

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
PRINCE WILLIAM COUNTY, VIRGINIA
AND
THE PRINCE WILLIAM COUNTY POLICE
ASSOCIATION IUPA LOCAL 5010
EFFECTIVE JULY 1, 2024 - JUNE 30, 2028

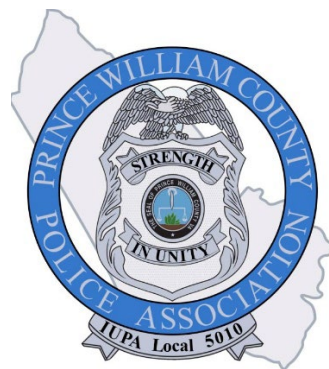


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PREAMBLE

This Agreement is entered into by and between Prince William County (“County”) and the Prince William County Police Association IUPA Local 5010 (“PWCPA” or “Union”) (collectively, the “parties”) for the purpose of negotiating in good faith with respect to wages, certain benefits and terms and conditions of employment as defined in the Collective Bargaining Ordinance (“CBO”).

ARTICLE 1: INTERPRETIVE RULES & DEFINITIONS

Section 1. Conflict with Other Policy. In accordance with §2-224(b) of the CBO, any County or Department policy, General Order, or other form of oral or written directive, communication, or policy shall govern employee relations unless there is a direct conflict with this Agreement. If there is conflict in the language of this Agreement and any other written policy, General Order, or other form of oral or written directive, communication, or policy, the provisions of this Agreement will supersede and prevail.

Section 2. Interpretive Rules.

- A. All gender pronouns should be construed as referring to all genders.
- B. Unless otherwise stated, any reference to “days” will refer to calendar days. The day on which the triggering event occurred will not be counted for any time limits, but the final day of the period will be counted. If the final day falls on a Saturday, Sunday, or County-recognized holiday, then the final day of the time period will be pushed forward to the next day that is not a Saturday, Sunday, or County-recognized holiday.
- C. Unless otherwise stated, the term “Employee” refers to employees in the Police Bargaining Unit.

Section 3. Definitions.

- A. “Agreement” refers to this Collective Bargaining Agreement.
- B. “Bargaining Unit” refers to Employees as defined in the CBO, which as of the date of ratification of this Agreement includes all sworn Prince William County Police Department officers at the rank of First Sergeant and below that are not otherwise excluded pursuant to §2-209 of the CBO.
- C. “CBO” refers to the Prince William County Collective Bargaining Ordinance.
- D. “County” refers to Prince William County.
- E. “Department” refers to the Prince William County Police Department.
- F. “Employee” refers to a member of the Bargaining Unit, unless otherwise specified.
- G. “Union” or “PWCPA” refers to the Prince William County Police Association IUPA Local 5010.
- H. “Chief” refers to the Prince William County Chief of Police.

ARTICLE 2: RECOGNITION & UNIT

Section 1. Recognition. The County recognizes the Prince William County Police Association

IUPA Local 5010 as the Exclusive Bargaining Representative of the Police Bargaining Unit, defined in §2-213(1) of the CBO, and properly certified under §2-217 of the CBO for purposes of Collective Bargaining as set forth in §2-209, *et seq.* of the CBO and for such other purposes as the CBO and other applicable law provides.

ARTICLE 3: UNION & EMPLOYEE RIGHTS

Section 1. General Employee Rights. Each Bargaining Unit Employee shall be afforded all rights granted under §2-210 of the CBO and this Agreement.

Section 2. Union Business.

- A. Union officials shall be permitted reasonable time during working hours to conduct Union business directly related to the negotiation and administration of the Agreement. The County's and Department's operational needs will take precedence over Union business. The Union and Employees may be precluded from conducting Union business during working hours when necessary for bona fide County or Department operational need.
- B. Unless otherwise specified in this Agreement or agreed upon by the parties, Union business conducted outside of a scheduled shift will not be treated as hours worked. The County reserves the right to preclude Union business during working hours when there is an emergency and at other times when necessary for bona fide County or Department operational need.

Section 3. Contract Negotiations. In anticipation of negotiations for a successor collective bargaining agreement and in accordance with the requirements of §2-218(c) of the CBO, the Union will notify the County of which Employees will represent the Union in Collective Bargaining negotiations. Such Employees will be compensated consistent with §2-218(f) of the CBO.

Section 4. Shop Stewards. The Union will designate no more than ten (10) Employees to act as Shop Stewards. The Union will inform the County of which Employees will act in this role. The role of the Shop Steward is limited to preparing and submitting grievances, representing the Union in grievance meetings and proceedings, representing Employees in meetings conducted pursuant to Article 26 as described in this Agreement, and distributing information from the Union to the membership. Unless otherwise indicated by the Union, Shop Stewards do not have the authority to settle grievances. To the extent that some of the designated Shop Stewards are also members of the Union's Executive Board, the Union will inform the County if those individuals have more authority to resolve disputes than Shop Stewards do.

Section 5. Grievance Processing While on Duty. Shop Stewards will be allowed to spend incidental amounts of time processing and submitting grievances while on duty, provided that such activities do not negatively impact County or Department operations.

Section 6. Union Notices. The Union will have the right to post notices, announcements, and information on designated bulletin boards, at each of the Department district stations or Police buildings owned or managed by the County. Such notices will be on Union letterhead. The Union may also place notices, announcements, and information in employees' workplace mailboxes.

Section 7. Union Training Leave. The Department will conduct training on collective bargaining, and Employees will be compensated for attending such training. Training exclusively related to the Bargaining Unit shall be the responsibility of the Union. Members shall attend training at the

Union's expense unless otherwise agreed upon by the Department. All Union-related training leave must be pre-approved by the Chief. Employees are expected to follow all leave policies to attend training.

Section 8. Use of County Email Systems. Consistent with §2-211(4) of the CBO, the Union shall have the right to use County email systems to discuss Employee and Union rights, subject to the County's Department of Information Technology email security policies.

Section 9. Employee Right to Provide Medical Documentation. If the Department determines that an Employee is not fit for duty, the Employee shall be permitted to provide medical documentation and evidence to show the Employee's fitness for duty.

Section 10. Maintenance of Union Rights. To the extent not inconsistent with this Agreement, the Union retains the rights enumerated in §2-211 of the CBO.

ARTICLE 4: DUES CHECKOFF

Section 1. Dues Deduction. Consistent with §2-211 and §2-219 of the CBO, the County shall deduct Union dues from the wages of those employees who individually and voluntarily certify to the County in writing that they authorize such deductions. Absent prior written consent of the Union, no other Labor Organization that represents members of the Bargaining Unit, as defined in §2-209 of the CBO, is entitled to dues deductions from employee wages. The County agrees to provide this service at no charge to the Union or the employees.

Section 2. Employee Authorizations. The Union will provide the County with the employee's written authorization to deduct dues. The Union will provide the County with a written schedule of members who provide the Union with notice of stopping payment of Union dues at the beginning of each month. The Union will be responsible for notifying the County when a member makes notification to cancel their dues deduction. In the event an Employee notifies the County directly to authorize or cancel the Employee's dues deduction, the County will promptly notify the Union.

Section 3. Amounts. The Union will provide the County with a written schedule of dues and shall promptly notify the County in writing of any changes in these amounts. Any change in the amount of dues to be deducted by the County will become effective on the first day of the two-week pay period following the Union's notice, unless the parties mutually agree otherwise.

Section 4. Remittance. Remittance of dues to the Union will be made concurrently with the employee pay period unless the parties mutually agree otherwise. Along with the remittance, the County will provide the Union with a statement indicating all employees for whom dues were deducted during each pay period that month.

Section 5. Indemnification. The Union agrees to hold harmless and indemnify the County for any liability arising from the application of this Article (4).

ARTICLE 5: ADDRESSING BARGAINING UNIT MEMBERS AND NEW HIRES

Section 1. New Hires. The County will provide the Union with an opportunity to meet with or provide orientation materials to newly hired probationary employees within thirty (30) days of graduation from the Academy. The parties agree that providing such access to the Union satisfies

the County's obligations under §2-211(2) of the CBO. No other Labor Organization representing members of the Bargaining Unit will have the right to speak to newly hired employees about matters within the scope of Collective Bargaining. The County reserves the right to preclude such activities during working hours when there is an emergency and at other times when necessary for bona fide County or Department operational need.

Section 2. Employee List. Pursuant to §2-211(5) of the CBO, the County will provide to the Union, on a monthly basis, a list of all Employees in the Bargaining Unit, including name, job title, department, and work email address.

Section 3. Roll Call. The Union shall be permitted to speak to Bargaining Unit members during Patrol roll call meetings regarding Union business and/or any topic in the scope of Collective Bargaining for a reasonable amount of time, subject to the right of the Department to deny access due to bona fide operational need. Prior to attending any Patrol roll call meeting, the Union must first notify the Watch Commander and make them aware of the planned topic(s) to be discussed. The Union understands that the Department can deny the request and end the meeting at any time due to a bona fide operational need. No other Labor Organization representing members of the Bargaining Unit will have the right to speak at Patrol roll call meetings about matters within the scope of bargaining.

Section 4. Individual Employees. The Union will not be prevented from meeting with individual Employees on County premises for the purpose of discussing workplace issues. The County reserves the right to preclude such activities during working hours when there is an emergency and at other times when necessary for bona fide County or Department operational need.

ARTICLE 6: SENIORITY

Section 1. Department Seniority. "Department Seniority" will be the date that an Employee is originally hired by the County and assigned a "Code Number," which number will be used to determine Departmental seniority. Any Bargaining Unit member who ceases to be employed by the County for a period of more than twelve (12) months, and later becomes re-employed with the County will be re-assigned a new Code Number commensurate with their re-hire date. If a Bargaining Unit Employee retires from the Department and later becomes re-employed with the County, he or she will be re-assigned their original Code Number and associated Departmental seniority. If the Union believes that any Employee's Code Number is re-assigned incorrectly, it may dispute the matter pursuant to the grievance procedure set forth in this Agreement. Such grievances will be timely if they are submitted within thirty (30) days of the date the Union receives notice of such changes to the Employee's Code Number.

Section 2. Termination of Seniority. Subject to Section 1 above, an Employee's seniority will be terminated for the following reasons: resignation, voluntarily quitting, or termination for just cause.

ARTICLE 7: DISABILITY

Section 1. Seniority and Rate of Pay. Seniority accrues while on disability or other approved leave. On an Employee's return from disability or other approved leave, the Employee will receive the same rate of pay he or she would receive had the Employee never been on such leave.

Section 2. Contact information. Every Employee will be required to keep a current residential address and personal phone number on file with the County.

ARTICLE 8: PERFORMANCE EVALUATIONS

Section 1. Method of Performance Evaluation. Bargaining Unit Employees will receive annual performance evaluations that will include goals and that will provide feedback on the Employee's individual goals.

Section 2. Appeal. An Employee will have the right to appeal their performance evaluation in accordance with General Order 6.05 (Performance Evaluations: Appealing an Evaluation), effective June 22, 2022.

Section 3. Modifications. The Department and the Union will discuss ways to improve the methods of performance evaluations, how performance evaluations are to be used, and the appeal process. These discussions may be through the Labor Management Committee or a subcommittee. If the Department and the Union come to an agreement on modifications, the Department and the Union may memorialize those modifications in a separate Memorandum of Understanding that may be incorporated into this Agreement.

ARTICLE 9: NOTICE OF SELECTION PROCESS

Section 1. Feedback to the Applicant. When there is a selection process for a Department assignment, an Employee who has applied for the assignment may ask for feedback about the Employee's application and the selection process, and if requested, the Department shall provide the Employee with feedback.

Section 2. Resignation. An Employee may request to resign from a part-time unit or other assignment that is not a part of the Employee's primary job assignment. The Chief, in their absolute discretion, may approve or deny the request.

ARTICLE 10: NOTICE AND REVIEW OF PROMOTION PROCESS

Section 1. Promotional Process. The parties agree that it is in the best interests of the Department and the Employees to have a promotional process that is as transparent as possible given employee confidentiality concerns, is fair to all applicants, and eliminates actual bias or appearance of bias. When the Department decides to establish a new pool of candidates for any rank of Lieutenant or below, it will distribute unit wide notice to Employees with a deadline for applications.

Section 2. Review. Each applicant will be allowed to review their scores from the various components of the selection process. An Employee who has applied for a promotion may ask for feedback about their performance in the promotional process and, if requested, the Department shall provide the Employee with feedback.

ARTICLE 11: PERSONAL APPEARANCE

Section 1. In General. General Order 3.02 (Uniforms and Personal Appearance: Uniform and Equipment Issue), effective June 22, 2022, will remain in effect for the duration of this Agreement.

ARTICLE 12: APPEARANCE MODIFICATION STANDARDS

Section 1. Tattoos. General Order 3.05 (Uniforms and Personal Appearance: Appearance Modification), effective July 13, 2021, will remain in effect for the duration of this Agreement, with the exception that the Chief may authorize, in the Chief's sole discretion, body art otherwise prohibited by Section 3.05.D.2. Additionally, any Employee who has body art that the Department has at any point authorized to be exposed will not subsequently be required to remove or cover that body art.

ARTICLE 13: UNIFORM COMMITTEE

Section 1. In General. General Order 3.06 (Uniforms and Personal Appearance: Uniform Committee), effective March 1, 2023, will remain in effect for the duration of this Agreement.

Section 2. Uniform Committee. Subsection (C)(5) of General Order 3.06 (Uniforms and Personal Appearance: Uniform Committee), effective March 1, 2023, is revised to read as follows:

- C. The committee will be made up of the following members:
 - 5. Two Collective Bargaining Unit Members appointed by the Union.

ARTICLE 14: TOBACCO USE POLICY

Section 1. Tobacco Use Policy. General Order 2.10 (Department Rules and Regulations: Use of Tobacco Products), effective May 13, 2020, is revised, at the Union's request, to allow Employees to elect to use tobacco products when off-duty. Consistent with that General Order, Employees remain prohibited from using tobacco products when on duty, inside or on County worksites and vehicles and at other times when tobacco use is prohibited by lawful authority.

ARTICLE 15: PART-TIME EMPLOYMENT

Section 1. General Guidelines. General Order 7.02 (Part-Time Employment and Off-Duty Details: Part-Time Employment), effective July 20, 2022, will remain in effect for the duration of this Agreement. Any compensation or stipends the Union pays to its Board members (while not representing the Department in an official capacity) is exempt from this General Order.

ARTICLE 16: DEFENSE AND INDEMNIFICATION

Section 1. Defense and Indemnification. In accordance with its current practice, and subject to the limitations and exclusions set forth in the Prince William Self Insurance Group policy, the County will continue to defend, hold harmless, and indemnify Employees in any claim or suit arising out of an alleged act or omission in the performance of services on behalf of the County and within the scope of employment.

Section 2. Duty to Cooperate. In order for the County to defend and indemnify the Employee, the Employee must cooperate with the County Attorney's Office, or with outside counsel if the County has retained outside counsel.

Section 3. Right to Counsel. The County recognizes the right of the Employee, at the Employee's

own expense, to retain counsel in any civil or administrative matter.

ARTICLE 17: TRAINING

Section 1. Training. The Department will make reasonable efforts to schedule any required in-service training during the Employee's regularly scheduled shift. The Department may offer and/or require Employees to attend such training outside their regularly scheduled hours in exchange for a regular day off during the same pay period or overtime. Notice will be given, as soon as practicable, to Employees whose training is scheduled outside their regularly scheduled shift so that the Employee can make any necessary personal arrangements.

Section 2. All Employees of the Department will be required to attend and complete all mandatory training assignments identified by the Department.

ARTICLE 18: SAFETY & HEALTH

Section 1. Responsibility for Safety and Health. The parties recognize that the nature of the work of the Police Bargaining Unit's Employees is inherently dangerous, and that it is the joint responsibility of all employees, the County, and the Department to minimize those dangers and to proactively maintain a work environment that is as safe and healthy as possible.

Section 2. Equipment. No Employee shall be required to operate equipment that they are not qualified to operate, except if necessary to do so in response to an emergency. The County and/or the Department shall provide Employees with training to operate said equipment.

Section 3. Notification of Department Motor Vehicle Crash. An Employee involved in any type of accident while operating a County vehicle shall immediately, unless physical injury prevents the Employee from doing so, notify Communications consistent with General Order 37.06, effective January 29, 2021 (Motor Vehicle Crashes: Department Motor Vehicle Crashes).

Section 4. Notification of On Duty Injury/Illness. Employees who incur an injury/illness while on duty will report such injury/illness immediately to the appropriate on duty supervisor unless physical injury prevents the Employee from doing so.

ARTICLE 19: REPORTING OF UNSAFE WORK CONDITIONS

Section 1. All employees are responsible for reporting observed unsafe conditions and work habits. Upon becoming aware of an unsafe working condition or equipment, the Employee shall immediately report the unsafe situation to a working supervisor. Unsafe or broken equipment shall be reported through the chain of command via existing policies and procedures.

ARTICLE 20: WELLNESS HOUR

Section 1. Wellness Hour. All Employees shall be entitled to one (1) wellness hour per shift. In order for Employees to use the provided wellness hour at a location other than those approved in Prince William County Police Department SOP (Physical Fitness Program) published on May 17, 2023, the Employee must seek prior approval from the Employee's Lieutenant or Captain. Subject to staffing needs and calls for service, the Employee may take this wellness hour at the beginning

or end of or during the Employee's shift.

ARTICLE 21: EMPLOYEE ASSISTANCE

Section 1. Employee Assistance. The County and the Department shall maintain employee assistance programs for Employees for the duration of the Agreement, including but limited to, the Employee Assistance Program.

Section 2. Confidential Communications. All Employees and Employee family member communications with employee assistance program participants shall be confidential to the extent allowable by applicable law.

ARTICLE 22: COURT TIME

Section 1. Court Time. Any Employee called to attend court proceedings outside of their regularly scheduled shifts shall be paid for a minimum of two (2) hours of court time at the Employee's overtime rate.

ARTICLE 23: OVERTIME

Section 1. Overtime Rate. Employees shall be paid in accordance with the Fair Labor Standards Act, 29 U.S.C. 201, *et seq.*, and the Virginia Gap Pay Act, Virginia Code §9.1-700, *et seq.*

ARTICLE 24: EMPLOYEE FILES

Section 1. Employee Access to Files. An Employee will be allowed to review County and Department files concerning the Employee in accordance with applicable policies and procedures. Employees may review and request a copy of their own individual file information for dissemination to the person of their choosing. An Employee may copy any material in the Employee's files in accordance with applicable policies and procedures.

ARTICLE 25: LABOR MANAGEMENT RELATIONS

Section 1. County-Wide Labor Management Relations. In the event the County creates a County-wide Labor Management Committee, the Union shall have the opportunity to participate on the committee.

Section 2. Labor Management Committee within the Department. The Union and the Department shall maintain a joint labor management committee ("Labor Management Committee") consisting of no more than six (6) members; no more than three (3) of whom shall be appointed by the Chief; and no more than three (3) of whom shall be appointed by the Union. The Labor Management Committee shall meet at least quarterly to discuss matters affecting the working environment of Employees, productivity, and the quality of police service to the community. It is recognized by the parties that the Labor Management Committee is not a forum for Collective Bargaining, or for resolving specific grievances, but is a platform for fostering communication. The Union agrees that all Collective Bargaining is to be conducted with Department representatives designated for that purpose by the County and the Chief. This Committee may establish subcommittees to

provide recommendations for specific issues.

ARTICLE 26: UNION PARTICIPATION

Section 1. Union Participation in Employee Meetings. Upon request by an Employee, the Union will not be excluded from being present at any formal pre-scheduled meeting between the Employee and the Department or County that is within the scope of collective bargaining as set forth in the Agreement.

Section 2. Matters Affecting Bargaining Unit. The Union shall be given a reasonable opportunity to be present at or submit comments regarding any formal pre-scheduled meeting, contract dispute, or grievance between one (1) or more representatives of the County and/or the Department and one (1) or more Employees regarding any matter that is within the scope of collective bargaining as set forth in the Agreement.

Section 3. Discipline Excluded. This Article does not allow for the Union's presence at any meeting that may result in discipline, including any meetings conducted for the purpose of investigating potential disciplinary action.

ARTICLE 27: GRIEVANCES

1. **Right to Grieve.** The parties recognize that Employees and the Union are entitled to file and seek resolution of grievances under the provisions of the negotiated grievance procedure. The parties agree not to interfere with, restrain, coerce, or engage in any reprisal against an Employee or Union representative for exercising rights under this Article.

2. **Definition of Grievance.** The term "grievance" means any complaint by any Employee or the Union concerning the effect or interpretation, or a claim of breach, of this Agreement.

When filing a grievance, the filing party should include at least the following information:

- A. A statement of facts;
- B. A statement of what sections of this Agreement that the County violated; and
- C. The remedy sought.

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

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

Step 1 - An Employee or the Union, on behalf of the Employee, may submit a grievance in writing to the Employee's first level supervisor, who is outside of the Bargaining Unit, within thirty (30) calendar days of the Employee learning of the facts giving rise to the grievance. The supervisor shall attempt to adjust the grievance at that time and shall render a written decision within fifteen

(15) calendar days. In order to file a Step 1 grievance on their own, an Employee must copy the Union President, or designee, on the grievance filing.

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

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

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

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

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

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

5. Time Limits. The County, the Union, and any Employees filing grievances must adhere to the grievance timeline. Failure of the grieving party to meet the timeline in the grievance procedure shall result in the withdrawal of the grievance. Failure of the County or its representatives to meet the timeline in the grievance procedure shall result in the County automatically granting the remedy requested by the Employee or the Union in the grievance. The parties may agree in writing to extend or waive any time limits under this Article.

6. Procedural and Arbitrability Defenses. The County is required to raise any procedural and/or arbitrability defenses no later than thirty (30) calendar days prior to a scheduled arbitration hearing. If the County raises any procedural and/or arbitrability defenses at arbitration, the arbitrator shall conduct a single arbitration on both the procedural/arbitrability issues and the substance of the grievance, in order to avoid unnecessary delay and cost of holding two hearings. The arbitrator shall address both the procedural/arbitrability issues and the substance of the grievance in a single decision.

7. Requests for Information. The County agrees that the Union can request documents necessary to aid in resolving and/or presenting specific grievances consistent with the Virginia

Freedom of Information Act. The County will seek fees from the Union associated with the request consistent with the County's FOIA Policy. The Union may petition the arbitrator for good cause to obtain additional documents from the County, and to determine the allocation of costs associated with the County's production of documents generally.

8. Request for Meeting. At any step of the grievance procedure prior to arbitration, either party to the grievance may request a grievance meeting which will be held between the grieving party and the deciding official. The parties will work to schedule the meeting as soon as practicable. The time period for responding shall not begin to run until after the grievance meeting has been held.

9. Finality of Decision. The decision of the arbitrator shall be final and binding on the parties. Arbitrators shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.

10. Cost Sharing. All expenses involved in the arbitration proceedings (i.e., arbitrator fees and arbitrator hearing transcripts) shall be equally shared between both parties. However, expenses relating to the calling of witnesses shall be borne by the party at whose request such witnesses are required.

11. Work Schedules. The County may, with the assistance of the Union, adjust the regular work schedules of witnesses and representatives so that the employees' regularly scheduled hours coincide with the hearing schedule.

12. Grievance Time. Reasonable time during working hours will be allowed for Employees and Union representatives to prepare and present grievances, including grievance meetings, if any. This preparation time may not interfere with the Department's operational needs, which shall take precedence.

13. Resolution. If at any time during the grievance procedure, the County grants in full the remedy sought in the grievance, the grievance shall be considered resolved.

ARTICLE 28: MANAGEMENT RIGHTS

Section 1. Maintenance of Management Rights. The County and the Department's right to manage and direct the operations of the Prince William County Police Department shall be consistent with Prince William County Code §2-212, and the County and Department shall retain all rights reserved to it under Prince William County Code §2-212, which are beyond the scope of negotiation.

ARTICLE 29: NOTICE OF GENERAL ORDER CHANGES

Section 1. Notice of General Order Changes. If there is a proposed update to a General Order, the Chief will send an electronic copy of the proposed General Order to the Union Executive Board and provide the Union an opportunity to review and/or comment seven (7) days prior to the Department-wide dissemination and implementation of the revised General Order.

ARTICLE 30: WAGES AND PAY SCALE

Section 1. FY2024 Pay Scale. The parties agree and acknowledge that the pay scale in effect as of July 1, 2023, is as reflected in Appendix 1 of this Agreement (the “FY2024 Pay Scale”).

Section 2. PayScale. The County and the Union will establish a PayScale Committee (“Committee”) for the purpose of working with a professional compensation and classification consultant to develop a revised and equitable pay scale for all Department personnel. There shall be four (4) members of this Committee. Two (2) shall be appointed by the Union, and two (2) shall be appointed by the County. The Committee may begin meeting on or after July 1, 2024, and shall issue a report and recommendations to the County no later than April 1, 2025. The recommendations made by the Committee shall be included as a subject in the Reopener negotiations referenced in Section 6 below.

Section 3. Market Adjustments. Employees covered by this Agreement will not receive market adjustments in FY2025 and FY2026 as a requirement of this Agreement.

Section 4. Step Increases.

- A. Employees who have not reached the top step of their applicable pay scale for their position shall receive a three percent (3%) Step increase during the period from July 1, 2024, through June 30, 2025 (i.e., Fiscal Year 2025) on their focal date in FY 2025.
- B. Employees who have not reached the top step of their applicable pay scale for their position shall receive a three percent (3%) Step increase during the period from July 1, 2025, through June 30, 2026 (i.e., Fiscal Year 2026) on their focal date in FY 2026.

Section 5. Lump Sum Payment.

- A. Employees in the ranks of Police Officer, Master Police Officer, Sergeant, and First Sergeant will be paid a lump sum payment.
- B. Eligible employees in the ranks referenced in Paragraph A who are employed by the Department on July 1, 2024, will be paid a One Thousand Dollar (\$1,000) lump sum payment on the first pay date following July 1, 2024.
- C. Eligible employees in the ranks referenced in Paragraph A who are employed by the Department on July 1, 2025, will be paid a One Thousand Dollar (\$1,000) lump sum payment on the first pay date following July 1, 2025.

Section 6. Wage Reopener.

In accordance with Article 52, this Agreement shall automatically reopen on July 1, 2026, for the limited purpose of engaging in good faith collective bargaining negotiations over revisions to the PayScale, market adjustments, step increases, and other forms of monetary compensation. These negotiations may commence on or after April 1, 2025.

ARTICLE 31: ON CALL PAY

Section 1. Minimum On Call Pay. Any Employee who is assigned by the Department to be on call during a twenty-four (24) hour period will be compensated for a minimum of one (1) hour of work at the Employee’s overtime rate.

Section 2. Additional Pay for Actual Time Worked. If an Employee is on call and that Employee

performs required duties that do not require the Employee to report to work, the Employee will be paid for the actual time worked at the Employee's overtime rate, in addition to the minimum on-call pay in Section 1. If the Employee is on call and that Employee is required to report to work as part of their on-call duties, that Employee shall be compensated pursuant to Article 32 (Call Back Pay), in addition to the minimum on-call pay in Section 1.

ARTICLE 32: CALL BACK PAY

Section 1. Call Back Pay. If an Employee is called back to work and must report to work, the Employee will be paid for a minimum of two (2) hours at the Employee's overtime rate and in fifteen (15) minute increments thereafter, at the Employee's overtime rate.

ARTICLE 33: SHIFT DIFFERENTIAL

Section 1. Eligibility for Shift Differential. Any Employee who works a shift that is eligible for shift differential pay under General Order 5.02(A) (Time and Attendance: Compensation Adjustments), effective October 12, 2021, shall be paid the shift differential.

Section 2. Shift Differential Rate. As of July 1, 2024, the shift differential rate shall be one dollar and fifty cents (\$1.50) per hour.

ARTICLE 34: HOLIDAYS AND HOLIDAY PAY

Section 1. Holidays. The following days shall be holidays for all Employees and shall be paid holiday pay rate:

- New Year's Holiday (begins with the Evening Shift on December 31 for a period of twenty-four (24) hours).
- Martin Luther King, Jr. Day (third Monday in January)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (typically fourth Thursday in November)
- Day after Thanksgiving (typically fourth Friday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)

Section 2. Holiday Pay Rate. Holiday Pay shall be paid pursuant to General Order 5.08: Time and Attendance: Holiday Pay Plan.

Section 3. Mandatory Comp Holidays. Employees shall be required to take Mandatory Comp

Holidays pursuant to General Order 5.08, Time and Attendance: Holiday Pay Plan, effective March 24, 2021.

Section 4. New Holidays. The County and/or the Department may designate additional holidays but shall not remove any holidays listed in this Article.

ARTICLE 35: CERTIFICATION AND SPECIALIZATION PAY

Section 1. FTO. Police Officers and Master Police Officers who work as a FTO (Field Training Officer) will be compensated one (1) overtime hour for each day they are assigned an Officer in Training. All Employees who work as full-time assigned FTOs will be compensated in accordance with General Order 22.17 effective May 17, 2023.

Section 2. CST. Police Officers and Master Police Officers who are currently certified as a CST (Crime Scene Technician) and assigned to a patrol squad, the Forensic Service Section, or are assigned to be a Crash Unit Investigator, will be compensated one dollar (\$1.00) per hour add to pay of their regularly scheduled shifts.

ARTICLE 36: ANNUAL LEAVE

Section 1. Annual Leave Accrual. Annual leave shall be accrued in accordance with the County Personnel Policy and Procedure (Benefits and Leave).

Section 2. Annual Leave Balance. Annual leave balances may be carried over in accordance with the County Personnel Policy and Procedure (Benefits and Leave).

Section 3. Annual Leave Pay Out. Upon separation from employment, annual leave will be paid out in accordance with the County Personnel Policy and Procedure (Benefits and Leave).

ARTICLE 37: SICK LEAVE

Section 1. Sick Leave Accrual. Sick leave will accrue in accordance with the County Personnel Policy and Procedure (Benefits and Leave).

Section 2. Sick Leave Carryover. Sick leave balances may be carried over in accordance with the County Personnel Policy and Procedure (Benefits and Leave).

Section 3. Sick Leave upon Separation. Upon separation from employment, sick leave will be paid out in accordance with the County Personnel Policy and Procedure (Benefits and Leave).

ARTICLE 38: MILITARY LEAVE

Section 1. Military Leave. The County, the Department, and the Union recognize the extraordinary service provided by Employees who serve in the National Guard or Active Reserve, and the importance of ensuring that those Employees have a successful re-entry upon return from active military service. All Employees who serve in the National Guard or Active Reserve shall have no less protection and no fewer rights than provided by the County Personnel Policy and Procedure Section 6.2, the corresponding County Leave Procedures effective September 20, 2022, and General Order 5.06, effective December 1, 2021 (Time and Attendance: Military Deployment

Plan for Department Members), as revised by this Article. Specifically, the County shall inform Employees of their right to request supplemental pay, and the Employee shall receive supplemental pay if the Employee is eligible and provides all required documentation and information.

ARTICLE 39: PAID FMLA LEAVE

1. Employees shall be eligible for up to six (6) weeks of paid leave for any purpose covered by the Family and Medical Leave Act (FMLA).
2. To be eligible for paid FMLA Leave, the Employee must meet the eligibility and qualification requirements of FMLA for the use of leave for the same purpose for which the Employee is using the leave.
3. Paid FMLA Leave can be utilized using the Measured-Forward Method. The FMLA period begins on the Employee's first day of absence for an FMLA-approved reason.
4. Paid FMLA Leave shall be paid 100% by the County.
5. Employees shall not be required to use their annual leave, sick leave, comp leave, or Personal Days in lieu of paid FMLA Leave.
6. When both parents of a newborn or newly adopted child are County employees, each parent may take up to twelve (12) weeks of FMLA Leave. Each parent may receive up to six (6) weeks of paid FMLA Leave under this policy.
7. The rights and obligations of Employees taking paid FMLA Leave shall be consistent with that set forth in County policy.

ARTICLE 40: PERSONAL LEAVE

Section 1. Personal Leave. All Employees shall continue to receive two (2) days of Personal Leave per calendar year.

ARTICLE 41: COMPENSATORY TIME

Section 1. Carryover of Compensatory Time. Employees may accrue up to one hundred and twenty (120) hours of Compensatory Time.

Section 2. Default to Cash Payment. Employees must request to earn Compensatory Time in lieu of a cash payment for overtime worked. If the Employee does not request to receive Compensatory Time in lieu of a cash payment, overtime will be paid as monetary compensation.

Section 3. Compensatory Time Upon Separation. Upon separation from employment, Employees shall receive payment for all unused Compensatory Time.

ARTICLE 42: CLOTHING/CLEANING ALLOWANCES

Section 1. Uniformed Personnel. All uniformed Employees shall continue to be issued uniform clothing and police equipment in accordance with General Order 3.02 (Uniforms and Personal Appearance: Uniform and Equipment Issue), effective June 22, 2022.

ARTICLE 43: MEDICAL INSURANCE PLANS

Section 1. Access to Plans. The County will continue to provide Employees access to any health plan(s) offered to any other County employees.

Section 2. County Contribution. The County agrees that the dollar value of what it contributes to pay for the cost of each category of Employee health coverage (i.e., individual, individual and spouse, and family) shall not be less than the amount it was contributing to each category of coverage as of June 30, 2024. For example, if the County was paying one thousand dollars (\$1,000) per month for individual coverage as of June 30, 2024, the dollar amount the County contributes for such coverage shall not be less than that for the duration of this Agreement. The County further agrees that the amount it pays for Employee health coverage shall not be less than the amount it pays for the same health care coverage for any other County employees.

Section 3. Creation of a County Joint Health Care Committee.

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

ARTICLE 44: DENTAL INSURANCE PLANS

Section 1. Access to Plans. The County will continue to provide Employees access to any dental insurance plan(s) offered to any other County employees.

ARTICLE 45: VISION INSURANCE PLANS

Section 1. Access to Plans. The County will continue to provide Employees access to any vision insurance plan(s) offered to any other County employees.

ARTICLE 46: LIFE INSURANCE

Section 1. Access to Plans. The County will continue to provide Employees with access to any life insurance plan(s) offered to any other County employees.

ARTICLE 47: FLEXIBLE SPENDING ACCOUNTS

Section 1. Access to FSAs. The County will continue to provide Employees with access to Flexible Spending Account (FSA) plans offered to any other County employees.

ARTICLE 48: SUPPLEMENTAL HAZARDOUS DUTY RETIREMENT PLAN

Section 1. Access to Plan. The County will continue to provide Employees with access to the Supplemental Hazardous Duty Retirement Plan, offered to other County Public Safety employees.

Section 2. Board. The Prince William County Supplemental Pension Plan for Sworn and Uniformed Public Safety Personnel Board will continue to provide oversight for the Supplemental Hazardous Duty Retirement Plan.

Section 3. Board Representative. Of the four (4) persons supplied by the Chief to the Board of County Supervisors for its selection of one (1) Board Representative, at least two (2) shall be members of the Bargaining Unit.

ARTICLE 49: 401(a) RETIREMENT PLAN

Section 1. Access to Plan. The County will continue to provide Employees access to the 401(a) Retirement Plan(s) offered to other County employees.

ARTICLE 50: 457 RETIREMENT PLAN

Section 1. Access to Plan. The County will continue to provide all Employees with access to the 457 Retirement Plan(s) offered to other County employees.

ARTICLE 51: CBA COPIES

Section 1. Reproduction for the Union. Within ten (10) calendar days of ratification of this Agreement by all parties, the County shall provide the Union with one electronic copy of this Agreement, including all appendices.

Section 2. Distribution. The Union may provide Employees with hard and/or electronic copies of this Agreement, including all appendices. The Union may distribute the hard copies to Employees by way of Employees' County mailboxes and may distribute electronic copies to

Employees via the Employees' work email addresses. The Department agrees to post the Agreement and all appendices electronically for all Employees to review.

ARTICLE 52: DURATION AND RENEWAL OF AGREEMENT

Section 1. Term. This Agreement will be effective July 1, 2024, and will continue in full force and effect through June 30, 2028. Renewal of this Agreement and renegotiation of any successor agreement will be consistent with Prince William County Code Section 2-209, *et. seq.*

Section 2. Effect of Revised Scope of Bargaining. In the event that the Prince William County Board of Supervisors votes to amend the Collective Bargaining Ordinance, Prince William County Code §2-209, *et. seq.*, and such amendments result in an expansion of the scope of collective bargaining beyond that set forth as of January 1, 2024, the Union may request bargaining on those subjects that are no longer prohibited subjects of bargaining. Such bargaining shall begin no earlier than sixty (60) days after the effective date of the amendments to the Ordinance and must be completed in accordance with the deadlines established in §2-218(g) of the Ordinance.

Section 3. Midterm Reopener. This Agreement shall automatically reopen on July 1, 2026, for the limited purpose of engaging in good faith collective bargaining negotiations over revisions to the PayScale, market adjustments, step increases, and other forms of monetary compensation. These negotiations may commence on or after April 1, 2025.

Section 4. Exclusive Recognition. Termination of this Agreement will not in and of itself terminate the Union's status as the Exclusive Bargaining Representative of the Bargaining Unit.

ARTICLE 53: FINALITY, SAVINGS & SEPARABILITY

Section 1. Binding Nature of this Agreement. As provided in Virginia Code §40.1-57.2, nothing in this Agreement shall be construed or interpreted as restricting the Board's authority to establish the budget or appropriate funds. The non-economic provisions of this Agreement shall be binding upon the parties.

Section 2. Waiver of Rights Not Negotiated. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter properly within the scope of negotiations and that understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total agreement between the County, the Department, and the Union. Further, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. It is further agreed that this Agreement can only be added to, amended, or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized representatives.

Except as permitted by this Agreement and the CBO, the County, and the Department will not have the authority to make unilateral changes to any terms and conditions of employment covered by this Agreement.

Section 3. Conflict with Law. If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law or court decision, such term or provision shall

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

Section 4. County Provided Benefits Not Addressed in this Agreement. If any benefits granted by the County’s ordinances or policies are not addressed in this Agreement, Employees in this Bargaining Unit will still be allowed to avail themselves of those benefits if the County, in its sole discretion, elects to make such benefits available to Bargaining Unit Employees.

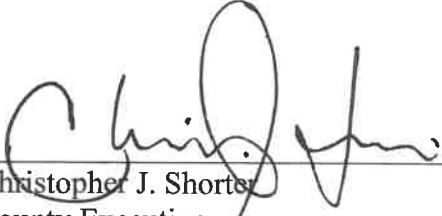
Signed on this 27 day of February, 2024, in Prince William County, Virginia:

**PRINCE WILLIAM COUNTY
POLICE ASSOCIATION
IUPA LOCAL 5010**



Katherine Zaimis
President
Prince William County Police Association

PRINCE WILLIAM COUNTY, VIRGINIA



Christopher J. Shorter
County Executive
Prince William County Government