rate of pay. The stipend rate shall not be multiplied by the applicable rates for the core hours (i.e., 1.5 times for overtime).

### **Article 46: Education Incentive Plan**

Any bargaining unit employee who has received or obtains a Bachelor's Degree, Master's Degree, or Doctorate Degree, from an accredited college or university, while employed at the FCPD, shall receive a one-step increase on the O-pay plan.

Proof of degrees must be submitted to the Police Department within six months of receiving such degrees or the implementation of this Agreement, whichever is later. Bargaining unit members

who receive a degree as outlined in this Article will receive a maximum of one step, even if other degrees are also obtained.

### **Article 47: Police Foreign Language Skill Stipend**

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

In addition to the County language stipend in PPAPP 52, employees who pass the language skill assessment as detailed in PPAPP 52, shall receive \$800.00 per calendar year. This stipend will be paid in equal installments each pay period and will be pro-rated based on the date the employee obtains the certification.

Those employees who receive the County and Department stipends are expected to comply with requests to utilize their language skill.

### **Article 48: Operational Hazard Stipend**

Officers assigned to the full time Tactical Team (“SWAT”) and Decentralized Tactical Team (“DSWAT”), full time and Supplemental Motors Squad, Tactical Flight Officers, Civil Disturbance Unit, Explosives Ordinance Disposal (“EOD”), Underwater Search and Rescue (“USR”), and the Canine Section will receive a \$3.00 hourly stipend when actively assigned to these units or, for supplemental team members, when actively engaged in the operational performance of their respective unit.

Hour for hour stipend compensation only applies when performing the duties of the respective units above.

### **Article 49: Pay During Emergencies and Inclement Weather**

When an emergency is declared in accordance with County Personnel Regulations, Chapter 10, Leave for Inclement Weather or Other Emergency, the following shall apply:

1. Members of the bargaining unit who are required to work in accordance with Personnel Regulation, Chapter 10, Leave for Inclement Weather or Other Emergency shall receive an additional payment of one times their regular hourly rate on an hour-for-hour basis in accordance with Chapter 4, Holiday/Emergency Administrative Leave, as of August 21, 2023, in addition to all other compensation due to them.
2. The County shall provide housing and per diem to employees required to respond to work in an emergency or inclement weather should they be unable to safely travel to their home after their shift.

### **Article 50: Daylight Savings**

Employees who work a shift that crosses over daylight saving time should code one hour of annual leave, compensatory leave or work an additional hour in the work period.

Employees who work a shift that crosses over the return to standard time are entitled to an additional hour of compensation for the additional hour they work.

## **HEALTH AND SAFETY PROVISIONS**

### **Article 51: Fitness Incentive Program**

#### **Section 51.1: Implementation of Fitness Incentive Program**

The Department shall implement a Fitness Incentive Program by July 1, 2024. This Fitness Incentive Program shall have readily accessible standards viewable by employees within the bargaining unit.

Standards of the program shall be developed by Wellfit staff with input from Department representatives and the SSPBA President or their designee. The FCPD and SSPBA shall meet and discuss the feasibility of adopting incentives for those who meet or exceed standards.

#### **Section 51.2: On-Duty Exercise**

The Department shall continue to afford employees the ability to exercise on-duty as currently permitted for the “Health and Wellness” program.

### **Article 52: Light Duty**

The Police Department shall maintain a **Light Duty Program** in accordance with General Order 331, Restricted Duty, dated August 1, 2023, for unit employees placed on restricted medical status (“light duty”). The Department may designate a Light Duty Coordinator (“LDC”) position for the purposes of coordinating this program.

The goals of the program are as follows:

1. To assist unit employees in the return to their full duty status and position within the Department;
2. To take consideration of the unit employee's skills and abilities within the limitations of their medical restrictions for light duty assignment.

The Department will share with SSPBA in advance its plan for a Light Duty Program and consider input from SSPBA on possible changes to the Program.

### **Article 53: Lactation**

Employees who require time to express breast milk shall do so in accordance with PM 39-02 Employment Policies and Procedures Relating to Pregnancy and Childbirth, dated July 1, 2020,

and applicable law. However, County policy applied to bargaining unit employees shall at a minimum provide as follows:

In an effort to support mothers working in law enforcement and to ensure compliance with federal law, the County shall provide reasonable paid break time for an employee to express breast milk for one year after the child's birth each time that employee has need to express the milk. The Department shall provide a place, other than a bathroom, that affords privacy and is free from intrusion from co-workers and the public, which may be used by an employee to express breast milk.

If any change in law, ordinance, or policy occurs in the duration of this Agreement that provide for greater protections, those protections shall also apply in addition to those described in this Article.

### **Article 54: Mental Health and Wellness Services**

The Department shall continue to maintain employee access to an array of employee support services, including but not limited to: the Peer Support Team, psychologists/clinicians, police Chaplaincy, and other County or contracted services.

These services shall be designed to help unit employees maintain their professional and personal mental health/wellness.

Access to these services shall also extend to family members of employees, retired employees, or family members of employees who have died in the line of duty.

The Department shall also continue to provide access to mental health services for bargaining unit employees, when such employees have been:

1. relieved of duty;
2. relieved of duty by IA;
3. separated from employment;
4. placed on administrative leave;
5. retired from the Department; or
6. placed on restricted duty or modified restricted duty.

These services shall continue for up to one month after separation or one month after the conclusion of any grievance process or appeal concerning the employee's separation, whichever is later.

The Department will consult with SSPBA regarding the options for services provided to bargaining unit employees.

Nothing in this Agreement shall prohibit the County or Department from providing additional services or benefits not named in this Agreement.

### **REIMBURSEMENTS AND ALLOWANCES**

## **Article 55: Uniform and Equipment Allowances**

### **Section 55.1: Generally**

The Department will provide for all initial issuance of uniforms and equipment, along with replacement of uniforms and mandatory equipment based on normal wear and tear of uniforms and equipment as determined by the employee's supervisor. Keeping with the current practice, employees will be provided an allowance for the cost of cleaning and upkeep of provided uniforms and equipment. The allowance shall be provided annually to employees in July of each year.

### **Section 55.2: Amount of Allowance**

The County will continue to provide a uniform allowance in accordance with its policy as of July 1, 2024 (\$600.00 for standard uniform allowance and an additional \$750.00 for detectives).

## **Article 56: Reimbursement for Property Damage**

The FCPD agrees to administer a procedure for reimbursement to employees for personal property damage that occurs during the course of their official duties or that is seized as evidence after a critical incident.

## **LEAVE PROVISIONS**

### **Article 57: FMLA and FMLA Education**

The County shall continue to provide online and in-person training to bargaining unit employees, regarding their rights and responsibilities under The Family Medical Leave Act (FMLA) and Fairfax County Paid Family Leave, and other applicable federal, Virginia, or County leave programs.

FMLA will be granted in accordance with applicable law.

### **Article 58: Holidays, Holiday Leave, and Holiday Pay**

Bargaining unit employees shall be compensated, either by holiday pay, holiday compensatory time, or holiday leave in accordance with County Personnel Regulations Chapters 4 and 10 and PPAPP 14B, Absence/Attendance Reporting for Law Enforcement Personnel as Defined in Personnel Regulations, Chapter 2, dated May 1, 2018, for the following holidays each year. Nothing in this Article shall prohibit compensation for additional holidays approved by the County Board of Supervisors or the County Executive.

New Year's Day  
Martin Luther King, Jr.'s Day  
George Washington's Day/Presidents' Day  
Memorial Day  
Juneteenth  
Independence Day

Labor Day  
Election Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day  
Inauguration Day (January 20, every fourth year)

Christmas Eve shall be considered a full day holiday for employees regularly scheduled or otherwise be required to work and for purposes of granting Holiday Leave.

When a holiday falls on an employee's scheduled day off, the employee shall, at the employee's discretion, be credited holiday compensatory time or be paid holiday pay not exceeding eight hours (four hours for a half-day holiday) at the employee's regular hourly rate of pay. If the employee has been approved to work on a scheduled day off which is also a holiday, the next section shall apply.

When a holiday falls on an employee's regularly scheduled workday:

The employee shall be granted holiday compensatory time or holiday pay, hour for hour, equivalent to the total number of hours the employee is working on a holiday (including, but not limited to: overtime hours, callback hours, held hours, etc.).

### **Article 59: Paid Leave Generally**

Other than as provided in this Agreement, paid leave for bargaining unit employees shall otherwise continue to be regulated in accordance with County Personnel Regulations Chapters 4 and 10 as of May 29, 2023, as well as any procedural memorandum issued by the DHR as of May 29, 2023. Bargaining unit employees shall be afforded at minimum the same leave benefits and offerings as other County employees for items not mentioned specifically in this article.

### **Article 60: Annual Leave**

Annual leave shall be credited in accordance with County Personnel Regulations Chapter 10.

### **Article 61: Sick Leave**

Employees may utilize sick leave in accordance with County Personnel Regulations Chapter 10.

### **Article 62: Injury Leave**

Any employee injured in the line of duty and placed on Injury Leave shall receive no loss in base pay while in this status. The County shall ensure the employee is compensated at their base rate, without use of the employees accrued paid leave, unless the injury leave is denied or it is

determined the employee must be debited accrued leave in conformance with County Personnel Regulations Chapter 10 and PPAPP 23, Injury Leave, dated February 24, 2021.

### **Article 63: Bereavement Leave**

Employees shall be provided bereavement leave. Employees are entitled to use no more than the equivalent of three regularly scheduled shifts of their “core hours” on an annual basis.

Use of bereavement leave shall not be denied based on a request for proof of loss before the bereavement leave is taken. The Department may request proof of death if there is suspicion of abuse.

### **Article 64: Volunteer Leave**

Employees shall be provided volunteer leave. Employees are entitled to use no more than the equivalent of two regularly scheduled shifts of their “Core Hours” on an annual basis.

Employees utilizing volunteer leave shall be permitted to utilize leave for the entirety of their regularly scheduled hours on the day of the volunteer activity, whether or not the actual volunteer activity occurs during the regularly scheduled hours.

### **Article 65: Administrative Leave**

Employees shall be granted administrative leave in lieu of adjusting their shift outside of regularly scheduled shift hours when they are required to comply with regulations regarding maximum hours worked, mandatory rest periods, or any other regulation required by the County. This provision does not apply when an employee voluntarily works overtime.

When a Department employee’s authority is suspended and they are temporarily relieved from performing the duties of their position and the Chief of Police or their designee does not temporarily assign the employee to other duties then administrative leave shall be granted to the employee.

### **Article 66: Compensatory Leave**

- A. Employees may accrue compensatory leave up to a maximum of 240 hours. In the event the County increases the maximum amount of compensatory leave for General County employees, bargaining unit members may accrue leave up to such increase.
- B. An employee who has accrued compensatory leave shall be permitted to use such time off with at least seven days of advanced notice unless it would unduly disrupt the operations of the agency.
- C. Employees may request to use compensatory leave with less than seven days of advanced notice. Such requests will be approved at the discretion of their supervisor and may be denied

where the absence would be unduly disruptive to the operational and safety needs of the Department. Pursuant to 29 CFR 553.25 “unduly disrupt” is defined as follows:

When an employer receives a request for compensatory time off, it shall be honored unless to do so would be “unduly disruptive” to the agency's operations. Mere inconvenience to the employer is an insufficient basis for denial of a request for compensatory time off. (See H. Rep. 99–331, p. 23.). For an agency to turn down a request from an employee for compensatory time off requires that it should reasonably and in good faith anticipate that it would impose an unreasonable burden on the agency's ability to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services.

### **Article 67: Military Leave and Pay**

- A. An employee who is required to serve in a military training or reserve program of the Armed Forces of the United States shall be entitled to Military Leave with pay as set forth below, provided they offer valid proof of such military service. A copy of such employee’s military orders must be submitted to the County by the employee. The employee shall be credited up to 21 workdays, the maximum allotted under Va. Code § 44-93, of Military Leave for these purposes. The amount of leave credited shall be increased to the maximum allowable amount under Va. Code § 44-93 and Va. Code § 44-204 should a legislative change occur during the duration of this Agreement.
- B. An employee who is required to perform emergency civilian or military duties, pursuant to an executive order issued by the President of the United States or other authorizing state authority, shall be granted leave in compliance with Chapter Ten of the Personnel Regulations and PPAPP 17, Military Leave, dated July 1, 2022, as well as federal and Virginia regulations.
- C. If the employee is utilizing unpaid leave for the military purposes described above and the employee’s base pay with the County is more than the employee’s military pay and allowances, the employee may elect to be paid the difference between the employee’s base pay rate and the employee’s military pay and allowances. To be eligible for the pay differential, bargaining unit members must elect this option in accordance with the County’s Military Pay Differential Program.
- D. In regard to other rights and benefits, employees are entitled to the same rights and benefits generally provided to other employees having similar seniority, status, and pay who are on a furlough or leave of absence. Employees may be required to pay the employee cost of such benefits to the extent that other employees similarly situated are required to do so.
- E. The employee shall furnish to the County a copy of the military orders calling the employee to active duty and include official verification of the military pay and allowances.

### **BENEFITS PROVISIONS**



## **Article 68: Benefits Generally**

Bargaining unit employees shall not be provided benefits that are inferior to other County personnel. If the County agrees to provide an increase in benefits to another bargaining unit, then the County shall also offer members of this bargaining unit the same increase in benefits. This parity of benefits will apply to all employee benefits, including, but not limited to: health insurance, dental and vision insurance, life insurance, long-term disability insurance, retirement benefits, and all types of leave.

See benefits eligibility chart, DHR Benefits Division for the definition of an “eligible employee.”

## **Article 69: Medical, Dental, and Vision Insurance**

### **Section 69.1**

The County shall continue to provide each eligible employee with the option to participate in the County's medical, dental, and vision insurance plans with the same plan design, premiums, and other terms and conditions as other County employees. The details of the current plans are available online in the Fairfax County Active Employee Benefit Guide,

### **Section 69.2**

The County shall contribute to each eligible employee's County medical, dental, and vision plan at the contribution percentages in effect as of May 31, 2023.

### **Section 69.3**

Relevant benefit information will be available via the County Intranet in advance of each annual Open Enrollment period.

### **Section 69.4**

The County shall offer a Flexible Spending Account (“FSA”) to eligible employees.

## **Article 70: Life Insurance**

The County shall continue to provide eligible employees with the option to participate in the County's life insurance and accidental death and dismemberment insurance (“AD&D”) plans under the same terms and conditions as all other eligible employees. The County shall continue to offer basic life insurance at the level of at least one time the employee's salary (rounded up to the nearest thousand) at no cost to the employee.

The County shall continue to provide an option for eligible employees to obtain supplemental employee life insurance and AD&D with employees making 100% of the contribution. The County may amend the structure of such plans from time to time. The County will present any change(s)

to the SSPBA prior to implementation. Eligible employees will be provided information via the County Intranet in advance of each annual Open Enrollment period.

### **Article 71: Insurance Committee**

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

### **Article 72: Disability Benefits**

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

### **Article 73: Selection Advisory Committee**

One bargaining unit member will be invited to serve on the Selection Advisory Committees when the County distributes Request for Proposals ("RFP") related to County Benefit Plans (specific RFPs for medical plans, HSA, FSA, Medicare Advantage plans, dental plans, vision plans, Group Life Insurance, LTD, and deferred compensation plan recordkeeper).

### **Article 74: Retirement and Pension Generally**

#### **Section 74.1: Retirement and Pension Benefits**

- A. Except as provided for in Section 74.2 of this Article, all retirement and pension benefits will remain the same except as modified with the agreement of the parties or as established in this Agreement.
- B. The County will be able to make changes to the retirement and pension plans when required by applicable law or regulation. In addition, the County can make administrative changes, such as changing third-party vendors, at the County's discretion.

#### **Section 74.2: Purchase of Up to 4 Years of Prior Law Enforcement or Active-Duty Military Service**

- A. Subject to the recommendation of the Board of Trustees for the Fairfax County Police Officers Retirement System ("PORS") and the Board of Trustees for the Fairfax County Uniformed Retirement System ("URS") (collectively, the "Systems"), and subsequent approval by the Board of Supervisors, the County agrees to amend the respective ordinances for the for the

PORS and URS, effective once approved by the necessary parties, but no later than July 1, 2024, to provide that any member in active service who is a sworn member of the Fairfax County Police Department may purchase service credit for: (1) service as a full-time sworn employee of another federal, state, or local government law enforcement agency in the United States or of a private university located in the United States; and (2) prior active-duty military service in the armed forces of the United States, provided that the discharge from a period of active-duty status with the armed forces was not dishonorable. For purposes of this Article, such amendment shall be referred to as the “Amendment.”

- B. Under the Amendment, no member in service shall be allowed to purchase more than a total of four years of service credit. Nor shall any member in service be allowed to purchase service credit included in the calculation of any retirement allowance received or to be received by the member from the PORS or URS, as applicable, or other retirement system, or if there is a balance in a defined contribution account that serves as a primary retirement account related to such service, except as otherwise required by Chapter 1223 of Title 10 of the United States Code, as amended. The Amendment shall also provide that service credit purchased pursuant to its provisions shall apply to the calculation of the member’s retirement allowance and the calculation of the member’s retirement eligibility but shall not apply to the vesting requirements of the PORS or URS, as applicable.
- C. Service credit purchased pursuant to part (1) of the Amendment shall be credited to the member in accordance with the PORS or URS ordinance, as applicable. In addition, a member shall be eligible to purchase service credit pursuant to part (1) of the Amendment to make up any difference between to the total amount of service credit earned while serving as a full-time sworn employee of another federal, state, or local government law enforcement agency in the United States or of a private university located in the United States (“total prior service credit”) and the amount of portability service credit (as defined in the PORS or URS ordinance, as applicable) the member is allowed to purchase from the PORS or URS, as applicable, under any agreement concerning reciprocal asset transfer and/or pension portability between the County and the Virginia Retirement System (“VRS”) or any other political subdivision of the Commonwealth of Virginia. In other words, nothing in this Amendment shall preclude a member from porting their applicable time and purchasing service credit for a combined total of not more than four years.
- D. Service credit purchased pursuant to part (2) of the Amendment shall be credited to a member only for each full month of service, as indicated on the member’s DD-214 submitted to the Fairfax County Retirement Administration Agency (“RAA”).
- E. For purposes of the Amendment, “active-duty military service” shall mean full-time service of at least 180 consecutive days in the United States Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard, or reserve components thereof (including the National Guard). “State” shall include the District of Columbia and any territory of the United States. “Local government” shall mean any political subdivision of the Commonwealth of Virginia or another state.

F. The Amendment shall allow the member to make payment for covered service credits in a lump sum at the time of purchase, through the transfer of funds from another retirement account, as permitted by and consistent with federal and state law, or by a payment plan with a maximum duration of 48 months, or any combination thereof. Regardless of the method of payment, the member shall be responsible for paying the full costs of the service credits, including any increase in cost due to the timing of payments. In addition, any member who chooses a payment plan shall enter into a contract with the RAA, which shall be responsible for calculating the total cost of the purchase, including any applicable interest. The contract shall provide that, in the event the member terminates the payment plan prior to making full payment, the member shall only be credited service credits equivalent to the total amount of the payments made prior to the termination.

## **MISCELLANEOUS PROVISIONS**

### **Article 75: Savings and Legality Clause**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to negotiate a substitute to the unlawful, unenforceable, or otherwise invalid provision.

### **Article 76: Duration**

This Agreement shall become effective on July 1, 2024, in accordance with CBO Sec. 3-10-13 and shall continue in full force and effect through June 30, 2027.

This Agreement shall be automatically renewed from year to year after June 30, 2027. Either Party may notify the other in writing no later than March 1, 2026 (or March 1 of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify, or amend this Agreement. However, the provisions of this Agreement shall continue in effect following the expiration of its term until superseded by a new agreement or the parties mutually agree to terminate the Agreement.

Nothing in this Article shall preclude designated Articles from taking effect earlier if agreed by the parties or expressly provided for in an individual Article.

### **Article 77: Legal Defense and Representation**

A. The County will defend and indemnify bargaining unit employees at or above the level currently enjoyed by employees and defined by Fairfax County Board of Supervisors Indemnification Resolution dated September 22, 1997 (Indemnification and Representation of Officers and Employees).

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

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be subscribed below by their duly authorized officers and representatives on this 29 day of December, 2023.


Fairfax County, Virginia



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Bryan Hill  
County Executive

Fairfax County Chapter of the Southern States  
Police Benevolent Association



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Steve Monahan, PFC  
SSPBA Chapter President

## ATTACHMENT A

Pay Scales

COMPENSATION PLAN - FY 2025  
PAY PLAN - O

PAY GRADE	Ranks	RATE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
O16		ANNUAL	62,651.89	65,784.78	69,074.10	72,527.52	76,154.21	79,961.65	83,960.03	88,157.68	92,565.62	97,194.24	102,053.54	107,155.98	112,513.86
		BIWEEKLY	2,409.69	2,530.18	2,656.70	2,789.52	2,929.01	3,075.45	3,229.23	3,390.68	3,560.22	3,738.24	3,925.14	4,121.39	4,327.46
		HOURLY	30.1211	31.6273	33.2087	34.8690	36.6126	38.4431	40.3654	42.3835	44.5027	46.7280	49.0642	51.5174	54.0932
O17	Animal Protection Police Officer	ANNUAL	65,784.78	69,074.10	72,527.52	76,154.21	79,961.65	83,960.03	88,157.68	92,565.62	97,194.24	102,053.54	107,156.19	112,514.27	118,140.05
		BIWEEKLY	2,530.18	2,656.70	2,789.52	2,929.01	3,075.45	3,229.23	3,390.68	3,560.22	3,738.24	3,925.14	4,121.39	4,327.47	4,543.85
		HOURLY	31.6273	33.2087	34.8690	36.6126	38.4431	40.3654	42.3835	44.5027	46.7280	49.0642	51.5174	54.0934	56.7981
O18	Police Officer Master Animal Protection Police Officer	ANNUAL	69,074.10	72,527.52	76,154.21	79,961.65	83,960.03	88,157.68	92,565.62	97,194.24	102,053.54	107,156.19	112,514.06	118,140.05	124,047.04
		BIWEEKLY	2,656.70	2,789.52	2,929.01	3,075.45	3,229.23	3,390.68	3,560.22	3,738.24	3,925.14	4,121.39	4,327.46	4,543.85	4,771.04
		HOURLY	33.2087	34.8690	36.6126	38.4431	40.3654	42.3835	44.5027	46.7280	49.0642	51.5174	54.0933	56.7981	59.6380
O19	Master Police Officer	ANNUAL	72,527.52	76,154.21	79,961.65	83,960.03	88,157.68	92,565.62	97,194.24	102,053.54	107,156.19	112,514.06	118,140.05	124,046.83	130,249.18
		BIWEEKLY	2,789.52	2,929.01	3,075.45	3,229.23	3,390.68	3,560.22	3,738.24	3,925.14	4,121.39	4,327.46	4,543.85	4,771.03	5,009.58
		HOURLY	34.8690	36.6126	38.4431	40.3654	42.3835	44.5027	46.7280	49.0642	51.5174	54.0933	56.7981	59.6379	62.6198
O20	Animal Protection Police Sergeant	ANNUAL	76,154.21	79,961.65	83,960.03	88,157.68	92,565.62	97,194.24	102,053.54	107,156.19	112,514.06	118,140.05	124,046.83	130,249.18	136,761.66
		BIWEEKLY	2,929.01	3,075.45	3,229.23	3,390.68	3,560.22	3,738.24	3,925.14	4,121.39	4,327.46	4,543.85	4,771.03	5,009.58	5,260.06
		HOURLY	36.6126	38.4431	40.3654	42.3835	44.5027	46.7280	49.0642	51.5174	54.0933	56.7981	59.6379	62.6198	65.7508
O21	Animal Protection Police 2nd Lieutenant	ANNUAL	79,961.65	83,960.03	88,157.68	92,565.62	97,194.24	102,053.54	107,156.19	112,514.06	118,140.05	124,046.83	130,248.77	136,761.25	143,599.25
		BIWEEKLY	3,075.45	3,229.23	3,390.68	3,560.22	3,738.24	3,925.14	4,121.39	4,327.46	4,543.85	4,771.03	5,009.57	5,260.05	5,523.05
		HOURLY	38.4431	40.3654	42.3835	44.5027	46.7280	49.0642	51.5174	54.0933	56.7981	59.6379	62.6196	65.7506	69.0381
O22	Police Sergeant (Police 2nd Lieutenant)	ANNUAL	83,960.03	88,157.68	92,565.62	97,194.24	102,053.54	107,156.19	112,514.06	118,140.05	124,046.83	130,248.77	136,761.25	143,599.46	150,779.41
		BIWEEKLY	3,229.23	3,390.68	3,560.22	3,738.24	3,925.14	4,121.39	4,327.46	4,543.85	4,771.03	5,009.57	5,260.05	5,523.06	5,799.21
		HOURLY	40.3654	42.3835	44.5027	46.7280	49.0642	51.5174	54.0933	56.7981	59.6379	62.6196	65.7506	69.0382	72.4901
O23		ANNUAL	88,157.68	92,565.62	97,194.24	102,053.54	107,156.19	112,514.06	118,140.05	124,046.83	130,248.77	136,761.25	143,599.46	150,779.41	158,318.37
		BIWEEKLY	3,390.68	3,560.22	3,738.24	3,925.14	4,121.39	4,327.46	4,543.85	4,771.03	5,009.57	5,260.05	5,523.06	5,799.21	6,089.17
		HOURLY	42.3835	44.5027	46.7280	49.0642	51.5174	54.0933	56.7981	59.6379	62.6196	65.7506	69.0382	72.4901	76.1146
O24		ANNUAL	92,565.62	97,194.24	102,053.54	107,156.19	112,514.06	118,140.05	124,046.83	130,248.77	136,761.25	143,599.46	150,779.20	158,318.16	166,234.02
		BIWEEKLY	3,560.22	3,738.24	3,925.14	4,121.39	4,327.46	4,543.85	4,771.03	5,009.57	5,260.05	5,523.06	5,799.20	6,089.16	6,393.62
		HOURLY	44.5027	46.7280	49.0642	51.5174	54.0933	56.7981	59.6379	62.6196	65.7506	69.0382	72.4900	76.1145	79.9202



COMPENSATION PLAN - FY 2025  
PAY PLAN - O

PAY GRADE	Ranks	RATE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
O25		ANNUAL	97,194.24	102,053.54	107,156.19	112,514.06	118,140.05	124,046.83	130,248.77	136,761.25	143,599.46	150,779.20	158,318.16	166,234.22	174,545.90
		BIWEEKLY	3,738.24	3,925.14	4,121.39	4,327.46	4,543.85	4,771.03	5,009.57	5,260.05	5,523.06	5,799.20	6,089.16	6,393.62	6,713.30
		HOURLY	46.7280	49.0642	51.5174	54.0933	56.7981	59.6379	62.6196	65.7506	69.0382	72.4900	76.1145	79.9203	83.9163
O26	Police Lieutenant	ANNUAL	102,053.54	107,156.19	112,514.06	118,140.05	124,046.83	130,248.77	136,761.25	143,599.46	150,779.20	158,318.16	166,234.22	174,545.90	183,273.17
		BIWEEKLY	3,925.14	4,121.39	4,327.46	4,543.85	4,771.03	5,009.57	5,260.05	5,523.06	5,799.20	6,089.16	6,393.62	6,713.30	7,048.97
		HOURLY	49.0642	51.5174	54.0933	56.7981	59.6379	62.6196	65.7506	69.0382	72.4900	76.1145	79.9203	83.9163	88.1121
O27		ANNUAL	107,156.19	112,514.06	118,140.05	124,046.83	130,248.77	136,761.25	143,599.46	150,779.20	158,318.16	166,234.22	174,545.90	183,273.17	192,436.82
		BIWEEKLY	4,121.39	4,327.46	4,543.85	4,771.03	5,009.57	5,260.05	5,523.06	5,799.20	6,089.16	6,393.62	6,713.30	7,048.97	7,401.42
		HOURLY	51.5174	54.0933	56.7981	59.6379	62.6196	65.7506	69.0382	72.4900	76.1145	79.9203	83.9163	88.1121	92.5177
O28		ANNUAL	112,514.06	118,140.05	124,046.83	130,248.77	136,761.25	143,599.46	150,779.20	158,318.16	166,234.22	174,545.90	183,273.17	192,436.82	202,058.69
		BIWEEKLY	4,327.46	4,543.85	4,771.03	5,009.57	5,260.05	5,523.06	5,799.20	6,089.16	6,393.62	6,713.30	7,048.97	7,401.42	7,771.49
		HOURLY	54.0933	56.7981	59.6379	62.6196	65.7506	69.0382	72.4900	76.1145	79.9203	83.9163	88.1121	92.5177	97.1436
O29	Police Captain	ANNUAL	118,140.05	124,046.83	130,248.77	136,761.25	143,599.46	150,779.20	158,318.16	166,234.22	174,545.90	183,273.17	192,436.82	202,058.69	212,161.66
		BIWEEKLY	4,543.85	4,771.03	5,009.57	5,260.05	5,523.06	5,799.20	6,089.16	6,393.62	6,713.30	7,048.97	7,401.42	7,771.49	8,160.06
		HOURLY	56.7981	59.6379	62.6196	65.7506	69.0382	72.4900	76.1145	79.9203	83.9163	88.1121	92.5177	97.1436	102.0008
O30		ANNUAL	124,046.83	130,248.77	136,761.25	143,599.46	150,779.20	158,318.16	166,234.22	174,545.90	183,273.17	192,436.82	202,058.69	212,161.66	222,769.66
		BIWEEKLY	4,771.03	5,009.57	5,260.05	5,523.06	5,799.20	6,089.16	6,393.62	6,713.30	7,048.97	7,401.42	7,771.49	8,160.06	8,568.06
		HOURLY	59.6379	62.6196	65.7506	69.0382	72.4900	76.1145	79.9203	83.9163	88.1121	92.5177	97.1436	102.0008	107.1008
O31	Police Major	ANNUAL	130,248.77	136,761.25	143,599.46	150,779.20	158,318.16	166,234.22	174,545.90	183,273.17	192,436.82	202,058.69	212,161.66	222,769.87	233,908.27
		BIWEEKLY	5,009.57	5,260.05	5,523.06	5,799.20	6,089.16	6,393.62	6,713.30	7,048.97	7,401.42	7,771.49	8,160.06	8,568.07	8,996.47
		HOURLY	62.6196	65.7506	69.0382	72.4900	76.1145	79.9203	83.9163	88.1121	92.5177	97.1436	102.0008	107.1009	112.4559
O32		ANNUAL	136,761.25	143,599.46	150,779.20	158,318.16	166,234.22	174,545.90	183,273.17	192,436.82	202,058.69	212,161.66	222,769.87	233,908.48	245,603.90
		BIWEEKLY	5,260.05	5,523.06	5,799.20	6,089.16	6,393.62	6,713.30	7,048.97	7,401.42	7,771.49	8,160.06	8,568.07	8,996.48	9,446.30
		HOURLY	65.7506	69.0382	72.4900	76.1145	79.9203	83.9163	88.1121	92.5177	97.1436	102.0008	107.1009	112.4560	118.0788
O33	Deputy Chief of Police	ANNUAL	143,599.46	150,779.20	158,318.16	166,234.22	174,545.90	183,273.17	192,436.82	202,058.69	212,161.66	222,769.87	233,908.27	245,603.49	257,883.60
		BIWEEKLY	5,523.06	5,799.20	6,089.16	6,393.62	6,713.30	7,048.97	7,401.42	7,771.49	8,160.06	8,568.07	8,996.47	9,446.29	9,918.60
		HOURLY	69.0382	72.4900	76.1145	79.9203	83.9163	88.1121	92.5177	97.1436	102.0008	107.1009	112.4559	118.0786	123.9825

COMPENSATION PLAN - FY 2026  
PAY PLAN - O

PAY GRADE	Ranks	RATE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
O16		ANNUAL	65,183.04	68,442.40	71,864.62	75,457.62	79,230.74	83,192.10	87,352.10	91,719.26	96,305.25	101,120.86	106,176.51	111,485.09	117,059.49
		BIWEEKLY	2,507.04	2,632.40	2,764.02	2,902.22	3,047.34	3,199.70	3,359.70	3,527.66	3,704.05	3,889.26	4,083.71	4,287.90	4,502.29
		HOURLY	31.3380	32.9050	34.5503	36.2777	38.0917	39.9962	41.9962	44.0958	46.3006	48.6158	51.0464	53.5986	56.2786
O17	Animal Protection Police Officer	ANNUAL	68,442.40	71,864.62	75,457.62	79,230.74	83,192.10	87,352.10	91,719.26	96,305.25	101,120.86	106,176.51	111,485.30	117,059.90	122,912.82
		BIWEEKLY	2,632.40	2,764.02	2,902.22	3,047.34	3,199.70	3,359.70	3,527.66	3,704.05	3,889.26	4,083.71	4,287.90	4,502.30	4,727.42
		HOURLY	32.9050	34.5503	36.2777	38.0917	39.9962	41.9962	44.0958	46.3006	48.6158	51.0464	53.5987	56.2788	59.0927
O18	Police Officer	ANNUAL	71,864.62	75,457.62	79,230.74	83,192.10	87,352.10	91,719.26	96,305.25	101,120.86	106,176.51	111,485.30	117,059.70	122,912.82	129,058.59
	Master Animal Protection Police Officer	BIWEEKLY	2,764.02	2,902.22	3,047.34	3,199.70	3,359.70	3,527.66	3,704.05	3,889.26	4,083.71	4,287.90	4,502.30	4,727.42	4,963.79
		HOURLY	34.5503	36.2777	38.0917	39.9962	41.9962	44.0958	46.3006	48.6158	51.0464	53.5987	56.2787	59.0927	62.0474
O19	Master Police Officer	ANNUAL	75,457.62	79,230.74	83,192.10	87,352.10	91,719.26	96,305.25	101,120.86	106,176.51	111,485.30	117,059.70	122,912.82	129,058.38	135,511.17
		BIWEEKLY	2,902.22	3,047.34	3,199.70	3,359.70	3,527.66	3,704.05	3,889.26	4,083.71	4,287.90	4,502.30	4,727.42	4,963.78	5,211.97
		HOURLY	36.2777	38.0917	39.9962	41.9962	44.0958	46.3006	48.6158	51.0464	53.5987	56.2787	59.0927	62.0473	65.1496
O20	Animal Protection Police Sergeant	ANNUAL	79,230.74	83,192.10	87,352.10	91,719.26	96,305.25	101,120.86	106,176.51	111,485.30	117,059.70	122,912.82	129,058.38	135,511.17	142,286.77
		BIWEEKLY	3,047.34	3,199.70	3,359.70	3,527.66	3,704.05	3,889.26	4,083.71	4,287.90	4,502.30	4,727.42	4,963.78	5,211.97	5,472.57
		HOURLY	38.0917	39.9962	41.9962	44.0958	46.3006	48.6158	51.0464	53.5987	56.2787	59.0927	62.0473	65.1496	68.4071
O21	Animal Protection Police 2nd Lieutenant	ANNUAL	83,192.10	87,352.10	91,719.26	96,305.25	101,120.86	106,176.51	111,485.30	117,059.70	122,912.82	129,058.38	135,510.75	142,286.35	149,400.58
		BIWEEKLY	3,199.70	3,359.70	3,527.66	3,704.05	3,889.26	4,083.71	4,287.90	4,502.30	4,727.42	4,963.78	5,211.95	5,472.55	5,746.18
		HOURLY	39.9962	41.9962	44.0958	46.3006	48.6158	51.0464	53.5987	56.2787	59.0927	62.0473	65.1494	68.4069	71.8272
O22	Police Sergeant (Police 2nd Lieutenant)	ANNUAL	87,352.10	91,719.26	96,305.25	101,120.86	106,176.51	111,485.30	117,059.70	122,912.82	129,058.38	135,510.75	142,286.35	149,400.78	156,870.90
		BIWEEKLY	3,359.70	3,527.66	3,704.05	3,889.26	4,083.71	4,287.90	4,502.30	4,727.42	4,963.78	5,211.95	5,472.55	5,746.18	6,033.50
		HOURLY	41.9962	44.0958	46.3006	48.6158	51.0464	53.5987	56.2787	59.0927	62.0473	65.1494	68.4069	71.8273	75.4187
O23		ANNUAL	91,719.26	96,305.25	101,120.86	106,176.51	111,485.30	117,059.70	122,912.82	129,058.38	135,510.75	142,286.35	149,400.78	156,870.90	164,714.37
		BIWEEKLY	3,527.66	3,704.05	3,889.26	4,083.71	4,287.90	4,502.30	4,727.42	4,963.78	5,211.95	5,472.55	5,746.18	6,033.50	6,335.17
		HOURLY	44.0958	46.3006	48.6158	51.0464	53.5987	56.2787	59.0927	62.0473	65.1494	68.4069	71.8273	75.4187	79.1896
O24		ANNUAL	96,305.25	101,120.86	106,176.51	111,485.30	117,059.70	122,912.82	129,058.38	135,510.75	142,286.35	149,400.78	156,870.69	164,714.16	172,949.92
		BIWEEKLY	3,704.05	3,889.26	4,083.71	4,287.90	4,502.30	4,727.42	4,963.78	5,211.95	5,472.55	5,746.18	6,033.49	6,335.16	6,651.92
		HOURLY	46.3006	48.6158	51.0464	53.5987	56.2787	59.0927	62.0473	65.1494	68.4069	71.8273	75.4186	79.1895	83.1490

COMPENSATION PLAN - FY 2026  
PAY PLAN - O

PAY GRADE	Ranks	RATE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
O25		ANNUAL	101,120.86	106,176.51	111,485.30	117,059.70	122,912.82	129,058.38	135,510.75	142,286.35	149,400.78	156,870.69	164,714.16	172,950.13	181,597.52
		BIWEEKLY	3,889.26	4,083.71	4,287.90	4,502.30	4,727.42	4,963.78	5,211.95	5,472.55	5,746.18	6,033.49	6,335.16	6,651.93	6,984.52
		HOURLY	48.6158	51.0464	53.5987	56.2787	59.0927	62.0473	65.1494	68.4069	71.8273	75.4186	79.1895	83.1491	87.3065
O26	Police Lieutenant	ANNUAL	106,176.51	111,485.30	117,059.70	122,912.82	129,058.38	135,510.75	142,286.35	149,400.78	156,870.69	164,714.16	172,950.13	181,597.52	190,677.34
		BIWEEKLY	4,083.71	4,287.90	4,502.30	4,727.42	4,963.78	5,211.95	5,472.55	5,746.18	6,033.49	6,335.16	6,651.93	6,984.52	7,333.74
		HOURLY	51.0464	53.5987	56.2787	59.0927	62.0473	65.1494	68.4069	71.8273	75.4186	79.1895	83.1491	87.3065	91.6718
O27		ANNUAL	111,485.30	117,059.70	122,912.82	129,058.38	135,510.75	142,286.35	149,400.78	156,870.69	164,714.16	172,950.13	181,597.52	190,677.34	200,211.23
		BIWEEKLY	4,287.90	4,502.30	4,727.42	4,963.78	5,211.95	5,472.55	5,746.18	6,033.49	6,335.16	6,651.93	6,984.52	7,333.74	7,700.43
		HOURLY	53.5987	56.2787	59.0927	62.0473	65.1494	68.4069	71.8273	75.4186	79.1895	83.1491	87.3065	91.6718	96.2554
O28		ANNUAL	117,059.70	122,912.82	129,058.38	135,510.75	142,286.35	149,400.78	156,870.69	164,714.16	172,950.13	181,597.52	190,677.34	200,211.23	210,221.86
		BIWEEKLY	4,502.30	4,727.42	4,963.78	5,211.95	5,472.55	5,746.18	6,033.49	6,335.16	6,651.93	6,984.52	7,333.74	7,700.43	8,085.46
		HOURLY	56.2787	59.0927	62.0473	65.1494	68.4069	71.8273	75.4186	79.1895	83.1491	87.3065	91.6718	96.2554	101.0682
O29	Police Captain	ANNUAL	122,912.82	129,058.38	135,510.75	142,286.35	149,400.78	156,870.69	164,714.16	172,950.13	181,597.52	190,677.34	200,211.23	210,221.86	220,732.93
		BIWEEKLY	4,727.42	4,963.78	5,211.95	5,472.55	5,746.18	6,033.49	6,335.16	6,651.93	6,984.52	7,333.74	7,700.43	8,085.46	8,489.73
		HOURLY	59.0927	62.0473	65.1494	68.4069	71.8273	75.4186	79.1895	83.1491	87.3065	91.6718	96.2554	101.0682	106.1216
O30		ANNUAL	129,058.38	135,510.75	142,286.35	149,400.78	156,870.69	164,714.16	172,950.13	181,597.52	190,677.34	200,211.23	210,221.86	220,732.93	231,769.62
		BIWEEKLY	4,963.78	5,211.95	5,472.55	5,746.18	6,033.49	6,335.16	6,651.93	6,984.52	7,333.74	7,700.43	8,085.46	8,489.73	8,914.22
		HOURLY	62.0473	65.1494	68.4069	71.8273	75.4186	79.1895	83.1491	87.3065	91.6718	96.2554	101.0682	106.1216	111.4277
O31	Police Major	ANNUAL	135,510.75	142,286.35	149,400.78	156,870.69	164,714.16	172,950.13	181,597.52	190,677.34	200,211.23	210,221.86	220,732.93	231,769.62	243,358.13
		BIWEEKLY	5,211.95	5,472.55	5,746.18	6,033.49	6,335.16	6,651.93	6,984.52	7,333.74	7,700.43	8,085.46	8,489.73	8,914.22	9,359.93
		HOURLY	65.1494	68.4069	71.8273	75.4186	79.1895	83.1491	87.3065	91.6718	96.2554	101.0682	106.1216	111.4278	116.9991
O32		ANNUAL	142,286.35	149,400.78	156,870.69	164,714.16	172,950.13	181,597.52	190,677.34	200,211.23	210,221.86	220,732.93	231,769.62	243,358.13	255,526.34
		BIWEEKLY	5,472.55	5,746.18	6,033.49	6,335.16	6,651.93	6,984.52	7,333.74	7,700.43	8,085.46	8,489.73	8,914.22	9,359.94	9,827.94
		HOURLY	68.4069	71.8273	75.4186	79.1895	83.1491	87.3065	91.6718	96.2554	101.0682	106.1216	111.4278	116.9992	122.8492
O33	Deputy Chief of Police	ANNUAL	149,400.78	156,870.69	164,714.16	172,950.13	181,597.52	190,677.34	200,211.23	210,221.86	220,732.93	231,769.62	243,358.13	255,525.92	268,302.11
		BIWEEKLY	5,746.18	6,033.49	6,335.16	6,651.93	6,984.52	7,333.74	7,700.43	8,085.46	8,489.73	8,914.22	9,359.93	9,827.92	10,319.31
		HOURLY	71.8273	75.4186	79.1895	83.1491	87.3065	91.6718	96.2554	101.0682	106.1216	111.4278	116.9991	122.8490	128.9914

COMPENSATION PLAN - FY 2027  
PAY PLAN - O

PAY GRADE	Ranks	RATE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
O16		ANNUAL	67,151.55	70,509.30	74,034.90	77,736.46	81,623.57	85,704.53	89,990.16	94,489.20	99,213.71	104,174.72	109,383.04	114,851.98	120,594.66
		BIWEEKLY	2,582.75	2,711.90	2,847.50	2,989.86	3,139.37	3,296.33	3,461.16	3,634.20	3,815.91	4,006.72	4,207.04	4,417.38	4,638.26
		HOURLY	32.2844	33.8987	35.5937	37.3733	39.2421	41.2041	43.2645	45.4275	47.6989	50.0840	52.5880	55.2173	57.9782
O17	Animal Protection Police Officer	ANNUAL	70,509.30	74,034.90	77,736.46	81,623.57	85,704.53	89,990.16	94,489.20	99,213.71	104,174.72	109,383.04	114,852.19	120,595.07	126,624.78
		BIWEEKLY	2,711.90	2,847.50	2,989.86	3,139.37	3,296.33	3,461.16	3,634.20	3,815.91	4,006.72	4,207.04	4,417.39	4,638.27	4,870.18
		HOURLY	33.8987	35.5937	37.3733	39.2421	41.2041	43.2645	45.4275	47.6989	50.0840	52.5880	55.2174	57.9784	60.8773
O18	Police Officer Master Animal Protection Police Officer	ANNUAL	74,034.90	77,736.46	81,623.57	85,704.53	89,990.16	94,489.20	99,213.71	104,174.72	109,383.04	114,852.19	120,594.86	126,624.78	132,956.10
		BIWEEKLY	2,847.50	2,989.86	3,139.37	3,296.33	3,461.16	3,634.20	3,815.91	4,006.72	4,207.04	4,417.39	4,638.26	4,870.18	5,113.70
		HOURLY	35.5937	37.3733	39.2421	41.2041	43.2645	45.4275	47.6989	50.0840	52.5880	55.2174	57.9783	60.8773	63.9212
O19	Master Police Officer	ANNUAL	77,736.46	81,623.57	85,704.53	89,990.16	94,489.20	99,213.71	104,174.72	109,383.04	114,852.19	120,594.86	126,624.78	132,955.89	139,603.57
		BIWEEKLY	2,989.86	3,139.37	3,296.33	3,461.16	3,634.20	3,815.91	4,006.72	4,207.04	4,417.39	4,638.26	4,870.18	5,113.69	5,369.37
		HOURLY	37.3733	39.2421	41.2041	43.2645	45.4275	47.6989	50.0840	52.5880	55.2174	57.9783	60.8773	63.9211	67.1171
O20	Animal Protection Police Sergeant	ANNUAL	81,623.57	85,704.53	89,990.16	94,489.20	99,213.71	104,174.72	109,383.04	114,852.19	120,594.86	126,624.78	132,955.89	139,603.57	146,583.84
		BIWEEKLY	3,139.37	3,296.33	3,461.16	3,634.20	3,815.91	4,006.72	4,207.04	4,417.39	4,638.26	4,870.18	5,113.69	5,369.37	5,637.84
		HOURLY	39.2421	41.2041	43.2645	45.4275	47.6989	50.0840	52.5880	55.2174	57.9783	60.8773	63.9211	67.1171	70.4730
O21	Animal Protection Police 2nd Lieutenant	ANNUAL	85,704.53	89,990.16	94,489.20	99,213.71	104,174.72	109,383.04	114,852.19	120,594.86	126,624.78	132,955.89	139,603.15	146,583.42	153,912.51
		BIWEEKLY	3,296.33	3,461.16	3,634.20	3,815.91	4,006.72	4,207.04	4,417.39	4,638.26	4,870.18	5,113.69	5,369.35	5,637.82	5,919.71
		HOURLY	41.2041	43.2645	45.4275	47.6989	50.0840	52.5880	55.2174	57.9783	60.8773	63.9211	67.1169	70.4728	73.9964
O22	Police Sergeant (Police 2nd Lieutenant)	ANNUAL	89,990.16	94,489.20	99,213.71	104,174.72	109,383.04	114,852.19	120,594.86	126,624.78	132,955.89	139,603.15	146,583.42	153,912.72	161,608.30
		BIWEEKLY	3,461.16	3,634.20	3,815.91	4,006.72	4,207.04	4,417.39	4,638.26	4,870.18	5,113.69	5,369.35	5,637.82	5,919.72	6,215.70
		HOURLY	43.2645	45.4275	47.6989	50.0840	52.5880	55.2174	57.9783	60.8773	63.9211	67.1169	70.4728	73.9965	77.6963
O23		ANNUAL	94,489.20	99,213.71	104,174.72	109,383.04	114,852.19	120,594.86	126,624.78	132,955.89	139,603.15	146,583.42	153,912.72	161,608.30	169,688.69
		BIWEEKLY	3,634.20	3,815.91	4,006.72	4,207.04	4,417.39	4,638.26	4,870.18	5,113.69	5,369.35	5,637.82	5,919.72	6,215.70	6,526.49
		HOURLY	45.4275	47.6989	50.0840	52.5880	55.2174	57.9783	60.8773	63.9211	67.1169	70.4728	73.9965	77.6963	81.5811
O24		ANNUAL	99,213.71	104,174.72	109,383.04	114,852.19	120,594.86	126,624.78	132,955.89	139,603.15	146,583.42	153,912.72	161,608.10	169,688.48	178,173.01
		BIWEEKLY	3,815.91	4,006.72	4,207.04	4,417.39	4,638.26	4,870.18	5,113.69	5,369.35	5,637.82	5,919.72	6,215.70	6,526.48	6,852.81
		HOURLY	47.6989	50.0840	52.5880	55.2174	57.9783	60.8773	63.9211	67.1169	70.4728	73.9965	77.6962	81.5810	85.6601

COMPENSATION PLAN - FY 2027  
PAY PLAN - O

PAY GRADE	Ranks	RATE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
O25		ANNUAL	104,174.72	109,383.04	114,852.19	120,594.86	126,624.78	132,955.89	139,603.15	146,583.42	153,912.72	161,608.10	169,688.48	178,173.22	187,081.86
		BIWEEKLY	4,006.72	4,207.04	4,417.39	4,638.26	4,870.18	5,113.69	5,369.35	5,637.82	5,919.72	6,215.70	6,526.48	6,852.82	7,195.46
		HOURLY	50.0840	52.5880	55.2174	57.9783	60.8773	63.9211	67.1169	70.4728	73.9965	77.6962	81.5810	85.6602	89.9432
O26	Police Lieutenant	ANNUAL	109,383.04	114,852.19	120,594.86	126,624.78	132,955.89	139,603.15	146,583.42	153,912.72	161,608.10	169,688.48	178,173.22	187,081.86	196,435.82
		BIWEEKLY	4,207.04	4,417.39	4,638.26	4,870.18	5,113.69	5,369.35	5,637.82	5,919.72	6,215.70	6,526.48	6,852.82	7,195.46	7,555.22
		HOURLY	52.5880	55.2174	57.9783	60.8773	63.9211	67.1169	70.4728	73.9965	77.6962	81.5810	85.6602	89.9432	94.4403
O27		ANNUAL	114,852.19	120,594.86	126,624.78	132,955.89	139,603.15	146,583.42	153,912.72	161,608.10	169,688.48	178,173.22	187,081.86	196,435.82	206,257.58
		BIWEEKLY	4,417.39	4,638.26	4,870.18	5,113.69	5,369.35	5,637.82	5,919.72	6,215.70	6,526.48	6,852.82	7,195.46	7,555.22	7,932.98
		HOURLY	55.2174	57.9783	60.8773	63.9211	67.1169	70.4728	73.9965	77.6962	81.5810	85.6602	89.9432	94.4403	99.1623
O28		ANNUAL	120,594.86	126,624.78	132,955.89	139,603.15	146,583.42	153,912.72	161,608.10	169,688.48	178,173.22	187,081.86	196,435.82	206,257.58	216,570.64
		BIWEEKLY	4,638.26	4,870.18	5,113.69	5,369.35	5,637.82	5,919.72	6,215.70	6,526.48	6,852.82	7,195.46	7,555.22	7,932.98	8,329.64
		HOURLY	57.9783	60.8773	63.9211	67.1169	70.4728	73.9965	77.6962	81.5810	85.6602	89.9432	94.4403	99.1623	104.1205
O29	Police Captain	ANNUAL	126,624.78	132,955.89	139,603.15	146,583.42	153,912.72	161,608.10	169,688.48	178,173.22	187,081.86	196,435.82	206,257.58	216,570.64	227,399.12
		BIWEEKLY	4,870.18	5,113.69	5,369.35	5,637.82	5,919.72	6,215.70	6,526.48	6,852.82	7,195.46	7,555.22	7,932.98	8,329.64	8,746.12
		HOURLY	60.8773	63.9211	67.1169	70.4728	73.9965	77.6962	81.5810	85.6602	89.9432	94.4403	99.1623	104.1205	109.3265
O30		ANNUAL	132,955.89	139,603.15	146,583.42	153,912.72	161,608.10	169,688.48	178,173.22	187,081.86	196,435.82	206,257.58	216,570.64	227,399.12	238,769.02
		BIWEEKLY	5,113.69	5,369.35	5,637.82	5,919.72	6,215.70	6,526.48	6,852.82	7,195.46	7,555.22	7,932.98	8,329.64	8,746.12	9,183.42
		HOURLY	63.9211	67.1169	70.4728	73.9965	77.6962	81.5810	85.6602	89.9432	94.4403	99.1623	104.1205	109.3265	114.7928
O31	Police Major	ANNUAL	139,603.15	146,583.42	153,912.72	161,608.10	169,688.48	178,173.22	187,081.86	196,435.82	206,257.58	216,570.64	227,399.12	238,769.23	250,707.60
		BIWEEKLY	5,369.35	5,637.82	5,919.72	6,215.70	6,526.48	6,852.82	7,195.46	7,555.22	7,932.98	8,329.64	8,746.12	9,183.43	9,642.60
		HOURLY	67.1169	70.4728	73.9965	77.6962	81.5810	85.6602	89.9432	94.4403	99.1623	104.1205	109.3265	114.7929	120.5325
O32		ANNUAL	146,583.42	153,912.72	161,608.10	169,688.48	178,173.22	187,081.86	196,435.82	206,257.58	216,570.64	227,399.12	238,769.23	250,707.81	263,243.14
		BIWEEKLY	5,637.82	5,919.72	6,215.70	6,526.48	6,852.82	7,195.46	7,555.22	7,932.98	8,329.64	8,746.12	9,183.43	9,642.61	10,124.74
		HOURLY	70.4728	73.9965	77.6962	81.5810	85.6602	89.9432	94.4403	99.1623	104.1205	109.3265	114.7929	120.5326	126.5592
O33	Deputy Chief of Police	ANNUAL	153,912.72	161,608.10	169,688.48	178,173.22	187,081.86	196,435.82	206,257.58	216,570.64	227,399.12	238,769.23	250,707.60	263,242.72	276,404.75
		BIWEEKLY	5,919.72	6,215.70	6,526.48	6,852.82	7,195.46	7,555.22	7,932.98	8,329.64	8,746.12	9,183.43	9,642.60	10,124.72	10,630.95
		HOURLY	73.9965	77.6962	81.5810	85.6602	89.9432	94.4403	99.1623	104.1205	109.3265	114.7929	120.5325	126.5590	132.8869