

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
THE CITY OF CHARLOTTESVILLE
AND
SOUTHERN STATES POLICE
BENEVOLENT ASSOCIATION,
CHARLOTTESVILLE COLLECTIVE
BARGAINING COMMITTEE OF THE
CENTRAL VIRGINIA CHAPTER**

Effective From July 1, 2024 to June 30, 2026

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GENERAL PROVISIONS

PREAMBLE

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

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 to provide high quality services to the community members of the City of Charlottesville. This Agreement sets forth the results of the Parties’ negotiations with respect to wages, certain benefits, and terms and conditions of employment as defined in the City’s Collective Bargaining Ordinance (“CBO”).

ARTICLE 1 – RECOGNITION

The City recognizes the SSPBA as the exclusive representative of all Police bargaining unit employees, as defined in the CBO. The Police bargaining unit includes all sworn uniformed employees of the Charlottesville Police Department (the "Department"), including Police Officer, Corporal, and Detective, except those excluded by definition under CBO Sec. 19-202. The Police bargaining unit excludes all personnel at the rank of Sergeant and above.

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. 19-204(c)(1).

ARTICLE 2 – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all governmental, managerial, and administrative prerogatives and functions conferred upon the City inherently and by the CBO) are retained and vested exclusively in the City, including but not limited to, the exclusive right to:

- A. To determine the organization of city government and the purpose and mission of its constituent agencies, and to add, delete, modify, or suspend programs, functions, and units of government as the city determines to be necessary and appropriate;
- B. To determine the type and scope of work to be performed by city employees, and the manner in which services are to be provided;
- C. To direct the work of employees and determine the number of employees to perform any work or service;
- D. To hire, classify, promote, transfer, assign, retain, and supervise all employees, and to suspend, demote, discharge, or take other disciplinary action against employees;

- E. To determine and change the number of positions and/or the appointment type (full time, part time, etc.) for such positions;
- F. To relieve employees from duties by layoff or other reduction-in-force due to lack of work, budget changes, changed working conditions or requirements, or for other reasons not prohibited by law;
- G. To introduce new or different services, methods, equipment, or facilities;
- H. To contract for, expand, reduce, transfer, eliminate, or change in any way the operations of the general government, as well as any department, office, or part thereof;
- I. To establish and change standards of behavior or performance, promotions, staffing levels, job qualifications, and job descriptions;
- J. To determine the kind, type, location, and use of city-owned equipment or facilities; provided that the city shall not require use or operation of unsafe equipment or the unsafe operation of equipment;
- K. To determine its tax levies, revenue generation methods, budget, and appropriation;
- L. To require enhanced security measures to protect city facilities, infrastructure, personnel, and the public;
- M. To take whatever actions may be necessary to carry out the city's mission during a state of emergency as defined in Virginia Code § 44-146.16 affecting the city or a declaration of local emergency as defined in Virginia Code § 44-146.16, or during such other emergency operations as may be deemed necessary by the city manager or his/her designee;
- N. To make and implement systems for awarding outstanding service increments, extraordinary performance awards, other merit awards, and recognizing employee recognition and service (including hiring and referral bonuses);
- O. To introduce new or improved technology, research, development, and services;
- P. To determine matters related to the administration of pay and benefits which are not directly related to monetary compensation or benefits;
- Q. To issue and enforce rules, policies, and regulations necessary to carry out these and all other managerial functions which are not inconsistent with the City's collective bargaining ordinance, this collective bargaining agreement, or federal or state law; and
- R. To take any other action necessarily to fulfill the duties and responsibilities granted to the city manager under section 5.01 of the Charter of the City of Charlottesville.

The City's failure to exercise any prerogative or function hereby reserved to it, or the City's exercise of any such prerogative or function in a particular way, shall not be considered a waiver

of the City’s right to exercise such prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3 – NO STRIKES OR LOCKOUTS

A bargaining unit employee shall not either directly or indirectly cause, instigate, sponsor, direct, encourage, condone, or engage in any strike, nor the City in any lockout. Neither a bargaining unit employee nor the Union shall obstruct, impede, or restrict, either directly or indirectly, any attempt to terminate a strike.

ARTICLE 4 – 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 minimum rights afforded to bargaining unit employees and that the provisions of this Agreement may provide additional rights for bargaining unit employees.

ARTICLE 5 – AUTHORIZED REPRESENTATIVES

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 City.

ARTICLE 6 – CHIEF’S ADVISORY BOARD

The Command Advisory Board (also referred to as the Chief’s Advisory Board) (the “CAB”) exists to allow rank-and-file members of the Department to have input and offer solutions to issues raised, as well as to facilitate effective two-way communication between Command Staff and all Department employees. The Chief of Police shall continue to utilize the CAB and have the discretion to determine the composition of the general composition of the CAB except that two members of the CAB shall be appointed by the SSPBA.

ARTICLE 7 – LABOR-MANAGEMENT COMMITTEE

Section 7.1. Committee Members.

There shall be a Labor-Management Committee (“Committee”) consisting of no more than three (3) SSPBA representatives appointed by the SSPBA and no more than three (3) City representatives appointed by the City. Each party may designate two (2) alternates. Moreover, either side may bring additional individuals to a meeting of the Committee to serve as witnesses on relevant topics being discussed. To the extent such witnesses are also off-duty City employees, they will not be compensated for time spent at Committee meetings.

Section 7.2. Committee Meetings.

The Committee shall meet at least quarterly at mutually selected times to discuss matters relevant to the Parties. Either party may refer a matter to the Committee. Meeting subjects may include:

- A. discussion on the implementation and general administration of this Agreement;
- B. discussion of matters of mutual concern; and
- C. a sharing of general information of interest between the Parties.

Issues of workplace and employee safety shall not be a major topic of discussion at Committee meetings, as such topics should be raised as soon as practicable by either party.

Section 7.3. Committee Authority.

It is the intent of the Parties that the Committee reach consensus and provide recommendations to the SSPBA and the City. The Committee shall not have the power or authority to add to, subtract from, or amend any existing collective bargaining agreement between the Parties, or to adjust any pending grievances. Discussions of the Committee are not considered to be collective bargaining under the CBO, and a lack of consensus among the Committee members shall not be subject to any statutory impasse resolution procedure.

Section 7.4. Pay and Benefits.

Representatives of the SSPBA on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty times.

Section 7.5. CAB.

Nothing in this Article shall be construed to replace the CAB. The structure and administration of the CAB shall be within the Department's sole discretion, except as provided for in Article 6.

ORGANIZATIONAL SECURITY PROVISIONS

ARTICLE 8 – EMPLOYEE AND SSPBA RIGHTS AND RESPONSIBILITIES

Section 8.1. Employee Rights.

Each employee of the Bargaining Unit shall have the rights guaranteed under the CBO Sec. 19-205(a) and (b). The City will not discriminate against any employee for activity on behalf of, or membership in the SSPBA.

Section 8.2. 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 8.3. SSPBA Representatives.

The SSPBA will provide to the Department 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 City officials. The SSPBA may also appoint, and the City will recognize up to two (2) Stewards per bureau (with the exception of the Patrol Division which may have up to three (3) per bureau) to represent individual employees such as in grievances or disciplinary matters. On an annual basis, the SSPBA shall notify the Department of the name, shift, and work location of such Stewards.

Section 8.4. Employee Access to Representation.

An employee will be allowed reasonable official time, with sufficient advance notice to the employee's supervisor, to visit an SSPBA Representative or Steward at their duty station concerning a complaint or work-related issue. The needs of the Department to provide services to the community are paramount, and the timing of such visits is subject to the demands of work responsibilities. 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 the SSPBA Representative. If under such a confidentiality order, the employee shall have an obligation to inform the SSPBA Representative of the confidentiality order and the SSPBA Representative 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 as a permitted exception to the confidentiality requirement along with the current and any other appropriate exceptions.

Section 8.5. SSPBA Representation.

- A. The Executive Board and its authorized SSPBA Representatives may meet with management personnel on official time, if appropriate, and comment on personnel policies and practices that impact bargaining unit employees. An SSPBA Representative or Steward may leave their work assignment for a reasonable amount of time when an employee requests assistance in the prompt and expeditious handling of a complaint, grievance, or other matter covered by the CBO. Such approval shall not be unreasonably denied.
- B. Every effort will be made to do representative work in a way that has minimal impact on the 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 demand, the supervisor shall allow it at the next available reasonable time. However, the right to an SSPBA Representative shall not be denied.
- C. 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, practices, and working conditions, without discriminating 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 8.6. Official Time for Representational Activities.

Reasonable official time shall be granted to the SSPBA's Representatives and Stewards for the purpose of representing the concerns of bargaining unit employees, including representing the bargaining unit by bargaining with the City (including by preparing proposals and responding to counterproposals), 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 or the SSPBA. The City reserves the right to temporarily preclude any and all SSPBA business during working hours when there is an emergency and at other times when the time may negatively impact department operations. Time spent on matters representing bargaining unit employees shall not be subtracted from the time bank in Section 8.7.

Section 8.7. SSPBA Time Bank.

- A. The SSPBA President and their designated representative(s) shall have available a bank of one hundred fifty (150) hours maximum per fiscal year of this Agreement (“SSPBA Leave Hours”) 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 8.6 or elsewhere in this Agreement.
- B. The City will provide the SSPBA with seventy-five (75) hours of SSPBA Leave Hours each fiscal year of this Agreement. The SSPBA may also accrue up to 75 additional leave hours through donations of accrued vacation leave from bargaining unit employees. Contributions must be in the amount of at least one (1) hour and up to a maximum of ten (10) hours per employee per year. Contributions will be in whole hours only and are irrevocable.
- C. Unused amounts of SSPBA Leave Hours from one year may carry over into the next year, but at no time may the bank of SSPBA Leave Hours exceed 150 hours. Once such leave is exceeded, vacation leave, compensatory leave, or leave without pay may be used by the SSPBA President, Bargaining Committee Chair, 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.
- D. SSPBA Leave Hours cannot be used when an employee is not scheduled to be on duty or is in an unpaid leave status. SSPBA Leave Hours cannot result in an employee incurring unscheduled overtime hours.
- E. SSPBA will notify the City which bargaining unit employees may use SSPBA Leave Hours on an annual basis. The SSPBA must immediately notify the Department of any changes in the list of bargaining unit employees eligible to use SSPBA Leave Hours.
- F. On a quarterly basis, the City will provide the Union with records of SSPBA Leave Hours for SSPBA to review and, if applicable, to reject as unauthorized. In the event the SSPBA identifies unauthorized hours, the employee who used the hours will be debited vacation or other accrued leave in the amount of the unauthorized time.
- G. The employee must provide at least 72 hours’ notice of the need for SSPBA Leave Hours to their immediate supervisor unless the need for leave could not have been reasonably anticipated. The request will be subject to the Department’s standard leave approval process.
- H. SSPBA Leave Hours must be used in a minimum increment of one (1) hour.

- I. SSPBA officers or representatives receiving paid time off to attend membership meetings and executive board meetings must return to work within a reasonable time after the conclusion of any such meeting.

Section 8.8. Communications.

- A. The City shall allow the SSPBA access to a bulletin/display board in the roll call room of Department headquarters. The SSPBA may utilize the bulletin/display boards to post SSPBA information.
- B. The bulletin/display boards used by the SSPBA can include, but are not limited to, the following notices:
 1. SSPBA updates;
 2. Recreation and social affairs of the SSPBA;
 3. Bargaining unit meetings or social events;
 4. SSPBA elections;
 5. Reports of bargaining unit committees; and
 6. Legislative enactments and judicial decisions affecting public employee labor relations.
- C. With the exception of postings related to internal SSPBA elections, no political postings, or candidate endorsements shall be posted to the bulletin/display board. All postings shall comply with the City's Personnel Policies and applicable Department General Orders. The City may remove material at its discretion if it determines a posting is in violation of the Personnel Policies or applicable Department General Orders. If the SSPBA disagrees with the City's decision to remove material, it will notify the City and the Parties will meet and confer regarding appropriate next steps.
- D. 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.
- E. Rooms. The City shall allow the SSPBA to use available rooms in the Department headquarters or other Department facilities any time such is not in official use, in accordance with the facility reservation policy.

Section 8.9. Quarterly List and New Hires.

Every quarter, the City shall provide a list of all bargaining unit employees to the SSPBA. The City shall also notify the SSPBA of all new bargaining unit hires within 30 days of hire.

Section 8.10. Use of Communications Systems.

Consistent with CBO Sec. 19-205(c), employees are permitted to use their work devices for SSPBA activity (for example, to receive communications related to grievances, concerns regarding

subjects of bargaining, representing officers in disciplinary matters) to the extent that it does not interfere with the employee's work duties.

Section 8.11. Meeting with New Hires.

- A. An SSPBA Representative 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 of the date the employee attains sworn status in the Department.
- B. As the exclusive bargaining representative, the SSPBA is the only employee organization to have access to eligible new hires on official time absent SSPBA's written permission.

ARTICLE 9 – CHECK-OFF AND DUES DEDUCTION

Section 9.1. Dues Deduction.

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

Section 9.2. Employee Authorizations.

The SSPBA will provide the City with the employee's written authorization to deduct dues. Deductions will begin no later than the second pay period after receipt of written authorization from the SSPBA.

Section 9.3. Amounts.

The SSPBA will provide the City with a written schedule of dues in the form of a flat fee per biweekly pay period and shall promptly notify the City in writing of any changes in these amounts. Any change in the amount of dues to be deducted by the City will become effective the 30 days following the City's receipt of notice from the SSPBA.

Section 9.4. Remittance.

The City will remit dues to the SSPBA no later than seven business days after the dues were deducted. The City will provide the SSPBA with a statement indicating all employees for whom dues were deducted and remitted; that statement will be submitted within three business days following the remittance.

Section 9.5. Revocation.

Authorization to pay SSPBA dues may be revoked by the employee upon written notice to the SSPBA and the City. Revocations will be processed within a 30-day time period. If the City makes an overpayment to the SSPBA, the City will deduct that amount from the next remittance to the SSPBA. If the City inadvertently makes deductions from an employee who did not authorize a deduction or revoked authorization in accordance with this Article, the SSPBA agrees to refund the deduction to the employee.

Section 9.6. Indemnification.

The SSPBA shall defend, indemnify, and hold harmless the City, its officers, and employees 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 the 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 the SSPBA regarding changes or cancellations to the deduction authorization.

ARTICLE 10 – COPIES OF AGREEMENT

Within fourteen (14) days of ratification of this Agreement, the City, at its cost, shall provide and distribute to the SSPBA one fully-executed hard copy of this Agreement, including all Appendices.

The City shall also make the Agreement including all Appendices available electronically by posting it in a location that is accessible to all members of the bargaining unit (such as on the City's website).

GENERAL EMPLOYMENT PROVISIONS

ARTICLE 11 – SENIORITY

Seniority of employees within the bargaining unit is determined for Department purposes:

- A. First by rank within the Department.
- B. Second by continuous service within the rank or grade with the Department. An employee just promoted or sworn in has a lower seniority level than an employee of the same rank or grade with an earlier date of promotion or sworn status. Prior service in another rank or grade within the Department, or prior service of any type with another department with the City of Charlottesville has no bearing on seniority within a given rank or grade.
- C. 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.
- D. If Step 3 is not applicable, for employees who have the same sworn date, seniority shall be determined as follows:
 1. Total continuous service with the City of Charlottesville.
 2. Length of time spent in FTO, with the least amount of time determining the most senior employee (e.g., employees with the least amount of time have the highest seniority).
 3. If employees spent an equal amount of time in FTO, seniority will be determined by academy graduation scores ranked highest to lowest (e.g., employees with the highest graduation scores have the highest seniority).

Specialty teams can create their own specialty-specific seniority.

Any officer who is re-hired within 12 months will reclaim their seniority date for all purposes under this Agreement. At the time the employee returns, the employee's seniority date shall be from the time of their original date in the bargaining unit less any break in continuous service.

Employees who are separated from service for a period of greater than 12 months will not be entitled to reclaim their prior Department seniority dates.

ARTICLE 12 – PROMOTIONS AND DEMOTIONS

Section 12.1. Generally.

The Parties agree that it is in the best interests of the Department and employees to have a promotional process that is as transparent as possible while balancing the need for applicant confidentiality. To that end, the Department shall continue to determine promotions in a non-discriminatory manner based upon job-related factors and candidate skills and qualifications. All promotions of sworn employees of the Department will be made by and at the discretion of the Chief of Police. When the Department decides to establish a new eligibility list for promotions, it will distribute a Department-wide announcement to employees with a deadline for all applications. The announcement will include eligibility requirements for the promotional process.

Section 12.2. 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 during the promotional process and, if requested, the Department shall provide the employee with feedback.

Section 12.3. Demotion.

Employees who are demoted into the bargaining unit shall be compensated at the rate not less than what their pay would have been but for the promotion. Employees who are demoted into the bargaining unit shall not be required to complete another initial probationary period. Employees who are demoted into the bargaining unit may file a grievance or Dispute, as defined in Article 23, over the effects that the demotion may have had on the employee's status within the bargaining unit. Employees may not file a Dispute over any action that occurred while the employee was outside of the bargaining unit.

ARTICLE 13 – ASSIGNMENT TO SPECIALIZED POSITIONS

- A. The Department may establish various specialized positions or units. Selection for such specialized units will be at the Chief's discretion and will be made according to Department needs, job-related factors, and employee skills and qualifications. When a specialized position becomes available within a unit or bureau, the Department shall issue a Department-wide announcement to request eligible employees to submit their interest in a transfer to that unit or bureau. The announcement will include the eligibility requirements for the specific position.
- B. When a canine is removed from service due to retirement, death, or disability, it will be at the sole discretion of the Chief of Police to decide if the retired canine's handler will receive a new canine, or if the department-wide selection process for position vacancies will be implemented.

ARTICLE 14 – PERSONNEL FILES

The City shall maintain one or more official personnel files for each member employee. The City may retain and store records in various formats, including as electronically imaged documents. The existence of an official City personnel file does not preclude the department or individual supervisors from maintaining employee records as necessary for program level operations or for supervisory purposes.

Employees may examine the contents of their official personnel file at reasonable times by contacting Human Resources. Employees may also authorize a designated representative to review their personnel file in a signed writing. An employee may request the removal of records from their personnel file that they believe to be irrelevant or erroneous information. If the City denies the employee's request to remove the record(s), the employee may file a written rebuttal statement to be placed in their personnel file. Any request processed under this policy will be in compliance with all applicable records retention laws.

The custodians of personnel files and other employee records may only access and use such information for a legitimate employment purpose and in accordance with the City's generally applicable personnel records policies.

ARTICLE 15 – TRAINING

Section 15.1. General.

The City will continue to provide personnel development, training for basic and recertification requirements, comprehensive instruction, and performance-based training. Each supervisor and commanding officer will assess the professional training and development needs of their subordinates and facilitate improvement opportunities. Employees are expected to stay current regarding their certification and related professional development requirements.

Section 15.2. Specialized Training.

Skill development shall be provided to personnel whenever specific specialized needs are identified or through a change in assignment or promotion.

Section. 15.3. External Training.

External training refers to training opportunities offered through other police agencies, training agencies, or institutes that may be utilized to enhance individual development and to satisfy training or certification needs that are not available through the local criminal justice training academy. External training often may not be pre-approved or certified by the Department of Criminal Justice Services ("DCJS").

If an employee desires to participate in an external training, the employee should make the request through procedures established by the Department. The Chief of Police will have final approval of all external training requested by employees. Employees who attend Department-paid external training will be expected to teach the training to Department personnel after completion of the training.

Section 15.4. Documentation and Training Records Management.

It shall be the responsibility of employees to forward a copy of any training certificate received for the successful completion of training to the Training Bureau. The copy shall be filed in the employee’s training record.

The Department shall respond within one week after a determination has been made with a written notice approving or denying a formal request for training (e.g., Training Request Form).

Section 15.5. Compensation and Reimbursements Related to Travel.

A. Travel Time Compensation. An employee attending a Department-approved training course shall be eligible for travel time compensation under the following conditions:

1. An employee shall be compensated for time spent traveling to and from the site of the training course, where such travel time exceeds the employee’s normal time spent commuting to and from work.
2. If overnight accommodations are provided at the City’s expense, but the employee chooses to commute from home to the training site each day instead, then no travel time shall be compensated, other than time spent in the initial trip to the site on the first day, and the time spent on the return trip on the last day of the training.

B. Mileage Reimbursement. If approved by their supervisor, employees using their personal vehicles for transportation to and from a Department-approved training course are eligible to receive a per-mile reimbursement by the City at the standard mileage rate currently in effect.

ARTICLE 16 – TAKE-HOME VEHICLE PROGRAM AND VEHICLE USE

Section 16.1. General.

The City acknowledges that providing take-home vehicles to its officers through a Take-Home Vehicle Program both promotes and enhances public safety within the City through the increased visual presence of police vehicles and through decreasing response times for personnel required to respond to emergency situations. Therefore, under guidelines as established by the Department, as may be amended from time to time in its discretion, and with the approval of the Chief of Police or authorized designee, police vehicles will be issued/assigned to eligible bargaining unit employees as take-home vehicles.

Section 16.2. Eligibility.

In order to be eligible for assignment of a take-home vehicle, bargaining unit employees must meet and remain in compliance with the following requirements:

- A. The employee must be a full-time sworn officer of the Department.
- B. The employee must be released from the Department’s field training program.

- C. The employee must have had no more than one avoidable/at-fault motor vehicle crash involving a Department vehicle within the previous six months, as determined by the Charlottesville Police Department Accident Review Board.
- D. The employee must have received no more than one sustained Category B or combination of Category A disciplinary violation(s) within the previous 12 months.

A bargaining unit employee who does not remain in compliance with the enumerated eligibility requirements may not participate in the take-home vehicle program until such time as the employee again meets the eligibility requirements set forth above.

Section 16.3. Suspension from the Program.

The Chief of Police or authorized designee may alter or suspend for a time a bargaining unit employee's use of a take-home vehicle (1) for failing to follow the policies, rules, and/or regulations pertaining to the use, operation, and/or care of the Department's vehicles; (2) for failing to keep the issued/assigned vehicle properly maintained; (3) in conjunction with Departmental discipline; or (4) for involvement in a pattern of avoidable/at-fault motor vehicle crashes.

Nevertheless, the Chief of Police or authorized designee may indefinitely suspend a bargaining unit employee from participation in the take-home vehicle program for the aforementioned reasons when it is clear by a pattern of violations of the aforementioned criteria that the officer is unable or unwilling to appropriately care for, use, maintain, and/or handle the vehicle.

Section 16.4. Serviceability of Vehicles.

The officer assigned the take-home vehicle shall be responsible for notifying the Department of any known defect in or maintenance need of the vehicle. Upon notification by the employee, the Department shall authorize, approve, and pay for all repairs necessary to maintain the vehicle in serviceable condition (including, but not limited to, routine maintenance) such that the vehicle is fit for use in situations that the assigned officer may reasonably expect to encounter while in possession of the vehicle.

Section 16.5. Suspension of the Program.

The City shall make every reasonable effort, including, but not limited to, the allocation of financial resources to provide for the maintenance of the Take-Home Vehicle Program as set forth in this Article. Nevertheless, the Take-Home Vehicle Program may be temporarily suspended from time to time, for sufficient cause. Sufficient cause to suspend the Take-Home Vehicle Program may include, but is not limited to, severe unanticipated financial constraints and/or vehicle shortages due to reasons beyond the City's control.

ARTICLE 17 – CANINE HANDLERS

The Department shall maintain guidelines for the use and management of authorized canines to augment its law enforcement services and operations. Such guidelines may be amended from time to time in the discretion of the Department, however, the guidelines shall comply with applicable federal and state laws with respect to canine handlers and the items below.

Section 17.1. Compensation.

At minimum, canine (“K-9”) handlers shall be compensated for time spent in the care, feeding, grooming, and other needs of the canine in accordance with the Fair Labor Standards Act (“FLSA”), and according to the terms of this Agreement.

Section 17.2. Medical Costs.

The City shall cover the necessary medical costs associated with keeping the canine in good health. In the event that a canine is injured, or there is an indication that the canine is not in good physical condition, the injury or condition will be reported to the K-9 Coordinator and Shift Supervisor as soon as practicable and appropriately documented. Generally, all medical attention shall be rendered by the designated canine veterinarian, except during an emergency, where treatment should be obtained from the nearest available veterinarian or veterinary emergency hospital/facility. All records of medical treatment shall be maintained in the handler’s personnel file.

Section 17.3. Equipment Costs.

The City shall provide K-9 vehicles for use by K-9 handlers. Moreover, K-9 handlers shall also be issued equipment to safely handle, effectively train, and deploy their canine partners.

Section 17.4. Training.

- A. Before assignment in the field, each K-9 Team shall be initially trained and certified to meet current nationally recognized canine standards or other recognized and approved canine certification standards.
- B. All canine training shall be conducted while on-duty unless otherwise approved by the K-9 Coordinator or Shift Supervisor.
- C. Each K-9 Team shall be recertified to a current nationally recognized standard or other recognized and approved certification standards established for their particular skills on an annual basis. Additional training must be approved by the Department.

ARTICLE 18 – GROOMING

The Parties agree to continue to allow officers the options provided by the Department’s current grooming policy. Accordingly, bargaining unit employees shall be permitted to have mustaches, sideburns, beards, and/or goatees while on duty subject to the following Departmental standards.

All facial hair will be kept neat, trimmed, and professional in appearance. Extreme styles are prohibited. Furthermore, facial hair may not interfere with the proper wearing/fitting of any employee’s specialized equipment.

Mustaches. Mustaches shall not extend below the corners of the mouth or beyond the natural hairline of the upper lip and shall be short and neatly trimmed.

Sideburns. Sideburns shall not extend below the bottom of the outer ear opening (the top of the earlobes) and shall be trimmed and neat.

Beards. Beards shall be neat, trimmed, and professional in appearance. Beards shall only be worn with a mustache and cover the complete jaw line. Cheeks shall be shaven on or above the cheekbone and the neck of the employee shall be shaven on and below the “Adam’s apple”. The bulk of the beard (distance that the mass of facial hair protrudes from the skin of the face) shall not exceed ½ of an inch.

Goatees. Goatees shall be worn with a mustache and the employee’s cheeks, jaw line, and neck shall remain shaven.

ARTICLE 19 – HEALTH AND WELLNESS

Section 19.1. Exercise Opportunities.

The Department shall afford employees the opportunity to exercise on duty, dependent on operational needs, if approved by their supervisor. The City retains the right to set reasonable time limits for exercising while on duty.

Section 19.2. Membership Reimbursement.

Employees are eligible to participate in the City’s gym reimbursement program and must adhere to the program’s established guidelines administered by the Human Resources Department. Employees shall receive reimbursement in an amount the same as all City employees, but no less than \$34.00 per month, based on membership costs. Reimbursements are considered taxable income in accordance with IRS regulations.

ARTICLE 20 – LIGHT DUTY AND RETURN TO WORK

Section 20.1. Reasonable Accommodations.

The City will provide reasonable accommodations to employees that may include a light/modified duty position assignment for those who are unable to perform the essential functions of their job due to an injury or temporary disability. These temporary positions are dependent upon availability in the Department and are required to be reviewed and approved by Human Resources.

Section 20.2. Temporary Work Duty.

The City promotes an early return to work program that provides opportunities for employees injured on the job to return to work on temporary light/modified work duty. An employee may be placed in a temporary work duty assignment to facilitate their return to full duty while they are recovering from their work injury. These assignments are required to be reviewed and approved by Human Resources.

Section 20.2. Compliance with Personnel Policies.

Temporary light/modified duty assignments shall be administered in accordance with the City’s Personnel Policies.

ARTICLE 21 – MOBILE RECORDING SYSTEMS

Section 21.1. Current Policy.

This Article adopts the Department’s current Mobile Recording Systems policy. This policy governs body-worn cameras, in-car video cameras, and other approved audio/video recording systems. Collectively, these are referred to as mobile recording systems.

Section 21.2. Accidental Activation.

When accidental and sensitive recordings occur, such as during an officer’s use of a restroom, conversation with a confidential informant, 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 mobile recording systems footage designated by the City. Recordings classified as “Accidental Activation” shall be deleted in accordance with the Library of Virginia Records Retention and Disposition Schedule then in effect. City employees or independent contractors reviewing the video shall appropriately classify such accidental and sensitive recordings and notify employees if potentially sensitive non-evidentiary value audio/video or portions of audio/videos recordings are discovered prior to release.

If the footage cannot be deleted, then accidental and sensitive portions of the footage shall be obscured with redaction technology.

Section 21.3. Removal of Mobile Recording Systems.

When not involved in official police business, employees may remove or disengage any mobile recording systems when conferring with legal counsel, peer support, union representatives, or engaging in other legally privileged conversations. If portions of mobile recording systems footage contain information covered by legal privilege, it shall be redacted from the footage prior to release outside of the Department.

ARTICLE 22 – RELEASE OF CAMERA FOOTAGE 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 the Department which directly depict 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. The Department has discretion within the bounds of the law with regard to release of audio, video, and images in the custody and control of the Department. The Department, 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 23 – REIMBURSEMENT FOR PROPERTY DAMAGE

The City agrees to reimburse employees for the replacement costs of specific items that have been damaged in the course of their official duties, provided such loss or damage is not caused by

carelessness of the individual employee. The City also agrees to reimburse employees for personal property that is seized as evidence after a critical incident.

Reimbursement is limited to the following items: watches (up to \$100), gloves (up to \$25), driver’s licenses, false teeth, sunglasses (up to \$75), and prescription eyeglasses or contact lenses (up to \$400). Driver’s licenses shall be replaced at the cost determined by the employee’s home state DMV. The City agrees to consider other items on a case-by-case basis for good cause. The maximum number of reimbursements for all items other than eyeglasses or contacts lenses is one per calendar year. Reimbursements will be distributed within 30 calendar days after the City’s receipt of proper notification of loss.

LEAVE AND BREAK PROVISIONS

ARTICLE 24 – VACATION

Section 24.1. Vacation Leave Accrual.

Employees in the bargaining unit shall accrue vacation leave in accordance with accrual rates listed in the table below.

40-Hour/Week Employee

Years of Service	Vacation Hours Accrued Biweekly	Vacation Hours Accrued Annually	Total Vacation Hours Limit	Vacation Hours Payout Limit
0 to 3	3.09	80.34	160	120
3 to 5	3.85	100.10	180	140
5 to 10	4.62	120.12	200	160
10 to 15	5.40	140.40	220	180
15 to 20	6.16	160.16	240	200
20 to 25	6.93	180.18	260	220
25+	7.70	200.20	280	240

Section 24.2. Maximum Leave Accruals.

Employees may accrue up to two (2) weeks (approximately 80 hours for a 40-hour/week employee) more than their individual accrual amount which can be earned in one year. Annual leave in excess of the two (2) week maximum allowed accumulation will be converted to sick leave hours on a one-to-one basis and added to the employee’s sick leave balance at the end of the fiscal year.

Section 24.3. Unpaid Status and Impact Upon Leave Accruals.

An employee who is in unpaid leave status for a period of more than 14 calendar days will not accrue vacation leave for a one (1) month period and will not again receive accrual rights until the employee completes a calendar month with fewer than three (3) workdays lost to unpaid status.

Section 24.4. Leave Upon Separation from Service.

With two (2) weeks’ notice upon separation from City employment, non-probationary employees shall be paid for unused vacation leave accruals based on the employee’s current rate of pay at the time of separation from service, up to the specified Vacation Hours Payout Limit based on years of service, as indicated in the above tables.

ARTICLE 25 – SICK LEAVE

Section 25.1. Sick Leave Accrual.

Employees in the bargaining unit shall accrue sick leave in accordance with accrual rates listed in the table below. The amounts include the combined accrual for both personal sick leave and family sick leave.

40-Hour/Week Employee

Years of Service	Sick Hours Accrued Biweekly	Sick Hours Accrued Annually
0 to 3	4.62	120
3 to 5	4.62	120
5 to 10	4.62	120
10 to 15	4.62	120
15 to 20	4.62	120
20 to 25	4.62	120
25+	4.62	120

Section 25.2. Sick Leave Eligibility and Use.

The eligibility and use of sick leave will be in accordance with the City’s Personnel Policies, which may be amended from time to time.

Section 25.3. Unpaid Status and Impact Upon Leave Accruals.

An employee who is in unpaid leave status for a period of more than 14 calendar days will not accrue sick leave for a one (1) month period and will not again receive accrual rights until the employee completes a calendar month with fewer than three (3) workdays lost to unpaid status.

Section 25.4. Payment for Sick Leave.

Non-exempt employees will be paid their “normal hourly compensation” for each hour of paid sick leave used. “Normal hourly compensation” is the hourly rate that an employee would have earned for time during which the employee used paid sick leave. Employees are not eligible for any cash out of unused, accrued sick leave upon their separation of service from the City.

ARTICLE 26 – PAID PARENTAL LEAVE

Employees are eligible for Paid Parental Leave in accordance with the City’s established policy, as may be amended from time to time in its discretion and shall receive the same benefit afforded

to eligible employees outside of any bargaining unit, or a minimum of two (2) weeks of paid leave, whichever is greater.

ARTICLE 27 – OTHER LEAVE

Bargaining unit employees are eligible for leave in accordance with the City’s established policies, as may be amended from time to time, and shall receive at a minimum the same benefits afforded to eligible employees outside of any bargaining unit.

ARTICLE 28 – HOLIDAYS

Section 28.1. City Recognized Holidays.

The City shall recognize the following observed holidays:

- | | |
|------------------------------|--|
| • New Year’s Day | January 1 |
| • Martin Luther King Jr. Day | Third Monday in January |
| • Presidents Day | Third Monday in February |
| • Liberation & Freedom Day | March 3 |
| • Memorial Day | Last Monday in May |
| • Juneteenth | June 19 |
| • Independence Day | July 4 |
| • Labor Day | First Monday in September |
| • Veterans Day | November 11 |
| • Thanksgiving | Fourth Thursday in November |
| • Day After Thanksgiving | Fourth Friday in November |
| • Christmas Eve | December 24 |
| • Christmas | December 25 |
| • Floating Holiday | Must be taken during current fiscal year
(July 1-June 30) |

Section 28.2. Holiday Bank.

In lieu of the holidays listed above, bargaining unit employees shall receive 104 hours of an annual holiday bank in addition to one (1) Floating Holiday (8 hours) per fiscal year. Any unused holiday time will not carry over into the next calendar year. The Floating Holiday does not carry over into the next fiscal year.

Section 28.3. Rate of Pay.

Employees shall be compensated one and a half times (1.5x) their hourly rate of pay for hours actually worked on City-observed holidays. Employees who work on Christmas Eve or Christmas Day will be paid one and a half times (1.5x) their hourly rate of pay for hours actually worked on those days, regardless of when the City observes Christmas Eve or Christmas Day.

Section 28.4. Additional Holidays.

Nothing in this Article shall prohibit compensation for additional holidays approved by the Charlottesville City Council or the City Manager.

DISPUTE AND DISCIPLINE PROVISIONS

ARTICLE 29 – DISPUTE PROCEDURE

Section 29.1. Coverage of Personnel.

This procedure for the resolution of disputes (“Dispute Procedure”) is available for the use of all bargaining unit employees who have completed the probationary period.

Bargaining unit employees covered under this Agreement have the right to exercise all rights guaranteed by this Article and provided for by law such as to file grievances or disputes, appear as witnesses in grievance, dispute resolution, and arbitration hearings (collectively “Hearings”), request documents relevant to their Hearing, question and cross-examine witnesses, and fully utilize this procedure without fear of harassment, retaliation, discrimination, or reprisal.

Sworn police officers shall continue to have an option to follow the procedures established by Va. Code, § 9.1-500. Police officers must make an election at the point they submit their dispute in writing between (a) the Dispute Procedure set forth in this Article (b) the City’s General Grievance Procedures in City Personal Manual 2.9, or (c) the Provisions of Va. Code § 9.1-501 Conduct of Investigations. An employee’s initial election to file a grievance, to file a Dispute, or to proceed under § 9.1-501 is binding and irrevocable by the time of filing the second step form in writing. By electing one procedure, the employee automatically waives any right to participate in the other procedure for any Dispute or grievance relating to the same underlying conduct. Nothing in this Article shall act to limit the rights guaranteed to municipal employees by Va. Code §§ 15.2-1506 and 1507.

Section 29.2. Dispute Defined.

The term “Dispute” as used in this Agreement means any disagreement concerning:

- A. The administration or interpretation of the terms of this Agreement;
- B. The application of personnel policies, procedures, rules, and regulations to the extent that they conflict with or implicate the express terms of this Agreement;
- C. Disciplinary actions up to and including terminations, except that employees may not file Disputes regarding disciplinary actions below the level of a written reprimand; or
- D. Acts of retaliation as the result of:
 1. utilization of the City’s dispute procedures or participation in the grievance or dispute process of another employee (such as a witness or steward); or
 2. because the employee has properly executed the duties of the position, complied with any law of the United States or of the Commonwealth, has reported any violation of such law to a governmental authority, has sought any change in law before the Congress of the United States or the General Assembly, or has reported an incidence of fraud, abuse, or gross mismanagement.

A Dispute may be filed by an individual employee, by the Union on behalf of an employee (provided the aggrieved employee is named), or by the City. If two or more individual employees file separate Disputes regarding the same subject matter, the City may consolidate them for the purpose of proceeding under this Article.

Section 29.3. Disputes initiated by the SSPBA or the City.

Any Dispute filed by the City will be filed directly at Step 3 of the procedure below and will be submitted in writing to the SSPBA Bargaining Committee Chair (or designee). When the SSPBA itself files the Dispute, it will initiate its Dispute at Step 2. If two or more employees file separate Disputes regarding the same subject matter, the City may consolidate them for the purpose of proceeding under this Article.

Section 29.4. Procedural Steps.

Prior to the filing of a Dispute, the SSPBA and/or the employee should attempt to resolve the Dispute informally. Informal resolution is encouraged, but not required. Informal resolution may involve actions such as talking directly to a relevant supervisor or raising the issue in an email with the appropriate City administrative employee. Attempts at informal resolution of an issue will not toll or alter the time for filing a formal Dispute as outlined below.

Step 1: Immediate Supervisor. A Dispute shall be presented in writing to the employee's immediate supervisor (or designee) within 21 calendar days of the date the employee knew or should have known of the facts giving rise to the Dispute. Upon request of either party, a meeting shall be held with the filing party and representatives of SSPBA to discuss the Dispute within ten (10) calendar days of the initial filing. The supervisor shall respond in writing within ten (10) calendar days after the meeting.

If the reply of the immediate supervisor does not resolve the dispute, the employee shall speak with the Division Commander, about the matter within seven (7) calendar days after hearing from the immediate supervisor (or designee). If the response at this level does not clear up the Dispute, or if there is no reply within seven (7) calendar days, the employee may proceed to Step 2.

Step 2: Chief of Police. If the filing party disagrees with the Step 1 decision, they may proceed to Step 2 by presenting a written statement on the appropriate form to the Chief of Police (or designee) within ten (10) calendar days after the completion of Step 1. Upon request of any party, within ten (10) calendar days after presentation of the Dispute to the Chief, a meeting shall be held with the Chief of Police (or designee) to discuss the Dispute. In the event of witnesses, a decision must be made by the grievant and the Chief of Police (or designee) as to whether all will be present for the entire meeting or whether all will be excluded except during the provision of their statements. The Chief of Police (or designee) shall issue a written response within ten (10) calendar days after the meeting.

Step 3: City Manager. If the filing party disagrees with the Step 2 decision, they may proceed to Step 3 of the procedure by presenting a written statement to the City Manager on the appropriate form within fourteen (14) calendar days after the completion of Step 2.

The City Manager shall conduct a meeting with the filing party within fourteen (14) calendar days after receipt of the Dispute. The filing party may invite an individual of their choice to participate as an advisor or representative. If an attorney is selected as that representative, the City may also have legal counsel present. Witnesses will be handled as noted in Step 2. The City Manager shall give the filing party a written answer to the Dispute within ten (10) calendar days after the conclusion of the meeting.

Any settlement or withdrawal of a Dispute at Step 3 shall not be a precedent for any purpose unless the SSPBA and City specifically agree or develop an agreement to dispose of future similar or related Disputes.

Step 4: Hearing Before an Arbitrator. If Step 3 fails to resolve the dispute, the SSPBA or the City may, within fourteen (14) calendar days after completion of Step 3, elect arbitration by notifying the other party in writing of an intent to submit the Dispute to arbitration.

Section 29.5. Step 4 Hearing.

The final step of the Dispute Procedure available to bargaining unit employees is a Step 4 Hearing before an Arbitrator. Only the City or the SSPBA shall have the ability to appeal a Dispute to arbitration.

A. Selection of Arbitrator.

A request for arbitration shall be submitted within the specified time limit for appeal. The party submitting the matter to arbitration will request a list of seven arbitrators from the FMCS. The list will draw from the FMCS's "sub-regional" pool and will only include members of the National Academy of Arbitrators ("NAA"). The Parties will alternately strike names from the panel until there is only one name left. The Party making the first strike will be determined by random selection. In appointing the Arbitrator for any particular arbitration, the Parties may agree on a different method of selection or different criteria for an arbitrator to be appointed, but if they do not so agree the above rules will be the default.

B. Step 4 Hearing Procedures.

1. The City and the filing party may have a representative of their choice present.
2. The Arbitrator shall have no authority to amend, add to, or subtract from the provisions of this Agreement. The Arbitrator shall not award fees, costs, expenses, or damages, including attorneys' fees.
3. 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. Neither party shall have ex parte communication with the Arbitrator, except as may be otherwise provided for in the procedures in this Article. The Arbitrator shall render a decision in writing no later than forty-five (45) calendar days after the Arbitrator has declared the hearing record closed.

4. 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 five (5) business days prior to the scheduled hearing.
5. 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.
6. The Arbitrator has the discretion to determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, and, at the request of either party, the hearing shall be private.

C. Implementing and Challenging Step 4 Decisions.

The Arbitrator's decision shall be final and binding on all Parties, except as provided for in Va. Code §§ 8.01-581.010 and 8.01-581.011.

Section 29.6. Documentation Relating to a Dispute.

The City will respond to the SSPBA's requests for information consistent with its duty to negotiate in good faith regarding matters within the scope of the collective bargaining consistent with the CBO.

Section 29.7. Costs and Fees.

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. With respect to Step 4 Hearings, 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.

Section 29.8. General Provisions.

- A. **Time Frames.** For purposes of this regulation the term "calendar days" means a period of time during consecutive calendar days. If a final day for taking action falls on a Saturday, Sunday, or legal holiday, the next following business day will be the deadline for purposes of this Dispute Procedure. Time limits for the processing of Disputes are intended to expedite Dispute handling and may be extended upon mutual agreement but, if not so extended, must be strictly observed. Failure of the filing party to appeal a Dispute within the specified time limits from the date of receipt of the City's answer, unless otherwise waived, will result in the Dispute being resolved based upon the last City response.
- B. **Meetings.** 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. If at any point the filing party fails to attend a properly scheduled meeting, the City will deem the Dispute resolved and the City will have no obligation to process it further.

- C. **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.
- D. **Separation from Employment.** A Dispute initiated prior to the filing party's separation from employment with the City 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 City employment.
- E. **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 City's Director of Human Resources. Distribution shall be by personal service or email to the filing party's email address as designated on the appropriate Dispute Form.
- F. **SSBPA Representation.** Reasonable official time during working hours will be allowed for employees and recognized SSPBA Representatives or Stewards to present Disputes, including attendance at meetings with City or departmental officials, so long as such time does not interfere with departmental operations. Whenever possible, the processing of Disputes will be handled during the regularly scheduled work hours of the Parties involved. Step 4 Hearings will usually be held during City regular business hours.
- G. **Police Civilian Oversight Board.** As is the case with other personnel appeal or grievance hearings in Charlottesville, *see* Ord. No. 2-461(b), no finding by Charlottesville's Police Civilian Oversight Board shall be admitted in any hearing that takes place pursuant to this Article.

Section 29.9. Exclusions.

The SSPBA or employees may not file Disputes over:

- A. Any claims arising under applicable federal or state law; or
- B. The following non-grievable matters:
 - 1. establishment and revision of wages or salaries, position classifications or general benefits;
 - 2. work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be a part of the job content;
 - 3. the contents of ordinances, statutes or established personnel policies, procedures, rules, and regulations, except where a policy, procedure, rule, regulation, or department interpretation of such policy, procedure, rule or regulation is incompatible with applicable law;
 - 4. failure to promote, except where the employee can show that established promotional policies or procedures were not followed or applied fairly;

5. the methods, means, and personnel by which work activities are to be carried on;
6. except where such action affects an employee who has been reinstated within the previous six (6) months as the result of the final determination of a Dispute, termination, layoff, demotion or suspension from duties because of lack of work, reduction in work force, or job abolition;
7. the hiring, promotion, transfer, assignment, and retention of employees within the City service; and
8. the relief of employees from duties of the City in emergencies.

In any Dispute brought under the exception to item 6 above, the action shall be upheld upon a showing by the City that:

- A. there was a valid business reason for the action; and
- B. the employee was notified of the reason in writing prior to the effective date of the action.

ARTICLE 30 – DISCIPLINE AND INVESTIGATIONS

Section 30.1. Purpose and Policy.

- A. The provisions of this Article shall not apply to probationary employees.
- B. Bargaining unit employees may not be disciplined or separated except for just cause.
- C. Only the City Manager, the Chief of Police, or the Chief's designated command staff and supervisors may issue discipline to police bargaining unit employees. Such discipline shall not be inconsistent with the City's current discipline policies at the time of the alleged offense, the law, and this Agreement.

Section 30.2. Interviewee Protections and Representation.

- A. Employees have a right to be represented by an SSPBA Steward in any internal investigation or interview. Before proceeding with a discussion or interview implicating the rights recognized in CBO Sec. 19-205, the City shall inform the employee that the employee has a right to union representation in writing.
- B. An assigned SSPBA Steward shall be permitted to be present for any interview conducted by the Internal Affairs Bureau ("IA") if requested by the employee. If an SSPBA Steward is not available at the time of the employee's request, the City will either delay the meeting until a Steward can be located or provide the option of continuing without a Steward. The City will not delay an interview due to an employee's request for a specific Steward.
- C. IA interviews shall be audio recorded or audio/video recorded. Accused officers (and their assigned SSPBA Steward and/or legal counsel) will be provided access to the recordings of the accused's interview upon request. Access and review of such recordings must be in the presence of IA personnel or their designee.

- D. The interviewee and SSPBA Steward shall be allowed to meet privately before an interview. Additionally, the interviewee and the Steward may take a break during the interview to speak privately. These private meetings shall not be recorded or observed by the City. The interviewer may not require the interviewee to disclose what was discussed during the break, however, if the interviewee changes an answer, the interviewee may ask why the interviewee changed their answer.
- E. SSPBA Stewards present for an interview may consult with the employee but may not be disruptive to the interview process unless the questioning is in violation of law, this Agreement, or City policies; cannot answer questions on behalf of the employee; and cannot tell the employee what to say. Stewards may ask clarifying questions but shall hold all such questions until the end of the interview.

Section 30.3. 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 Bargaining Committee Chair (or their designee). The employee may also speak to legal counsel notwithstanding any confidentiality order.

Confidentiality orders shall be considered rescinded once the employee has completed the disciplinary hearing unless stated otherwise. If the employee is exonerated or there is no discipline rendered, the employee shall be notified as soon as reasonable when the investigation is complete, and the confidentiality order shall be considered rescinded.

Section 30.4. Disciplinary Information During Investigation.

Prior to being questioned, the officer shall be informed of the nature of the investigation. The investigated officer shall be notified in writing with a summary of the factual allegations and the basis for the charges against the officer. The investigated officer shall receive a copy of the summary and basis for the charges at the conclusion of the IA investigation, but no later than five (5) calendar days prior to the pre-disciplinary hearing.

Section 30.5. Pre-Disciplinary Hearing.

- A. Where the reviewing commander determines that a sustained violation has occurred, a pre-disciplinary hearing shall be scheduled and conducted in accordance with the City's Personnel Policies. Affected employees shall be given at least five (5) business days' notice before the hearing, and shall be specifically informed of the date, time, and location of the hearing. The purpose of the hearing will be to provide the affected employee(s) with an opportunity to hear a summary of the obtained evidence and respond so that the reviewing commander can impose a fair and objective decision. The disciplinary hearing is not an appeal. The employee may be represented by an SSPBA Steward. The affected employee is not entitled to legal counsel unless the City is represented by legal counsel.
- B. Disciplinary hearings are not bound by any formal rules of evidence. Employees may present orally, in writing, or both to provide a summary of events, mitigation, or any other information that may bear upon the disciplinary matter.

Section 30.6. Compelled Statements.

When a bargaining unit employee is the subject of a criminal investigation (such as after a critical incident), no administrative investigation will begin until the conclusion of the criminal investigation(s).

Section 30.7. Notice.

If an employee is reassigned, placed on restricted duty, modified restricted duty, or placed on administrative leave due to an investigation, the Department shall provide the employee with an update of the status of their investigation every 15 business days.

WAGE AND HOUR PROVISIONS

ARTICLE 31 – WORK SHIFTS AND SCHEDULES

The Department has the authority to assign and schedule all bargaining unit employees. The Chief of Police may change the permanent work schedule and shifts subject to the needs of the Department and the community. The Chief of Police will provide the SSPBA 30 days’ advance notice of Department-wide schedule change(s), and, at the SSPBA’s request, the Chief of Police will provide the opportunity to initiate bargaining on the subject.

In the event of an emergency, the Chief of Police may amend the work shifts and schedules to meet the needs of the Department and the community while providing only the opportunity for notice and comment as is possible under the circumstances. However, the Chief of Police shall inform the SSPBA of the nature of the emergency. If the emergency staffing measures are implemented for longer than 180 days, it shall be a rebuttable presumption that the new staffing policy is no longer an emergency, but a change subject to bargaining.

ARTICLE 32 – PAY SCALE

Section 32.1. Revised Pay Scale.

The City shall implement a new pay scale for FY25 (July 1, 2024) and the duration of the contract to reflect a 20-year pay scale (see Appendix A).

Section 32.2. Permanent Step Alignment Based on Years of Service.

Effective July 1, 2024, the City will align bargaining unit employees to the step that is equal to their years of experience (*e.g.*, Step 1 will be equal to one year of experience). This alignment will be calculated for employees on the pay scale as follows:

$$(\text{Date at the time of calculation}) - (\text{Date hired by the Police Department}) = \text{Years of Service}$$

For purposes of the pay scale, sworn service time will begin at date of hire less any break in service (except military or other leave as required by law), and step movement shall be based upon years of service as of June 30 each year (*e.g.*, an officer with nine months of service as of June 30 will be considered to have 0 years of service) (“Years of Service”). Future movement shall be one step per fiscal year based on the funding availability until the maximum step is obtained.

Section 32.3. Implementation for Officers with Prior Service.

Officers employed with the Department who had sworn law enforcement experience with a similarly-sized agency (70 or more sworn officers) prior to the Department shall have their service recognized in their placement on the pay scale through the following calculation:

(Years of Service with Department, as above) + (Qualifying Years of Service elsewhere - 1) = Years of Service.

Officers employed with the Department who had sworn law enforcement experience with a smaller agency (69 or fewer sworn officers) prior to the Department shall have their service recognized in their placement on the pay scale through the following calculation:

(Years of Service with the Department, as above) + (Qualifying Years of Service elsewhere * 0.5) = Years of Service.

Section 32.4. Hold Harmless.

If due to the unique circumstances of an employee, application of the Years of Service calculation at any point, would cause the employee to move backwards from their current step, the employee will not be moved backwards but remain at the same step as they were and proceed one step per year going forward. (e.g., if an employee has five Years of Service under these calculations but was already on Step 6 of the pre-collective bargaining pay scale, the employee will remain on Step 6 of the pay scale rather than being sent back a step).

ARTICLE 33 – VOLUNTARY OVERTIME FOR SPECIAL EVENTS

Bargaining unit employees shall be permitted to volunteer to provide security for private events through the application known as Officer Track (or similar other application or forum as determined by the City). Hours worked under this Article shall be compensated at the hourly rate agreed upon by and between the Department, the City, and the person/group requesting police presence at the private event. However, the agreed upon rate shall not be less than \$65 per hour. If the request for officers is made within 72 hours of the start of the event the rate shall not be less than \$75 per hour. Hours worked pursuant to this subsection are considered off-duty employment and, therefore, will not be counted toward hours worked for FLSA overtime pay under Article 46– Overtime and Compensatory Time.

ARTICLE 34 – SPECIALTY PAY

Section 34.1. Full-Time Specialties.

Officers assigned to the following full-time specialty units will continue to receive a \$2,000 stipend per year (in accordance with current practice):

- Investigations/Detective

Section 34.2. Part-Time Specialties.

Officers assigned to the following part-time specialties will receive a \$1,000 stipend per year:

- Crisis Negotiations Team

- Special Response Team (SRT)
- Unmanned Aircraft
- Evidence Technician
- Traffic Unit

Section 34.3. Limitations.

Specialty stipends may not be combined, and officers may receive only one specialty stipend (either full-time or part-time) at a time.

Section 34.4. Departmental Discretion.

The Department has the discretion to establish the number of full-time and part-time specialty positions.

ARTICLE 35 – FIELD TRAINING OFFICER COMPENSATION

Field Training Officers shall receive the equivalent of two (2) hours of pay at time and one-half their base rate of pay (i.e., 1.5 x base hourly rate) per ten (10) hours worked in the capacity of a Field Training Officer.

ARTICLE 36 – ON-CALL

On-call is a scheduled, off-duty status during which sworn employees are held in reserve, ready for assignment, and may be asked to report to duty. Sworn employees who are in an on-call status are required to be available by phone for calls, but this status does not limit the employee’s freedom to an extent requiring compensation as “hours worked” for FLSA purposes. Employees who are on-call will receive \$3.75 per hour for each hour spent in an on-call status. In the event an employee is called out, the employee will be paid for actual hours worked. The total amount of on-call pay will be paid based on any hours spent in that status.

ARTICLE 37 – SHIFT DIFFERENTIAL

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

Night Differential: Employees who work between 1800 and 0600 shall receive an increase of \$1.50 in their hourly rate for hours actually worked during these times.

Weekend Differential: Employees who work between Friday 2200 and Monday 0600 shall receive an increase of \$0.75 in their hourly rate for hours actually worked during these times. This provision shall in no way limit an employee’s eligibility to receive a Night Differential.

ARTICLE 38 – UNIFORM AND EQUIPMENT ALLOWANCES

The Department will provide for the initial issuance of uniforms and equipment, along with replacement of uniforms and mandatory equipment.

The standard uniform allotment is seven hundred dollars (\$700) per year, and uniforms and equipment may be ordered through the Department.

An additional one thousand dollars (\$1,000) per year shall be provided as the uniform and equipment allowance for Detectives and other employees in a non-uniform or plain clothes assignment. The allowance shall be provided each pay period in a pro-rated amount.

ARTICLE 39 – POLICE FOREIGN LANGUAGE SKILL STIPEND

In the event the City implements a Foreign Language Skill Stipend, which may be in the form of a pilot program, the City will offer the program to bargaining unit employees on the same eligibility basis as all other employees outside of any bargaining unit.

ARTICLE 40 – HOLDOVER AND CALLBACK PAY

Section 40.1. Holdover Assignment.

Whenever an employee who has worked their regular work shift is held over to work part or all of a following work shift due to an approved operation or departmental assignment, the employee shall be compensated at one and a half times (1.5x) their hourly rate of pay for the duration of the hold-over assignment.

Section 40.2. Callback Pay.

Whenever an employee has left the premises after completing their regular work shift and is called back from their normal non-scheduled work time to work an approved operation or departmental assignment, the employee shall be compensated at one and a half times (1.5x) their hourly rate of pay for the time they were called back until such time as the employee returns home from such assignment. In the event that the employee was called back to work within four (4) hours after completing their regular work shift, that employee will also be compensated at the call-back rate for the intervening time.

Section 40.3. Compensatory Time Off.

An employee may receive compensatory time off at an equivalent rate in lieu of pay. Accrual and usage of such overtime pay must be in accordance with Article 46 of this Agreement and the City's generally applicable policies and procedures.

Section 40.4. Multiple Rates of Pay.

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

ARTICLE 41 – ACTING PAY

A bargaining unit employee who is asked to assume and does assume the duties of a higher rank in an acting capacity will receive additional compensation in the amount of 5% above their regular rate of pay. Employees will be eligible for acting pay after serving five (5) full working days in that acting capacity. Once eligible for acting pay, acting pay shall be retroactive to the date the employee first began assuming the duties of the acting capacity.

ARTICLE 42 – EDUCATION INCENTIVE PLAN

Upon successful completion of field training, an officer who has received or obtains one of the degrees set forth below from an accredited college or university shall receive an annual incentive allowance added to their hourly rate, as follows:

- A. Associate - each employee who has been awarded an associate degree, from an accredited institution of higher learning shall be paid \$1,000 above the employee's base rate of pay each year (equal to \$38.46 per biweekly pay period). This pay is considered creditable compensation for the purpose of calculating retirement benefits.
- B. Bachelor's - each employee who has been awarded a bachelor's degree, from an accredited institution of higher learning shall be paid \$2,000 above the employee's base rate of pay each year (equal to \$76.92 per biweekly pay period). This pay is considered creditable compensation for the purpose of calculating retirement benefits.

To receive pay for degrees held, an employee must submit a memorandum to the Chief of Police or designee, which shall include the name of their accredited college or university, their graduation date, and an official transcript.

After completion of these requirements, the amount of EIP premium pay for the applicable degree already held shall be permanent and the biweekly rate shall be added to the employee's regular paycheck in accordance with this Article.

ARTICLE 43 – 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.

Whenever any employee is required to appear in court on a work-related matter, whether civil or criminal in nature, during their normal off-duty time, they shall be compensated at time and one-half for each hour or portion thereof spent in court. Employees are credited with a minimum of two (2) hours, regardless of the number of hours actually worked. If the employee is required to work more than two hours, the employee is compensated for each hour of court attendance.

If an employee's off duty court appearance is waived by the City or prosecutor within 12 hours of said appearance, that employee will be compensated with half of the compensated court time, or one (1) hour of "Court Overtime."

ARTICLE 44 – PAY DURING EMERGENCIES AND INCLEMENT WEATHER

Section 44.1. Emergency Pay.

In the event of inclement weather or other emergency circumstances, wherein the City government is closed by the City Manager (including designating remote work for City employees), any bargaining unit employee who is required to work in person shall be compensated at one and a

half times (1.5x) their regular hourly rate of pay for any hours worked during the emergency. Emergency pay will cease at the time the City reopens.

- A. When the City designates a City Closing before the beginning of City business hours due to inclement weather that actually began before the City's business hours, the closure may be retroactively effective to the time the emergency began, determined in good faith by the City Manager or designee, for the purposes of calculating emergency pay.
- B. Employees working in inclement weather or an emergency, in which the City would be closed but for the fact that the weather or emergency occurs on a weekend, shall also be entitled to the applicable rate for emergency pay.
- C. Bargaining unit employees required to work in person during an emergency due to a civil disturbance shall likewise be compensated at \$75 per hour for any hours worked during such emergency. Such payment will be in lieu of the employee's regular hourly rate.

Section 44.2. Employee Discretion.

At the employee's discretion, the employee may be compensated for the number of hours worked during an emergency by compensatory time off at the applicable hourly rate (including overtime, call back, or other rate as applicable) in lieu of pay. If an employee's compensatory leave balance is at or above the employee's compensatory leave cap as provided for in Article 46 "Overtime and Compensatory Time," then the employee must be paid for these hours.

Section 44.3. Housing.

The City shall provide housing, at no cost to employee, 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 ends.

Section 44.4. Off-Duty Employees.

Any off-duty employee who becomes involved in police actions shall be compensated at their standard overtime rate or shall receive, at the employee's discretion, compensatory time off.

Section 44.5. Dispute Procedure.

Alleged violations of this Article are subject to the Dispute Procedure in Article 29 but shall not be arbitrable.

ARTICLE 45 – EMPLOYEE SHIFT SAFETY MINIMUMS

The Parties recognize and agree that the Department has the authority to establish staffing levels, including shift safety minimums. If the City requires additional employees to meet the shift safety minimums, officers who accept the City's offer to fill such shift shall be paid at the rate of \$75 per hour.

ARTICLE 46 – OVERTIME AND COMPENSATORY TIME

Section 46.1. Administrative Work Period.

For the purpose of computing overtime pay under the FLSA and related laws, time worked over 80 hours in a 14-day work period shall be considered overtime work.

In the event that schedules change in accordance with Article 31 – Work Shifts and Schedules, this Section 46.1 shall automatically reopen for the limited purpose of bargaining on the subject.

Section 46.2. Overtime.

All work performed in excess of an employee's regularly scheduled shift shall be considered overtime for the purposes of this Agreement and shall be paid at a rate of one and a half times (1.5x) the employee's regular rate of pay.

Section 46.3. Pyramiding of Overtime.

Wherever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the employee's applicable rates shall apply.

Section 46.4. Compensatory Time.

Employees have the option to receive overtime compensation in the form of compensatory time off with pay at the rate of time and one-half the amount of time worked in an overtime status in lieu of paid overtime. An employee of this bargaining unit may accrue at any given time up to a total of 80 hours of unused compensatory time and may carry over 80 hours of compensatory time from one year to the next. Scheduling and payment of compensatory time shall be administered pursuant to the City's generally applicable policies and procedures.

ARTICLE 47 – RETENTION OF EXISTING COMPENSATION

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 compensation, benefits, or working conditions captured in writing by an authorized City official and currently enjoyed by bargaining unit employees as of the date of this Agreement, unless expressly provided for in this Agreement.

BENEFITS PROVISIONS

ARTICLE 48 – BENEFITS GENERALLY

During the term of this Agreement, if the City agrees to provide another City bargaining unit an increase in benefits that are authorized subjects of bargaining in the CBO, then the City shall also offer members of this bargaining unit the same increase in benefits.

ARTICLE 49 – MEDICAL AND DENTAL INSURANCE

Section 49.1. Medical Insurance.

- A. The City will provide the same medical insurance plans it offers to employees outside of any bargaining unit.
- B. The employee contribution to the cost of the medical insurance plan will be the same as employees outside of any bargaining unit.

Section 49.2. Dental Insurance.

The City will provide the same dental insurance plan with the same employee contribution to the premium as employees outside of any bargaining unit.

Section 49.3. Notification of Changes.

The City will provide the Union with 60 days' notice prior to the effective date of any amendment to the structure of a medical or dental plan that will impact an authorized subject of bargaining in CBO Sec. 19-203(a)(2); the City will provide notice to the SSPBA as soon as practicable if the amendment to the plan structure must be done in a period less than 60 days from when the need to amend arises. The SSPBA may request to bargain such changes consistent with the CBO.

ARTICLE 50 – LIFE INSURANCE

The City shall continue to provide employees with the option to participate in the City's life insurance plan and the City's accidental death and dismemberment insurance (AD&D) plan. The City shall continue to offer basic life insurance at the level of two times (2x) the employee's salary at no cost to the employee.

The City shall continue to provide an option for employees to obtain supplemental employee life insurance and AD&D through the City with an employee contribution. The City may amend the structure of such plans from time to time to allow for cost containment features aimed at keeping annual premiums (for employee and employer) to a manageable level.

ARTICLE 51 – RETIREMENT AND PENSION GENERALLY

- A. All retirement and pension benefits will remain the same during the term of this Agreement.
- B. The City may make changes to the retirement and pension plans when required by applicable law, regulation, or when administrative changes are needed at the City's discretion, including changing third-party vendors. The City will provide SSPBA with at least sixty (60) days' advance notice of any such changes.
- C. In the event the City intends to make changes to retirement benefits for bargaining unit employees, the City will provide the SSPBA with 60 days' notice of the proposed change(s) and provide the SSPBA the opportunity to bargain over such changes on matters not excluded in Sec. 19-203(c) of the City's Collective Bargaining Ordinance.

ARTICLE 52 – RETIREMENT BENEFIT IMPROVEMENTS

The Parties agree to create one or more workgroups by August 1, 2024, to review the City's ordinances, policies, and procedures that govern the City's retirement benefits programs. Workgroups shall be comprised of an equal number of members appointed by the SSPBA and the City, including a subject matter expert of the City's choosing (e.g., member of the Retirement Plan Commission).

The workgroup (or workgroups) shall explore and discuss potential changes to the following components of the City's retirement programs: (1) selection requirements for the City's Defined Contribution Retirement Plan; (2) retirement age; (3) crediting of unused sick leave toward retirement; and (4) creation of a deferred retirement option program.

For the workgroup(s) to properly evaluate potential changes to the City's retirement benefits, the City may require actuarial studies for such changes. Any costs associated with these actuarial studies will be shared equally by the City and the SSPBA once approved. However, the SSPBA shall not be required to fund any study until the study and its approximate cost is agreed to by the SSPBA.

On or before August 1, 2025, the workgroup(s) shall provide an initial report to the City and the SSPBA. The workgroup(s) shall provide their final report and recommendations to the City and the SSPBA no later than October 1, 2025. Recommendations by the workgroup(s) are non-binding and any proposed changes to the City of Charlottesville Code of Ordinances will require approval by the City Council. If the City and the SSPBA agree to recommend changes to any of the City's retirement benefits programs, such recommendations shall be presented to the Retirement Plan Commission by July 1, 2026, or such other time as the Parties agree.

ARTICLE 53 – RETIREE HEALTH INSURANCE

During the term of this Agreement, bargaining unit employees shall continue to receive the benefits provided by Charlottesville Code Section 19-139, in accordance with the CBO.

ARTICLE 54 – DISABILITY BENEFITS

Section 54.1. Disability Benefits.

The City shall continue to provide to eligible bargaining unit employees the disability benefits and protections offered in the City of Charlottesville Code of Ordinances, Chapter 19, Article VI during the term of this Agreement.

Section 54.2. Long-Term Disability Insurance Plan.

The City shall continue to provide each employee with the option to participate in the City's Long-Term Disability insurance plan in accordance with the City's Personnel Policies.

MISCELLANEOUS PROVISIONS

ARTICLE 55 – SAVINGS AND LEGALITY CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement remain in full force and effect. Moreover, the Parties shall meet as soon as possible to negotiate a substitute for the unlawful, unenforceable, or otherwise invalid provision. If the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

ARTICLE 56 – LEGAL DEFENSE AND REPRESENTATION

Section 56.1. Indemnification.

In accordance with its current practice, and subject to the limitations and exclusions set forth in the applicable City of Charlottesville insurance policy, the City will continue to defend, hold harmless, and indemnify employees in any claim or suit arising out of an alleged act or omission that occurred in the performance of services on behalf of the City, was within the scope of the employee's employment, and did not constitute intentional misconduct. In this Article, "scope of employment" includes response to calls under mutual service agreements and task force assignments.

Section 56.2. Cooperation with City Attorney's Office.

In order for the City to defend and indemnify the employee, the employee must cooperate with the City Attorney's Office, or with outside counsel if the City has retained outside counsel.

Section 56.3. Responsibility for Judgment.

The employee is responsible for any judgment where it is found that the employee acted with the intent to harm or damage or acted outside of the scope of their employment. However, the City reviews each case to determine whether it will indemnify the employee in such a situation.

Section 56.4. Right to Engage Counsel.

The City recognizes the right of sworn law enforcement personnel to engage counsel, at their own expense, in any matter before a court, tribunal, or panel.

ARTICLE 57 – RULES AND REGULATIONS

Section 57.1. Manual.

The City retains its inherent management right to promulgate rules and regulations related to the conduct and operation of the Department. A manual of all applicable City and Department policies, directives, rules, and regulations will be available to employees in electronic form (collectively "Manual") which is currently located in Power DMS but the City may choose another reasonable medium to store this information.

If any Department policy, directive, rule, or regulation in the Manual 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) City ordinance.

Section 57.2. Notice Requirement.

The City shall provide the SSPBA notice of any proposed change to the Manual that directly impacts an authorized subject of bargaining set forth in CBO Sec. 19-203 at least 14 days prior to the effective date for such change. Upon request by the SSPBA, the Parties shall meet to discuss the proposed change prior to implementation. If during the 14-day period the SSPBA provides written notice requesting bargaining, the City shall not implement a change to the Manual directly impacting authorized subjects of bargaining.

The Parties recognize and agree that any change that is merely compliance with by state or federal legislation, accreditation standards, or DCJS requirements is not subject to the notice or bargaining provisions set forth above.

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

Section 57.3. Temporary Directives.

This Article does not preclude the Chief of Police from issuing temporary directives to address immediate operational needs or emergencies. Such temporary directives shall remain in effect no longer than thirty (30) days. In the event the Chief of Police determines the temporary directive warrants a permanent change in policy, the Parties shall follow the procedure outlined in Section 57.2.

ARTICLE 58 – DURATION

This Agreement is effective on July 1, 2024, unless otherwise stated in specific articles, and shall remain in full force and effect until June 30, 2026. However, the provisions of this collective bargaining 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.

The City and the SSPBA agree that the Parties may enter into mutually acceptable side letter agreements to clarify provisions of this Agreement during its term.

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 15th day of April, 2024.

City of Charlottesville, Virginia

Charlottesville Collective Bargaining
Committee of the Central Virginia Chapter of
the Southern States Police Benevolent
Association (SSPBA)



Samuel Sanders, Jr.
City Manager



Courteny Lowe
Bargaining Committee Chair

APPROVED AS TO FORM:

Jacob P. Stroman
City Attorney

Appendix A

City of Charlottesville Police Bargaining Unit Pay Scale

Annual Pay	Step 0	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	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Police Officer	Increase:	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	55,016.00	56,666.48	58,366.47	60,117.47	61,920.99	63,778.62	65,691.98	67,662.74	69,692.62	71,783.40	73,936.90	76,155.01	78,439.66	80,792.85	83,216.64	85,713.14	88,284.53	90,933.07	93,661.06	96,470.89	99,365.02

Hourly Rate	Step 0	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	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Police Officer	Increase:	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53	33.51	34.51	35.55	36.61	37.71	38.84	40.01	41.21	42.44	43.72	45.03	46.38	47.77

Based on a 2,080-hour annual schedule

Appendix B

Dispute Form

Name of Employee: _____ Date Submitted: _____

Department: _____

Please refer to your collective bargaining agreement regarding the dispute procedure and timelines.

Statement of Dispute: List what happened, where, when, why, and who was involved. Please also identify sections of the CBA or other City/Department policies you believe to be violated or implicated, if known.

Remedy Requested: Describe what you believe needs to happen to correct the dispute.

Informal Resolution: Describe steps you have already taken to try to resolve the dispute, if applicable.

The information provided in this dispute form is truthful and accurate to the best of my knowledge.

I understand that by submitting this dispute I am electing to follow the dispute procedure outlined in the collective bargaining agreement between my union and the City of Charlottesville. I understand that by submitting this form, I waive my right to file a grievance under the procedure provided for by the City of Charlottesville Personnel Polices.

Signature of Employee

Date

Response to Step 1:

Reviewer's Name and Title:

Date:

I acknowledge resolution of this dispute. -or- I wish to proceed to Step 2 of the procedure.

Reason for Proceeding to Next Step (if applicable):

Signature of Employee:

Date:

Response to Step 2:

Reviewer's Name and Title:

Date:

I acknowledge resolution of this dispute. -or- I wish to proceed to Step 3 of the procedure.

Reason for Proceeding to Next Step (if applicable):

Signature of Employee:

Date:

Response to Step 3:

Reviewer's Name and Title:

Date: