

In the Matter of Factfinding:

CITY OF ALEXANDRIA, VIRGINIA

and

ALEXANDRIA CHAPTER OF THE
SOUTHERN STATES
POLICE BENEVOLENT ASSOCIATION

| Impasse Procedures

| Factfinder's Report and
| Recommendations to Resolve the Impasse
| Involving the Police Bargaining Unit
| (FYs 2027, 2028, and 2029)

BEFORE: Keith D. Greenberg, Esq., Impartial Factfinder

APPEARANCES:

For the City:

Meghan Roberts, Esq., Deputy City Attorney
Robert Porter, Esq., Assistant City Attorney

For the Union:

William R. Thetford Jr., Esq.
Melissa L. Ruby, Esq.
(Simms Showers LLP)

PROCEDURAL BACKGROUND

This matter arises pursuant to Ordinance No. 5336 (the “Collective Bargaining Ordinance” or the “Ordinance”) enacted by the City of Alexandria, Virginia (the “City”), which authorizes the City to engage in collective bargaining with the Exclusive Bargaining Agents of certain City employees granted collective bargaining rights under the Ordinance. The Collective Bargaining Ordinance is codified at Article E, Collective Bargaining, Sections 2-5-67 through 2-5-80, of Title 2, General Government, Chapter 5, Officers and Employees, of the City’s Code.

The Alexandria Chapter of the Southern States Police Benevolent Association (the “Union”) was duly elected and certified, pursuant to the procedures set forth in the Collective Bargaining Ordinance, as the Exclusive Bargaining Agent for the Police Bargaining Unit created under the Ordinance. The Police Bargaining Unit consists of “all sworn uniformed employees of the police department, except those excluded by definition in Sec. 2-5-68.” The City’s Police

Bargaining Unit consists of three ranks – Police Officer, Sergeant, and Lieutenant, with no gradations within each of those ranks other than years of service.

The City and the Union (together, the “Parties”) negotiated an initial collective bargaining agreement (the “Predecessor CBA”), effective for Fiscal Year (“FY”) 2024 through FY 2026 – i.e., from July 1, 2023 through June 30, 2026. The Parties are currently engaged in the negotiation of a successor collective bargaining agreement (the “New CBA”) for FY 2027, FY 2028, and FY 2029, to be effective from July 1, 2026 through June 30, 2029.

The Parties reached an impasse in their negotiations for the New CBA, and the Factfinder was duly selected by the Parties to conduct hearings and issue a decision with recommendations on the matters as to which the Parties remained at impasse. Hearings were held on October 17, 2025 and October 20, 2025 at Alexandria City Hall. By agreement, the Parties exchanged last, best, and final offers (“LBFOs”) for purposes of factfinding for each of the disputed Articles prior to the commencement of these hearings. The Parties presented oral closing arguments on Tuesday, October 21, 2025. Both Parties were represented by counsel and had a full and fair opportunity to present evidence and arguments in support of their respective positions. A transcript was prepared of the proceedings and was agreed to be the official record of the hearing.

As of the close of the hearings, the following Articles remained unresolved:¹

- Pay Scale
- Article 10 (Pay Parity)
- Article 12 (Longevity Bonus)
- Article 23 (Leave)
- Article 31 (Officer Health and Longevity)
- Article 38 (Retirement)
- Article X.8 (Reopener Procedures)

The Parties’ respective LBFOs, as provided by the Parties to the Factfinder, are attached hereto at Appendix A (City) and Appendix B (Union).

¹ Although the Parties initially exchanged LBFOs over their Promotions article, the Parties were able to resolve their impasse over that Article during the course of the factfinding process. As a result, this Fact-Finding Report does not address that dispute.

Relevant Provisions of the Collective Bargaining Ordinance

Section 2-5-80, Mediation, Dispute Resolution, and Factfinding, of the Collective Bargaining Ordinance states, in relevant part, that:

(a) Mediation.

- (1) Labor-Management Disputes: The city and an exclusive bargaining agent shall discuss the feasibility of resolution of labor-management disputes informally by discussion between the parties’ designees before resort to formal mediation or arbitration. Failure to actually engage in such informal resolution prior to submitting a labor-management dispute or prohibited practice claim for mediation or arbitration shall not be a ground for dismissal of a claim under this article. In the event that the city and the bargaining agent are unable to informally resolve a labor-management dispute if and when engaged, either party or the parties jointly may submit the dispute to the LRA for mediation or arbitration, if applicable, pursuant to procedures instituted by the LRA.
- (2) Impasse: In the event that the city and the bargaining agent are unable to reach a collective bargaining agreement within one hundred twenty (120) days after their first meeting or October 5, whichever is earlier, an impasse may be called by either party and resolution may be sought by submission of any unresolved issues for mediation by the LRA or a mediator selected through procedures established by the LRA. The parties shall jointly request mediation within five (5) days of a declared impasse. The LRA or other mediator shall set reasonable deadlines for all steps of the mediation process. Negotiations on all matters shall continue throughout impasse procedures.
- (3) The mediation process is advisory only, and the LRA or other mediator shall have no authority to bind either party.
- (4) The mediation process and any comments, statements or suggestions from the LRA or other mediator or the parties and any documents evidencing the same made or created during the mediation process shall not be disclosed except as required by law.
- (5) The parties shall share the costs of mediation equally.
- (6) At the request of either party, and not later than October 15, impasses not resolved through negotiation or mediation shall be submitted to non-binding factfinding. The parties shall jointly select a factfinder or, if they are unable to agree on a factfinder, they shall request a list of seven arbitrators from the Federal Mediation and Conciliation Service or American Arbitration Association. Each party in turn shall strike a name from the list until only one name remains. Negotiations shall continue throughout the impasse procedures.
- (7) In making any decision under the impasse procedure authorized by this Article, the factfinder shall give weight to the following factors:
 - a. The lawful authority of the City;
 - b. Stipulations of the parties;
 - c. The interests and welfare of the public;
 - d. The financial ability of the employer to meet the costs of any items to be included in the agreement;

- e. Comparison of wages, hours, and terms and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours, and terms and conditions of employment of other persons performing similar services in the public and private sectors, if applicable;
 - f. The average consumer prices for goods and services, commonly known as the cost of living;
 - g. The overall compensation presently received by the employees involved in the arbitration;
 - h. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings; and
 - i. Such other factors that are normally or traditionally taken into consideration in the determination of wages, hours, and terms and conditions of employment through voluntary collective bargaining, mediation, arbitration, or otherwise between the parties, in public service or in private employment.
- (8) The factfinder’s decisions shall be provided to the City Manager and the exclusive representative not later than November 15 and shall not be made public for a period of 14 days. During this 14-day period, the parties shall meet and attempt to negotiate an agreement based on the factfinder’s recommendations. By mutual agreement, the 14-day period may be extended.
- (9) At the conclusion of the 14-day (or longer if agreed by the parties) period, the City Manager shall submit the last written bargaining position of the city and of the exclusive representative on each issue that remains in dispute with a copy of all of the factfinder’s recommendations to the City Council.
- (10) At its next meeting, the City Council shall provide 30 minutes to each of the parties subject to the impasse for the purposes of explaining and justifying its last offer and thereafter render a decision on the matters subject to continuing impasse.
- (11) The expenses of the factfinder shall be borne equally by the parties. . . .

PRELIMINARY DISCUSSION

Prior to describing and analyzing the remaining disputed items, some general observations are appropriate. First, the Parties stipulated that, pursuant to the Collective Bargaining Ordinance, there were no procedures adopted by the City’s Labor Relations Administrator or other limitations – beyond those set forth in the Collective Bargaining Ordinance itself – on the Factfinder’s flexibility in issuing recommendations based upon the issues in dispute and the presentations made by the Parties. I am not constrained, therefore, to the binary choice of selecting between the more reasonable of the Parties’ respective LBFOs for each of the disputed Articles.

Second, the record reflects that the Parties have reached tentative agreement on a large number of full contract articles. The Parties have also reached agreement on changes to

substantial portions of the disputed contract articles. I have considered those tentative agreements in assessing the disputed articles with the understanding that those tentative agreements will be adopted.

Third, the recommendations in this Fact-Finding Report are interrelated and integrally connected with each other, as well as with many of the items as to which agreement was reached prior to the factfinding process. While the recommendations stand on their own as independently appropriate, they are part of an integrated series of provisions that, in the aggregate, form what I believe to be a fair and appropriate successor collective bargaining agreement. The agreed-upon provisions and many of the recommendations are the product of the bargaining process and are interrelated. If changes are made to one part of the bargain without making appropriate changes to other parts of that bargain, the fairness of the overall agreement may be affected.

Fourth, for analytical purposes, to the extent that a proposal seeks changes to the *status quo*, the rationale(s) for such changes are substantially more persuasive if they are: a) agreed to; b) warranted based upon a change in the relevant circumstances underlying that provision; c) supported by a showing that the existing contractual provisions created problems that deserve to be remedied through new or changed contractual language; or d) appropriate in light of other agreed-upon or recommended provisions.

Fifth, the Collective Bargaining Ordinance requires the Factfinder to give weight to certain enumerated factors, set forth at Section 2-5-80, in making any decision under the impasse procedure authorized under the Ordinance. As to any given dispute presented at factfinding, some of those factors may be more relevant to the dispute than others, but whether mentioned or not, all have been considered, balanced, and given weight as required by the Collective Bargaining Ordinance, in light of the evidentiary record and consideration of the arguments of the Parties, in reaching the recommendations and findings in this Report. The Factfinder has considered all of the evidence and arguments made by both parties, even if not mentioned or repeated specifically.

Sixth, the Parties have indicated that Arlington County, Virginia and the Arlington Coalition of Police have reached a tentative agreement on a new collective bargaining agreement, including wage increases. No details regarding the tentative agreement or any ratified and approved final collective bargaining agreement were provided by the Parties as of

the issuance of this Fact-Finding Report. Consistent with the City’s Collective Bargaining Ordinance, any additional comparator data from Arlington is a relevant consideration and may provide grounds for the Parties here to address certain items differently, particularly with respect to wages.

UNRESOLVED ISSUES AND RECOMMENDATIONS

After full and careful consideration of the evidence and arguments made by both Parties and in light of any and all relevant factors required by the Collective Bargaining Ordinance, I make the following findings and recommendations:

Pay Scale

The City has proposed that base salaries for bargaining unit employees be adjusted as follows:

City’s Proposed Pay Scale Adjustment			
<u>Position</u>	FY 2027 (To take effect as of July 1, 2026) [Percentage Increase to Pay Scale Over FY 2026 Pay Scale Amounts]	FY 2028 (To take effect as of July 1, 2027) [Percentage Increase to Pay Scale Over FY 2027 Pay Scale Amounts]	FY 2029 (To take effect as of July 1, 2028) [Percentage Increase to Pay Scale Over FY 2028 Pay Scale Amounts]
Police Officer	1.50	1.00	1.00
Sergeant	2.00	1.00	1.00
Lieutenant	1.50	1.00	1.00

The Union has proposed that base salaries for bargaining unit employees be adjusted as follows:

Union’s Proposed Pay Scale Adjustment			
<u>Position</u>	FY 2027 (To take effect as of July 1, 2026) [Percentage Increase to Pay Scale Over FY 2026 Pay Scale Amounts]	FY 2028 (To take effect as of July 1, 2027) [Percentage Increase to Pay Scale Over FY 2027 Pay Scale Amounts]	FY 2029 (To take effect as of July 1, 2028) [Percentage Increase to Pay Scale Over FY 2028 Pay Scale Amounts]
Police Officer	8.00	3.50	3.50
Sergeant	10.00	3.50	3.50
Lieutenant	8.00	3.50	3.50

Despite the significant gaps between the Union and the City on pay scales, both LBFOs recognize the need to augment Sergeant pay, relative to other ranks, as evidenced by the proposed higher pay scale adjustments, also referred to as “cost of living adjustments” or

“COLAs”, in both LBFOs for Sergeants in FY 2027 compared to those for either Police Officers or Lieutenants in that fiscal year.

The Parties initially estimated the costs of their respective proposals on two different bases – the Union’s estimate was made on the basis of filled positions within the bargaining unit, while the City made its estimate on the basis of authorized positions within the bargaining unit. At the request of the Factfinder, the City and the Union cooperated in updating their cost estimates so that both Parties’ estimates could be reviewed on the basis of authorized positions within the bargaining unit. It is understood that the Department has not been at its full authorized strength for some time, and that, to the extent that authorized positions remain unfilled, those unfilled positions represent savings for the City, and a reduction in the cost of the proposed wage increases at issue here.

Based on the joint calculations, the Parties agree that the estimated costs of the respective pay scale LBFOs of the City and the Union (exclusive of increases in fringe benefits and longevity bonus, and inclusive of the Parties’ tentative agreement on merit step increases) produce the following additional costs in each of the fiscal years within the term of the New CBA:

	FY 2027 (change from FY 2026)	FY 2028 (change from FY 2027)	FY 2029 (change from FY 2028)
Cost of City LBFO	\$1,198,147	\$995,725	\$1,006,292
Cost of Union LBFO	\$3,192,630	\$1,874,173	\$1,959,197
Additional Cost of Union LBFO Above City LBFO	\$1,994,484	\$2,872,931	\$3,825,837

These costs are cumulative – i.e., the increased wages and costs implemented in FY 2027 also result in increased wages and costs in FY 2028 in addition to the increased wages and costs newly implemented in FY 2028; and the increased wages and costs implemented in FY 2027 and FY 2028 also result in increased wages and costs in FY 2029 in addition to the increased wages and costs newly implemented in FY 2029.

It was undisputed that, unless they have reached the top of their pay scale, bargaining unit employees are eligible for a merit increase (also referred to as a “step” increase) annually on their anniversary date – either their hire date or the date of their most recent promotion, if they

have been promoted. The merit increases involve pay increases of either 5 percent per step in the earlier steps of the 14-step pay scale, or 3.5 percent in the later steps of the pay scale.

The record further reflects that the vast majority of bargaining unit employees receive the merit increases for which they are eligible. Alyssa Williamson, the City’s Chief Human Resources Officer, testified that she had served in that role for approximately one year as of the date of her testimony in this matter. Ms. Williamson averred that, to her knowledge, between 95 and 99 percent of City employees otherwise eligible to receive merit increases do receive those increases annually when such increases are funded by the City, as they would be for the Police Bargaining Unit for this collective bargaining agreement pursuant to the Parties’ tentative agreements. She noted that the only circumstance in which an otherwise eligible employee would not receive their merit increase is in the event of disciplinary or job performance issues.

As a result, the minimum salary increase that a bargaining unit employee could receive under either of the Parties’ LBFOs is the applicable COLA for the given year, accompanied by a merit increase (or, for employees already at Step 14 of the relevant pay scale, the longevity bonus, discussed below). Under the City’s LBFO, the total wage increase during the term of the New CBA for a bargaining unit employee at Step 11 or lower would be between 14 percent and 19 percent over the three-year term, based on receipt of a COLA and merit increase each year. Under the Union’s LBFO, the total wage increase during the term of the New CBA for a bargaining unit employee at Step 11 or lower would be between 25.5 percent and 32 percent over the three-year term, based on receipt of a COLA and merit increase each year.

These estimates do not reflect additional bases for pay, such as shift differentials or specialty pay, which would provide bargaining unit employees with extra compensation during the term of the New CBA. They also do not appropriately describe the more limited pay increases during the life of the New CBA for those bargaining unit employees already at Step 12 or higher of the relevant pay scale, as those employees would receive a longevity bonus (rather than a merit increase) after reaching Step 14 of their pay scale.

The record reflects that, under the Predecessor CBA, bargaining unit employees received substantial COLAs in FY 2024 based on an agreement by the Parties to revise the Department’s pay scales and collapse various grades and titles to the three remaining ranks in the Police Bargaining Unit of Police Officer, Sergeant, and Lieutenant.

Damon Minnix, a Sergeant in the City’s Police Department and the Union’s President, testified that he had served as chief negotiator for the Union in its current term bargaining with the City. President Minnix estimated the authorized strength of the Department within the ranks represented by the Union to be between 280 and 300 Police Officers, Sergeants, and Lieutenants. President Minnix recounted that, in revising the pay scale as part of the negotiations that culminated in the Predecessor CBA, the Parties had ensured that all bargaining unit employees received at least a ten percent increase in their pay through a combination of adjustments to the pay scale (i.e., a higher salary) and a cash bonus for the difference between salary adjustments and the ten percent minimum increase. For each of FY 2025 and FY 2026, bargaining unit employees received a 2 percent COLA.

Budget Data for the City

The record reflects the following data concerning the City’s Police Department Budget, taken from the City’s FY 2026 Approved Operating Budget:

CITY OF ALEXANDRIA, VIRGINIA					
Police Department					
EXPENDITURE SUMMARY					
	FY 2024 Actual	FY 2025 Approved	FY 2026 Approved	\$ Change 2025 - 2026	% Change 2025 - 2026
Expenditures By Character					
Personnel	\$61,921,446	\$64,887,291	\$65,046,068	\$158,777	0.2%
Non-Personnel	\$11,716,895	\$6,657,792	\$7,866,271	\$1,208,479	18.2%
Capital Goods Outlay	\$1,267,136	\$2,152,179	\$2,918,531	\$766,352	35.6%
Total	\$74,905,478	\$73,697,262	\$75,830,870	\$2,133,608	2.9%
Expenditures by Fund					
General Fund	\$71,840,104	\$71,361,652	\$72,728,912	\$1,367,260	1.9%
Non-Fiscal Year Grants	\$220,640	\$84,077	\$84,077	\$0	0.0%
Fiscal Year Grants	\$1,000,000	\$0	\$0	\$0	0.0%
Other Special Revenue	\$303,305	\$139,413	\$139,409	(\$4)	0.0%
Internal Service Fund	\$1,541,428	\$2,112,120	\$2,878,472	\$766,352	36.3%
Total	\$74,905,478	\$73,697,262	\$75,830,870	\$2,133,608	2.9%
Total Department FTEs	436.63	437.63	436.63	(1.00)	-0.2%

The Parties presented evidence regarding potential sources of additional revenue for the City. It was undisputed that a one-cent increase to the City’s real estate tax rate would generate approximately \$4.7 million in additional revenue for the City. In addition, although the record reflects that the City’s tourism industry recently generated more than \$1 billion in annual visitor spending for the first time, the proportion of the City’s budget attributable to revenues from tourism totals approximately only five percent.

Morgan Routt, the City’s Director of Management and Budget, testified that he had served in that role for approximately ten years. He explained that the City’s FY 2027 budget contemplated a 2.7 percent increase from the prior fiscal year. Mr. Routt noted that the City had engaged in an ongoing effort at expenditure reductions, totaling \$32 million of reductions over the past five years.

Mr. Routt described at length the various demands on the City’s budget, including an ongoing capital improvement program; funding for infrastructure maintenance; funding for public transit; funding for the City’s schools;² debt service; and significant investments in affordable housing initiatives by the City. He explained that despite the City’s nearly billion-dollar budget, the City had direct control over only about half of that amount. Mr. Routt estimated that, after accounting for existing personnel costs and non-personnel costs, the City’s budget ultimately included a total of between \$8 million and \$10 million available in FY 2027 for the combination of wage increases for the Police, Fire, and Administrative & Technical Bargaining Units under their new term collective bargaining agreements; wage increases for ACPS employees and for the City’s DASH transit employees; agreed-to wage increases under the City’s current collective bargaining agreement with its Labor and Trades Bargaining Unit; increased compensation for the City’s non-bargaining unit personnel; inflationary costs for equipment, materials, and other expenses; offsets for federal funding reductions; additional ACPS funding requests; and other service demands. It was undisputed, however, that the City Council could choose to reallocate funds or to exercise its authority to generate additional revenues.

Mr. Routt also noted that the City has concerns over its future tax revenue, given the extensive layoffs by federal agencies of local residents, as well as ongoing weakness in the City’s commercial property tax revenue. He also noted that the City anticipated receiving more limited federal and state funding for the foreseeable future than it had in prior years.

Overall, Mr. Routt explained that the City expected revenue growth of 2.2 percent to 2.3 percent for FY 2027, despite growth in demands for funding that exceeded the expected revenue growth.

² Despite the fact that the school system is overseen by the School Board for the Alexandria City Public Schools (“ACPS”) and is not under the direct control of the City Council or the City Manager, ACPS’s budget comes from the City.

Kevin Greenleaf, the City’s Director of Finance, testified that the City enjoys a AAA bond rating, which enables the City to obtain debt at lower cost. He noted that a AAA bond rating also reflects the City’s good reputation for fiscal health as well as an incentive for the City to exercise fiscal discipline so as to retain the favorable bond rating.

With respect to potential property tax increases, Mr. Greenleaf stated that, given the high assessed values on residential property within the City, an increase in the property tax rate would result in relatively large additional payments by homeowners. When asked about the possibility of the City funding wage increases by incurring debt, Mr. Greenleaf noted that it is not typical for public employers to fund operating expenses, such as employee payroll, through bonds.

The City adduced the following chart indicating year-over-year changes in the Police Department’s Budget between FY 2022 and FY 2026:

Percent Change in Alexandria Police Department Budget

Fiscal Year	Budget Amount	Percent Change
FY 2022	\$62,186,247	--
FY 2023	\$71,545,201	15% increase
FY 2024	\$73,503,012	2.7% increase
FY 2025	\$73,697,262	0.26% increase
FY 2026	\$75,830,870	2.9% increase
TOTAL	FY 2022 to FY 2026	22% increase

The Union adduced the following chart comparing the City’s total and Police Department budgets to several comparator jurisdictions:

	Fiscal Year 2024		Fiscal Year 2025				Fiscal Year 2026				
	Total Budget	Police Budget	Total Budget	Police Budget	% Total Budget Increase	% Police Budget Increase	Total Budget	Police Budget	% Total Budget Increase	% Police Budget Increase	
Alexandria	\$881,132,896	\$74,905,478	\$911,250,331	\$73,697,262	3.31%	-1.64%	\$956,449,704	\$75,830,870	4.73%	2.81%	
Comparators											
Prince William County, Va	\$4,228,067,628	\$145,238,885	\$4,549,616,085	\$153,017,630	7.07%	5.08%	\$5,122,525,636	\$160,673,820	11.18%	4.77%	Note: The total budget amount for FY24 is the adopted budget, not the actuals
Arlington County, Va	\$2,230,825,705	\$85,251,069	\$2,163,497,272	\$89,236,326	-3.11%	4.47%	\$2,335,838,012	\$93,822,580	7.38%	4.89%	
Fairfax County, Va	\$10,060,336,641	\$262,002,106	\$10,353,031,759	\$284,182,351	2.83%	7.80%	\$11,087,983,553	\$290,513,311	6.63%	2.18%	
Prince George's County, Md	\$5,310,329,581	\$399,641,133	\$5,500,605,300	\$395,048,100	3.46%	-1.16%	\$5,765,791,000	\$424,263,400	4.60%	6.89%	
Montgomery County, Md	\$6,800,000,000	\$312,520,000	\$7,100,000,000	\$330,106,567	4.23%	5.33%	\$7,600,000,000	\$352,670,765	6.58%	6.40%	Note: Total budget expenditures & police number for FY24 is adopted, not actual
Other Jurisdictions											
Charles County, Md	\$527,362,100	\$121,308,100	\$561,338,600	\$130,585,500	6.05%	7.10%	\$595,081,500	\$138,974,247	5.67%	6.04%	Note: The total budget amount for FY24 is the adopted budget, not the actuals
Vienna, Va	\$75,564,607	\$7,683,418	\$80,949,351	\$8,113,000	6.65%	5.29%	\$72,560,380	\$8,467,520	-11.56%	4.19%	
Mannassas, Va	\$442,143,691	\$22,673,442	\$486,480,313	\$23,949,680	9.11%	5.33%	\$488,297,855	\$25,088,760	0.37%	4.54%	
Falls Church, Va	\$260,350,000	\$10,164,639	\$271,350,000	\$10,872,330	4.05%	6.51%	\$276,600,000	\$11,876,891	1.90%	8.46%	
Fairfax City, Va	\$229,399,619	\$16,774,356	\$265,843,744	\$18,595,793	13.71%	9.79%	\$290,212,082	\$18,117,094	8.40%	-2.64%	
Loudoun County, Va	\$4,175,858,354	\$127,013,781	\$5,167,533,587	\$150,082,721	19.19%	15.37%	\$4,683,083,011	\$163,063,420	-10.34%	7.96%	

*Unless otherwise noted, FY 24 budget data based on actual budgets, FY25 and FY26 data based on adopted budgets for those years

Mr. Roult noted that the Department’s budget for FY 2024 included certain one-time grant monies totaling \$1.2 million. He stated that, if those one-time grant monies (likely for equipment purchases) were disregarded, the Department’s budget would have continued to increase each year from FY 2023 through FY 2026, rather than declining from FY 2024 to FY 2025. He noted further that the Department’s personnel budget had increased throughout that period of time.

The record reflects a “Report on Comparative Revenue Capacity, Revenue Effort, And Fiscal Stress of Virginia’s Cities and Counties” for FY 2022, issued in July 2024 by the Commonwealth of Virginia’s Commission on Local Government. That report assesses the “fiscal stress” – i.e., the capability of a jurisdiction to generate revenue from its own sources – for each of Virginia’s cities and counties. The record further reflects that the City was categorized as a jurisdiction with “low fiscal stress” and was ranked as 116 out of 133 jurisdictions (from highest fiscal stress to lowest). The report ranks Prince William County as slightly more fiscally stressed than the City, and Fairfax and Arlington Counties as slightly less fiscally stressed than the City.

Mr. Greenleaf noted that, in contrast to the counties cited as comparators, the majority of the available land in the City was already fully developed, limiting the capacity of the City to encourage additional development to increase its revenue base. He noted further that the City’s tax rate is already among the highest in the Commonwealth of Virginia. He further testified that the City’s low fiscal stress was a function of the City’s fiscal discipline, rather than an indication of its relative wealth.

The City’s Compensation Philosophy

The City maintains a Compensation Philosophy, last updated in December 2023, which states in relevant part that:

Overview

The statement of compensation philosophy is intended to provide a broad framework for the City Council, management, employees and the citizens in order to understand and guide decisions that affect pay. It is designed to reflect the importance public employees play in the delivery of services and programs to the community; that compensation is a clear measure of that importance; and that there is fair and equitable treatment of all employees, regardless of race, gender, or disability, and in accordance with EEO/AA goals. In addition, the statement establishes the commitment and necessity to maintain comparability with jurisdictions that are most likely to affect recruitment and retention of employees.

Competitiveness and Comparability

The intent of the compensation philosophy is to maintain a competitive compensation program in order to attract, retain, and motivate qualified employees. To that end, the following principles govern compensation programs:

- Pay programs are intended to be competitive at a minimum with the average pay of comparator organizations in the primary labor market. The primary labor market is currently defined as the Counties of Arlington, Fairfax, Prince William, Montgomery and Prince George’s.
- From time-to-time, the City may recommend that other comparators should be used (e.g., Commonwealth of Virginia, agencies of the Federal government, or private sector employers or industry groups) where information from the primary labor market is considered insufficient to attract/retain specific positions or classification groups.
- In all instances, for benchmark jobs, information for an assessment of pay competitiveness will be ascertained through reliably published compensation survey data.
- Every two years, the City will conduct a market study of benchmark positions to determine the organization’s competitive posture, and propose a plan of action. The City will ensure benchmarking is in compliance with Collective Bargaining Agreements. The City may determine if a classification needs review in the interim.
- If an average salary falls below market averages to the extent that attracting and retaining qualified employees may be jeopardized, the City will propose action necessary to align the position or classification with the competitive marketplace for implementation in the next fiscal year or sooner, if financially feasible.

(Emphasis as in original.)

President Minnix acknowledged that the City’s Compensation Philosophy is aspirational and is not binding on the City.

Comparator Jurisdictions

Both Parties relied on a pay study provided by the City to the Union in October 2024 (subsequently corrected in November 2024) examining the salaries and hourly wages of the City’s Police Officers, Sergeants, and Lieutenants and comparing them to those of police officers in five nearby jurisdictions: Arlington County, Virginia; Fairfax County, Virginia; Montgomery County, Maryland; Prince George’s County, Maryland; and Prince William County, Virginia. These are the same jurisdictions referenced in the City’s Compensation Philosophy.

Unlike several of its comparators, and as noted above, the City’s Police Bargaining Unit consists of only three ranks – Police Officer, Sergeant, and Lieutenant, with no gradations within those ranks other than years of service.

President Minnix noted that Police Officers in the Arlington County Police Department are paid on the basis of a 1,950-hour work year, rather than the 2,080-hour work year used by the Alexandria Police Department and by the other major comparators in the region. The record reflects that Arlington County requires that police officer candidates have earned a substantial

number of college credits; the City and the Department do not have a similar requirement for Police Officer candidates. President Minnix acknowledged that the City’s Police Officers enjoy higher shift differentials than do police officers in either Arlington County or Fairfax County.

President Minnix acknowledged that the City is authorized to have approximately 202 officers for every 100,000 residents, while Arlington County is authorized for 157 police officers for every 100,000 residents. He further acknowledged that the City spends a larger percentage of its budget on its Police Department than do the cited comparator jurisdictions. President Minnix noted that the public benefits from the City’s higher per capita staffing through quicker response times and higher police visibility from a better-staffed Police Department.

President Minnix testified that, generally, morale among bargaining unit employees was extremely low for a number of reasons, including a perception that their pay is not competitive with neighboring jurisdictions; as well as understaffing, which results in more pressure at work and more limited opportunities to use accrued leave. He noted that the understaffing concerns were exacerbated by the fact that approximately 27 Police Officers in the Department were on light or administrative duty.

For the jurisdictions identified in the City’s Compensation Philosophy, the Union provided the following comparative data for FY 2026:

Jurisdiction	Classification	Min	Mid	Max	Min (hourly)	Mid (hourly)	Max (hourly)
Arlington	Police Officer	\$72,013.50	\$92,176.50	\$112,339.50	\$36.93	\$47.27	\$57.61
Fairfax	Police Officer	\$71,864.62	\$100,461.61	\$129,058.59	\$34.55	\$48.30	\$62.05
Prince William	Police Officer/PD 01	\$62,000.00	\$86,989.45	\$111,978.90	\$29.81	\$41.82	\$53.84
Prince Georges	Police First Class	\$69,245.00	\$95,762.50	\$122,280.00	\$33.29	\$46.04	\$58.79
Montgomery	Police Officer (III) P4	\$77,239.00	\$99,025.00	\$120,811.00	\$37.13	\$47.61	\$58.08
Approved Comparator Average		\$70,472.42	\$94,883.01	\$119,293.60	\$34.34	\$46.21	\$58.07
Alexandria Police Officer (current)		\$63,988.34	\$89,270.33	\$114,552.32	\$30.76	\$42.92	\$55.07
Approved Comparator Deviation		-9.20%	-5.92%	-3.97%	-10.42%	-7.12%	-5.17%
Jurisdiction	Classification	Min	Mid	Max	Min (hourly)	Mid (hourly)	Max (hourly)
Arlington	Police Sergeant	\$88,744.50	\$115,332.75	\$141,921.00	\$45.51	\$59.15	\$72.78
Fairfax	Police Sergeant	\$87,352.10	\$122,111.50	\$156,870.90	\$42.00	\$58.71	\$75.42
Prince William	Police Sergeant /PD 03	\$76,934.15	\$105,919.33	\$134,904.51	\$36.99	\$50.92	\$64.86
Prince Georges	Police Sergeant	\$83,449.00	\$115,406.00	\$147,363.00	\$40.12	\$55.48	\$70.85
Montgomery	Police Sergeant	\$89,213.00	\$114,372.50	\$139,532.00	\$42.89	\$54.99	\$67.08
Approved Comparator Average		\$85,138.55	\$114,628.42	\$144,118.28	\$41.50	\$55.85	\$70.20
Alexandria Police Sergeant (current)		\$72,305.40	\$100,873.82	\$129,442.23	\$34.76	\$48.50	\$62.23
Approved Comparator Deviation		-15.07%	-12.00%	-10.18%	-16.24%	-13.16%	-11.35%
Jurisdiction	Classification	Min	Mid	Max	Min (hourly)	Mid (hourly)	Max (hourly)
Arlington	Police Lieutenant	\$99,411.00	\$137,455.50	\$175,500.00	\$50.98	\$70.49	\$90.00
Fairfax	Police Lieutenant	\$106,176.51	\$148,426.93	\$190,677.34	\$51.05	\$71.36	\$91.67
Prince William	Police Lieutenant/PD 04	\$85,700.00	\$117,988.10	\$150,276.20	\$41.20	\$56.73	\$72.25
Prince Georges	Police Lieutenant	\$93,880.00	\$129,831.50	\$165,783.00	\$45.13	\$62.42	\$79.70
Montgomery	Police Lieutenant	\$101,702.00	\$142,930.00	\$184,161.00	\$48.90	\$68.72	\$88.54
Approved Comparator Average		\$97,373.90	\$135,326.41	\$173,279.51	\$47.45	\$65.94	\$84.43
Alexandria Police Lieutenant (current)		\$89,774.16	\$125,246.41	\$160,718.66	\$43.16	\$60.21	\$77.27
Approved Comparator Deviation		-7.80%	-7.45%	-7.25%	-9.04%	-8.69%	-8.48%

The City provided the following comparative data, also for FY 2026:

Fairfax Job Title	Jurisdictions	Jurisdiction Job Title	# of Employees	Pay Range MIN	Pay Range MID	Pay Range Max	Average Actual Sal
Police Officer	Arlington	Police Officer	73	\$72,013.50	\$92,176.50	\$112,339.50	\$75,266.47
Police Officer	Montgomery	Police Officer III (P4)	675	\$77,239.00	\$105,592.00	\$120,811.00	\$113,379.40
Police Officer	Prince George's	Police Officer First Class		\$69,245.00	\$95,762.50	\$122,280.00	
Police Officer	Prince William	Police Officer/PD01	354	\$62,000.00	\$86,989.45	\$111,978.90	\$71,069.25
Police Officer	Fairfax	Police Officer	761	\$71,865.00	\$100,462.00	\$129,059.00	\$92,865.71
Police Officer	Market Average			\$70,472.50	\$96,196.49	\$119,293.68	\$88,145.21
Police Officer	Alexandria	Police Officer	230	\$63,988.34	\$89,270.35	\$114,552.36	\$88,066.66
Police Officer	COA % Deviation			-9.20%	-7.20%	-3.97%	-0.09%
Police Sergeant	Arlington	Police Sergeant	30	\$88,744.50	\$115,332.75	\$141,921.00	\$132,650.05
Police Sergeant	Montgomery	Sergeant (A1)	154	\$89,213.00	\$121,957.50	\$139,532.00	\$138,780.00
Police Sergeant	Prince George's	Police Sergeant		\$83,449.00	\$115,406.00	\$147,363.00	
Police Sergeant	Fairfax	Police Sergeant	172	\$87,352.00	\$122,111.50	\$156,871.00	\$141,673.79
Police Sergeant	Prince William	Police Sergeant/PD03	60	\$76,934.15	\$105,919.33	\$134,904.51	\$113,955.28
Police Sergeant	Market Average			\$85,138.53	\$116,145.42	\$144,118.30	\$131,764.78
Police Sergeant	Alexandria	Police Sergeant	46	\$72,305.48	\$100,873.76	\$129,442.04	\$124,518.68
Police Sergeant	COA % Deviation			-15.07%	-13.15%	-10.18%	-5.50%
Police Lieutenant (aka 2nd Lieutenant)	Arlington	NCC					
Police Lieutenant (aka 2nd Lieutenant)	Montgomery	NCC					
Police Lieutenant (aka 2nd Lieutenant)	Prince George's	Police Lieutenant		\$93,880.00	\$129,831.50	\$165,783.00	
Police Lieutenant (aka 2nd Lieutenant)	Prince William	Police First Sergeant/PD04	44	\$85,700.42	\$117,988.31	\$150,276.20	\$133,103.77
Police Lieutenant (aka 2nd Lieutenant)	Fairfax	Police Lieutenant	51	\$96,305.00	\$134,627.50	\$172,950.00	\$162,762.00
Police Lieutenant (aka 2nd Lieutenant)	Market Average			\$91,961.81	\$127,482.44	\$163,003.07	\$147,932.88
Police Lieutenant (aka 2nd Lieutenant)	Alexandria	Police Lieutenant	16	\$89,774.36	\$125,246.68	\$160,719.00	\$160,051.09
Police Lieutenant (aka 2nd Lieutenant)	COA % Deviation			-2.38%	-1.75%	-1.40%	8.19%

Eduardo Achach Nechar, the City’s Deputy Director of Human Resources, explained that he had overseen the preparation of the City’s comparator wage data for use in the factfinding process, based upon a survey conducted annually by Fairfax County on wages for police, fire, and other public safety groups across a number of jurisdictions. He indicated that notations of “NCC” signify that the relevant jurisdiction believed that it did not have a rank, job title, or position that matched the relevant category. He stated that the available data had been provided to the City by Fairfax County in late September or early October 2025.

The minimum, “mid,” and maximum salary data relied upon by the City and by the Union in analyzing the comparators for FY 2026 are largely identical for the ranks of Police Officer and Sergeant, except for an apparent arithmetic error in the City’s “mid” calculations. The Parties’ data varies significantly, however, as to the rank of Lieutenant, a position as to which the City represented that several jurisdictions had not provided data for the Fairfax survey.

As noted above, the record reflects that, in the Predecessor CBA, the Parties agreed to collapse various grades and specialty ranks into the three ranks of Police Officer, Sergeant, and Lieutenant. Mr. Achach Nechar testified that each of the jurisdictions that respond to the Fairfax survey do so voluntarily and choose which data to provide (or not provide). He noted that, for example, Prince George’s County does not provide the average actual salary for its employees in the relevant demographic categories. He noted further that each of the jurisdictions determines and selects the appropriate rank or title responsive to the survey. As a result, Montgomery

County, for example, identified the Police Officer III rank as equivalent to the City’s Police Officer rank, despite the fact that a Police Officer III in Montgomery County will typically have served at least several years in other law enforcement titles in that county or elsewhere and will earn considerably more than a new recruit, while the data for a City Police Officer includes brand new recruits hired at the lowest step of the pay scale in addition to more experienced officers with several years of experience. The record reflects that, for FY 2026, bargaining unit employees in Montgomery County at the Police Officer I rank receive a starting salary (at Step 0) of \$70,056; and that bargaining unit employees at Step 0 of the Police Officer II rank receive an annual salary of \$72,511.

Mr. Achach Nechar acknowledged that he had been surprised at some of the particular positions that the other jurisdictions had identified as corresponding to the Police Officer position (including particularly Montgomery County’s identification of a Police Officer III as equivalent to that rank), but had not ultimately questioned the appropriateness of using that data for purposes of assessing the comparability of the City’s pay scale. He stated that his staff had compared the duties of the Department’s Police Officers, Sergeants, and Lieutenants to the positions listed in the data produced from the Fairfax survey and had attempted to match the particular ranks based on what his staff believed was an equivalent level of work.

As a result, for example, the City’s comparator data both inflates the minimum salary for police officers in other jurisdictions, while also eliminating other data points for grades or specialties in those other jurisdictions (e.g., those with the rank of Corporal in the Arlington County Police Department) that might receive higher pay than a regular Arlington Police Officer while including the duties performed for the City by bargaining unit employees within the City’s Police Officer rank. President Minnix noted that Corporals in Arlington were responsible for crime scene investigation work; those duties are performed by Police Officers in the Department.

Mr. Achach Nechar acknowledged that the City’s comparator data had not included certain longevity step increases, including three longevity steps in Montgomery County’s collective bargaining agreement with its police bargaining unit.

Similarly, the City’s data (drawn from the Fairfax survey) indicates only 73 Police Officers in Arlington County. Mr. Achach Nechar acknowledged that it was unlikely that the Arlington County Police Department employed only 73 individuals in its ranks of Police Officers, but did not indicate an understanding of that department’s actual headcount of Police

Officers. The Union proffered that the authorized strength of the Arlington County Police Department’s police bargaining unit was 377 positions.

Mr. Achach Nechar testified that the 5 percent merit increases in the early years of the Department’s pay schedules, which provide more substantial merit or step increases than do most of the identified comparator jurisdictions (with the exception of Fairfax County), allowed the City to be more competitive when measured against the putative average annual salaries across the comparator jurisdictions.

Mr. Achach Nechar noted that the City’s wage proposal included a larger COLA for Sergeants because, according to the City’s data, Sergeants were further behind the relevant comparators than were Police Officers and Lieutenants.

The Union relied on its economist, Edward Bierhanzl, for its costing of proposals and its assessment of the City’s fiscal health.

The Union prepared and submitted the following analysis of the comparators identified by the City, based upon the positions identified in the Fairfax survey, for FY 2027 assuming no changes in the pay scale for the City’s Police Bargaining Unit (an outcome proposed by neither the Union nor the City):

FY 2027 (CBA data for Fairfax, Montgomery County, and Prince George's County w/o longevity - assumes no change for Alexandria, Arlington, or Prince William from FY26)								
Jurisdiction	Classification		Min	Mid	Max	Min (hourly)	Mid (hourly)	Max (hourly)
Arlington	Police Officer		\$72,013.50	\$92,176.50	\$112,339.50	\$36.93	\$47.27	\$57.61
Fairfax	Police Officer		\$74,034.90	\$103,495.50	\$132,956.10	\$35.59	\$49.76	\$63.92
Prince William	Police Officer/PD 01		\$62,000.00	\$86,989.45	\$111,978.90	\$29.81	\$41.82	\$53.84
Prince Georges	Police First Class		\$70,976.00	\$98,156.50	\$125,337.00	\$34.12	\$47.19	\$60.26
Montgomery	Police Officer (III) P4		\$79,556.17	\$101,995.75	\$124,435.33	\$38.25	\$49.04	\$59.82
Approved Comparator Average			\$71,716.11	\$96,562.74	\$121,409.37	\$34.94	\$47.02	\$59.09
Alexandria Police Officer (current)			\$63,988.34	\$89,270.33	\$114,552.32	\$30.16	\$42.08	\$53.99
Approved Comparator Deviation			-10.78%	-7.55%	-5.65%	-13.68%	-10.50%	-9.45%
Jurisdiction	Classification		Min	Mid	Max	Min (hourly)	Mid (hourly)	Max (hourly)
Arlington	Police Sergeant		\$88,744.50	\$115,332.75	\$141,921.00	\$45.51	\$59.15	\$72.78
Fairfax	Police Sergeant		\$89,990.16	\$125,799.23	\$161,608.30	\$43.26	\$60.48	\$77.70
Prince William	Police Sergeant /PD 03		\$76,934.15	\$105,919.33	\$134,904.51	\$36.99	\$50.92	\$64.86
Prince Georges	Police Sergeant		\$85,535.00	\$118,291.00	\$151,047.00	\$41.12	\$56.87	\$72.62
Montgomery	Police Sergeant		\$91,889.39	\$117,803.68	\$143,717.96	\$44.18	\$56.64	\$69.10
Approved Comparator Average			\$86,618.64	\$116,629.20	\$146,639.75	\$42.21	\$56.81	\$71.41
Alexandria Police Sergeant (current)			\$72,305.40	\$100,873.82	\$129,442.23	\$34.08	\$47.55	\$61.01
Approved Comparator Deviation			-16.52%	-13.51%	-11.73%	-19.27%	-16.30%	-14.56%
Jurisdiction	Classification		Min	Mid	Max	Min (hourly)	Mid (hourly)	Max (hourly)
Arlington	Police Lieutenant		\$99,411.00	\$137,455.50	\$175,500.00	\$47.79	\$68.90	\$90.00
Fairfax	Police Lieutenant		\$109,383.04	\$152,909.43	\$196,435.82	\$52.59	\$73.51	\$94.44
Prince William	Police Lieutenant/PD 04		\$85,700.00	\$117,988.10	\$150,276.20	\$41.20	\$56.73	\$72.25
Prince Georges	Police Lieutenant		\$96,227.00	\$133,077.50	\$169,928.00	\$46.26	\$63.98	\$81.70
Montgomery	Police Lieutenant		\$104,753.06	\$147,219.45	\$189,685.83	\$50.36	\$70.78	\$91.20
Approved Comparator Average			\$99,094.82	\$137,730.00	\$176,365.17	\$47.64	\$66.78	\$85.92
Alexandria Police Lieutenant (current)			\$89,774.16	\$125,246.41	\$160,718.66	\$43.16	\$60.21	\$77.27
Approved Comparator Deviation			-9.41%	-9.06%	-8.87%	-9.41%	-9.83%	-10.06%

The Union also provided an analysis comparing the Union’s pay scale LBFO, if adopted, to those comparator jurisdictions:

FY 2027 (CBA data for Fairfax, Montgomery County, and Prince George's County w/o longevity step; SSPBA LBFO (6/11.5/9.5) for Alexandria; assumes no change for Arlington or Prince William from FY26)								
Jurisdiction	Classification		Min	Mid	Max	Min (hourly)	Mid (hourly)	Max (hourly)
Arlington	Police Officer		\$72,013.50	\$92,176.50	\$112,339.50	\$36.93	\$47.27	\$57.61
Fairfax	Police Officer		\$74,034.90	\$103,495.50	\$132,956.10	\$35.59	\$49.76	\$63.92
Prince William	Police Officer/PD 01		\$62,000.00	\$86,989.45	\$111,978.90	\$29.81	\$41.82	\$53.84
Prince Georges	Police First Class		\$70,976.00	\$98,156.50	\$125,337.00	\$34.12	\$47.19	\$60.26
Montgomery	Police Officer (III) P4		\$79,556.17	\$101,995.75	\$124,435.33	\$38.25	\$49.04	\$59.82
Approved Comparator Average			\$71,716.11	\$96,562.74	\$121,409.37	\$34.94	\$47.02	\$59.09
Alexandria Police Officer (SSPBA LBFO)			\$69,107.00	\$96,412.03	\$123,717.06	\$33.22	\$46.35	\$59.48
Approved Comparator Deviation			-3.64%	-0.16%	1.90%	-4.91%	-1.41%	0.66%
Jurisdiction	Classification		Min	Mid	Max	Min (hourly)	Mid (hourly)	Max (hourly)
Arlington	Police Sergeant		\$88,744.50	\$115,332.75	\$141,921.00	\$45.51	\$59.15	\$72.78
Fairfax	Police Sergeant		\$89,990.16	\$125,799.23	\$161,608.30	\$43.26	\$60.48	\$77.70
Prince William	Police Sergeant /PD 03		\$76,934.15	\$105,919.33	\$134,904.51	\$36.99	\$50.92	\$64.86
Prince Georges	Police Sergeant		\$85,535.00	\$118,291.00	\$151,047.00	\$41.12	\$56.87	\$72.62
Montgomery	Police Sergeant		\$91,889.39	\$117,803.68	\$143,717.96	\$44.18	\$56.64	\$69.10
Approved Comparator Average			\$86,618.64	\$116,629.20	\$146,639.75	\$42.21	\$56.81	\$71.41
Alexandria Police Sergeant (SSPBA LBFO)			\$79,536.00	\$110,961.66	\$142,387.31	\$38.24	\$53.35	\$68.46
Approved Comparator Deviation			-8.18%	-4.86%	-2.90%	-9.41%	-6.10%	-4.14%
Jurisdiction	Classification		Min	Mid	Max	Min (hourly)	Mid (hourly)	Max (hourly)
Arlington	Police Lieutenant		\$99,411.00	\$137,455.50	\$175,500.00	\$50.98	\$70.49	\$90.00
Fairfax	Police Lieutenant		\$109,383.04	\$152,909.43	\$196,435.82	\$52.59	\$73.51	\$94.44
Prince William	Police Lieutenant/PD 04		\$85,700.00	\$117,988.10	\$150,276.20	\$41.20	\$56.73	\$72.25
Prince Georges	Police Lieutenant		\$96,227.00	\$133,077.50	\$169,928.00	\$46.26	\$63.98	\$81.70
Montgomery	Police Lieutenant		\$104,753.06	\$147,219.45	\$189,685.83	\$50.36	\$70.78	\$91.20
Approved Comparator Average			\$99,094.82	\$137,730.00	\$176,365.17	\$48.28	\$67.10	\$85.92
Alexandria Police Lieutenant (SSPBA LBFO)			\$96,956.00	\$135,264.51	\$173,573.02	\$46.61	\$65.03	\$83.45
Approved Comparator Deviation			-2.16%	-1.79%	-1.58%	-3.45%	-3.08%	-2.87%

As referenced above, the Union asserted that Arlington County and the Arlington Coalition of Police (the exclusive representative for Arlington County’s police bargaining unit) have reached a tentative agreement on a new term collective bargaining agreement which, at the time of the hearings in this matter, was pending ratification by the bargaining unit and pending approval by the Arlington County Board of Supervisors. The record reflects news coverage from April 2025, indicating that Arlington County may have budgeted for a 9 percent increase in compensation for its police bargaining unit; the record does not indicate to what extent those budgeted increases reflect merit increases, rather than a COLA or general wage adjustment.

The record reflects that Montgomery County, Maryland and Fraternal Order of Police Lodge 35 (the exclusive representative for Montgomery County’s police bargaining unit) entered into a new term collective bargaining agreement for FY 2026 and FY 2027, pursuant to which the pay scale applicable to bargaining unit employees was increased effective July 1, 2025 via a general wage adjustment of 4.85 percent; and that, pursuant to that term collective bargaining agreement, another general wage adjustment of 3.0 percent shall be applied in the first full pay

period following July 1, 2026. Those increases are separate from “merit” or “step” increases based on progression through the applicable pay plan or pay scale.

The record additionally reflects that Prince George’s County, Maryland, and Fraternal Order of Police, Lodge 89 (the exclusive representative for Prince George’s County’s police bargaining unit) entered into a new term collective bargaining agreement for the period of July 1, 2024 through June 30, 2026, pursuant to which bargaining unit officers received a 2.75 percent COLA effective April 6, 2025, and will receive a 2.5 percent COLA effective April 5, 2026. Those increases are separate from “merit” or “step” increases based on progression through the applicable pay plan.

The record further reflects that Fairfax County and the Fairfax Chapter of the Southern States Police Benevolent Association (the exclusive representative for the Fairfax County police bargaining unit) entered into a new term collective bargaining agreement for the period of July 1, 2024 through June 30, 2027, pursuant to which bargaining unit officers received, effectively, a minimum of a 3.0 percent wage adjustment for FY 2027, through a combination of a 1 percent increase to the applicable pay plan as well as the higher of a 2 percent COLA or the Market Rate Adjustment provided to other Fairfax County employees. Those increases are separate from “merit” or “step” increases based on progression through the applicable pay plan.

The record also reflects that Prince William County and the Prince William County Police Association, IUPA Local 5010 (the exclusive representative for the Prince William County police bargaining unit) entered into a new term collective bargaining agreement for the period of July 1, 2024 through June 30, 2028, pursuant to which those parties agreed that their collective bargaining agreement would “automatically reopen on July 1, 2026, for the limited purpose of engaging in good faith collective bargaining negotiations over revisions to the PayScale, market adjustments, step increases, and other forms of monetary compensation”, with negotiations to commence on or after April 1, 2025. The record contains no evidence of any changes, to date, resulting from that reopener.

The Union additionally presented evidence of starting salaries offered by the Charles County, Maryland Sheriff’s Office (\$69,360); by the District of Columbia’s Metropolitan Police Department (\$75,433); as well as a copy of a recruitment flyer indicating that the United States Immigration and Customs Enforcement agency is currently offering new recruits a signing bonus of \$50,000.

Record Evidence Regarding Cost of Living

The record reflects the following chart, representing the 12-Month Percent Change for the Consumer Price Index for All Urban Consumers (CPI-U) for 2015 through August 2025:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2	Ann
2015	1.6	1.7	1.8	1.8	1.7	1.8	1.8	1.8	1.9	1.9	2.0	2.1	1.7	1.9	1.83
2016	2.2	2.3	2.2	2.1	2.2	2.2	2.2	2.3	2.2	2.1	2.1	2.2	2.2	2.2	2.19
2017	2.3	2.2	2.0	1.9	1.7	1.7	1.7	1.7	1.7	1.8	1.7	1.8	2.0	1.7	1.85
2018	1.8	1.8	2.1	2.1	2.2	2.3	2.4	2.2	2.2	2.1	2.2	2.2	2.1	2.2	2.13
2019	2.2	2.1	2.0	2.1	2.0	2.1	2.2	2.4	2.4	2.3	2.3	2.3	2.1	2.3	2.20
2020	2.3	2.4	2.1	1.4	1.2	1.2	1.6	1.7	1.7	1.6	1.6	1.6	1.8	1.6	1.70
2021	1.4	1.3	1.6	3.0	3.8	4.5	4.3	4.0	4.0	4.6	4.9	5.5	2.6	4.5	3.58
2022	6.0	6.4	6.5	6.2	6.0	5.9	5.9	6.3	6.6	6.3	6.0	5.7	6.2	6.1	6.15
2023	5.6	5.5	5.6	5.5	5.3	4.8	4.7	4.3	4.1	4.0	4.0	3.9	5.4	4.2	4.78
2024	3.9	3.8	3.8	3.6	3.4	3.3	3.2	3.2	3.3	3.3	3.3	3.2	3.6	3.3	3.44
2025	3.3	3.1	2.8	2.8	2.8	2.9	3.1	3.1					2.9		2.99
Ten Year Average															3.28

The Parties did not include the available data from the Consumer Price Index for All Urban Consumers (CPI-U) in the Washington-Arlington-Alexandria area.

Contentions of the Parties

The Union contends that pay for the Police Bargaining Unit is “dangerously behind” the identified comparator jurisdictions, causing the City to struggle to recruit and retain qualified law enforcement officers. The Union asserts this presents a danger both to bargaining unit officers and to the citizens of the City. The Union notes that the Police Bargaining Unit’s relatively low pay contributes to issues of low morale within the ranks. The Union contends that given the relatively high cost of living in the metropolitan area, wages for this bargaining unit have not kept pace, particularly relative to the identified comparator jurisdictions. The Union asserts that the City’s comparator analysis is flawed and that the Union’s own comparator analysis more accurately reflects the degree to which this bargaining unit has fallen behind others in the region. The Union notes that, given the ongoing wage bargaining in Arlington County and in Prince William County, the City’s Police Bargaining Unit will only fall further behind its identified comparators. The Union asks that the Factfinder also consider data from the additional comparators identified by the Union, including Charles County, Maryland; the District of Columbia; and the United States Immigration and Customs Enforcement Agency, which further reflect the degree to which the current wages for this bargaining unit do not reflect the current market for law enforcement officers, particularly in this region. The Union maintains that the City’s LBFO fails to fully account for the inflationary climate of recent years, which may well continue in the upcoming years covered by the New CBA. The Union notes that the City has not made the argument that it is unable to pay the wage adjustment sought by the Union; rather, the

City simply does not wish to prioritize the requested wage increases at this point, despite its low fiscal stress and its ability to generate additional revenue from its tax base. For all of these reasons, the Union urges the Factfinder to adopt the Union’s LBFO and reject the City’s LBFO.

The City contends that its LBFO represents fair and appropriate wage increases for this bargaining unit. The City notes that unemployment is increasing, commercial vacancy rates in the City are rising, and federal funding is being reduced, limiting the City’s revenue growth and raising concerns about the City’s ability to sustain current revenues in the future. The City asserts that many of its budgetary costs are fixed or are not in the City Council’s direct control, and it notes that every one of its bargaining units will be seeking wage increases over the next two years. The City notes that it is proud of its AAA bond rating and its low fiscal stress score, and argues that poor financial stewardship will result in the loss of that rating and score. The Factfinder should note that most bargaining unit employees will receive substantial merit increases of between 3.5 percent and 5 percent, in addition to any COLA, which results in substantial wage increases for much of the Police Bargaining Unit. The City further contends that the Union’s LBFO is fiscally reckless and unsustainable, and would create massive disruptions to the City’s budget. For all of these reasons, the City urges the Factfinder to adopt the City’s LBFO and reject the Union’s LBFO.

Discussion and Analysis

After careful consideration of the entire record and the Parties’ respective arguments, and in considering and weighing all of the factors set forth at Section 2-5-80(a)(7) of the Collective Bargaining Ordinance, I am persuaded that neither of the Parties’ respective LBFOs be adopted, as neither represents the most appropriate adjustment to the pay scales for the bargaining unit. Instead, I recommend that the Parties adopt a 4.5 percent COLA for Police Officers and Lieutenants, and a 7.0 percent COLA for Sergeants in FY 2027; for Police Officers, Sergeants, and Lieutenants, a COLA increase equal to the 12-month change in the CPI-U for the Washington-Arlington-Alexandria area as of May 2026, plus 1.5 percent, for FY 2028, with the total COLA for that year not to exceed 4.5 percent; and for Police Officers, Sergeants, and Lieutenants, a COLA increase equal to the 12-month change in the CPI-U for the Washington-Arlington-Alexandria area as of May 2027, plus 1.5 percent, for FY 2029, with the total COLA for that year not to exceed 4.5 percent.

There was no showing that either of the LBFOs or the Recommendation here exceeds or is contrary to the lawful authority of the City. Nor was there any claim that the City lacks the financial ability to meet the costs of either of the LBFOs or this Recommendation.

The City strongly asserted that – given its competing priorities, its concerns about projected revenue growth, and the current tax burden on City residents and businesses – it had limited resources available to allocate to a COLA for the Police Bargaining Unit. The City’s understandable reluctance to exceed the parameters of its current budget absent direction from the City Council is relevant to the extent that it reflects concerns regarding the current resources of the City and the demands on those resources; the ability of the City to rely on revenue growth during the term of the New CBA, including in light of the overall national and regional economy; preservation of the City’s ability to incur debt at minimum cost; and current and expected changes in state and federal funding, among other considerations. These factors, however, involve the City’s willingness to pay rather than the City’s ability to pay, and they are not, therefore, dispositive as to the appropriate pay scale to be adopted in the Parties’ collective bargaining.

With respect to the interests and welfare of the public, I find that it is in the interests and welfare of the public for the City to have a Police Department that is effective and accountable in protecting public safety; this requires, among other things, the investment of funds needed to recruit and retain qualified officers in a particularly competitive regional market for those services. I further find that it is also in the interests and welfare of the public for the City to avoid unnecessary increases in taxes or debt and for the City, to the extent feasible, to continue to maintain its programs and services other than law enforcement.

With respect to comparisons, I am persuaded that the comparators identified in the Fairfax survey – Fairfax County, Arlington County, Prince William County, Prince George’s County, and Montgomery County – are the most appropriate comparators here. Both Parties have focused their analyses on these jurisdictions.

Although the Union relied somewhat on comparisons to three additional law enforcement agencies, the record reflects that those agencies are differently situated than the City’s Police Department. The District of Columbia’s Metropolitan Police Department serves a large city several times the size of Alexandria, and is responsible for certain duties related to the federal presence in the nation’s capital that the City’s Police Department here does not shoulder.

Charles County, Maryland is a relatively rural county with a population only slightly larger than that of Alexandria. The U.S. Immigration and Customs Enforcement agency is a federal agency for which no pay data other than the amount of a recruitment bonus was adduced in these proceedings. I am persuaded, on the evidentiary record here, that these three agencies are not appropriate comparators in this proceeding.

The record reflects, and the Parties do not dispute, that this bargaining unit has not historically been at the forefront in compensation among its regional counterparts, with the exception of a brief period after the City enacted collective bargaining and before other Virginia jurisdictions did so. Rather, this bargaining unit has typically stayed near the appropriate midpoints for compensation relative to its regional comparators.

As discussed above, the City’s heavy reliance on the data from the Fairfax study appears to have resulted in the omission or skewing of a substantial number of its data points relative to comparative pay among the referenced jurisdictions. While the Union’s comparator analysis is less sophisticated in its reliance on minimums and maximums from the relevant pay scales rather than the actual salaries paid to individual employees, I am persuaded that the Union’s analysis is more complete than the City’s and that it should be given greater weight than the City’s incomplete analysis of the comparative pay of the Department’s bargaining unit employees.

There are a number of weaknesses in the City’s analysis. First, the City noted that many of the data points provided come directly from the jurisdictions responding to the Fairfax survey. While much of that data appears to be sufficiently reliable, some components appear less so. As noted above, the City’s comparator data both inflates the minimum salary for Police Officers in other jurisdictions while also eliminating data points for employees in grades, ranks, or specialties in those other jurisdictions (e.g., those with the rank of Police Corporal in the Arlington County Police Department) who might receive higher pay than a regular Arlington Police Officer and lower pay than an Arlington Sergeant, but who would not be accounted for in either the Police Officer or Sergeant data for Arlington presented by the City here, despite the fact that their duties would be performed by either the Police Officers or the Sergeants of Alexandria’s Department.

The Union’s comparator analysis shares some of these deficiencies as well – for example, the Union’s analysis mirrors the City’s selection of Montgomery County’s Police Officer III rank as equivalent to that of a Police Officer in the City’s Police Department, despite the fact that, in

the City, new officers enter at the Police Officer rank, while police officers in Montgomery County must have several years of experience before entering the Police Officer III rank. This issue inaccurately inflates the asserted pay disparity between the salaries of Alexandria’s Police Officers and those in Montgomery County, but it is an inaccuracy shared by the City’s analysis as well.

More troublingly, however, the City’s method for calculating the “Average Actual Salary” for each of the comparator jurisdictions and for the corresponding City ranks is not well explained. Mr. Achach Nechar’s testimony indicates that this calculation was provided by the jurisdiction submitting the information (e.g., by Arlington County for its Police Officer rank). Mr. Achach Nechar’s testimony further indicated that the Average Actual Salary is calculated based on the actual salaries paid to the identified employees. For example, it would be based on the actual salaries paid to the 73 Arlington Police Officers identified in the City’s comparator analysis (a number which seems far too low to encompass all of the Arlington County Police Department’s officers performing the duties of Alexandria’s Police Officers). The spreadsheet provided by the City, however, does not indicate any formulas used to obtain the Average Actual calculations. For example, the spreadsheet reflects that the lowest paid Arlington Police Officers receive a salary of \$72,013.50; the highest paid employees in that rank receive a salary of \$112,339.50; and the “midpoint” – the average of the high and low salaries – is \$92,176.50. These numbers accord with the data relied on by the Union. Inexplicably, however, the City calculated an “Average Actual Salary” of \$75,266.47 for Arlington Police Officers, and compares that asserted average against an average salary of \$88,066.66 for Alexandria’s Police Officers. The City does not, however, account for Arlington’s Police Corporals at all; the existence of that intermediate rank between Police Officer and Sergeant in Arlington suggests that the City’s analysis essentially omits appropriate comparators for the higher-earning and more experienced Alexandria Police Officers whose duties are performed by Corporals in Arlington.

Similarly, Montgomery County’s pay scale includes the rank of Master Police Officer, in addition to the Police Officer I, II, and III ranks, prior to the rank of Sergeant; Prince George’s County’s pay scale includes the ranks of Police Officer, Police Officer First Class, and Corporal prior to the rank of Sergeant; Prince William County’s pay scale includes the ranks of Police Officer and Master Police Officer prior to the rank of Police Sergeant (which is itself followed

by the rank of Police First Sergeant); and Fairfax County’s pay scale includes the rank of Police Officer and Master Police Officer prior to the rank of Police Sergeant. Nor is any data for Prince George’s County at all integrated into the “Average Actual Salary” calculated by the City.

All of this is to say that while the Union’s analysis appears to inflate somewhat the disparity between the compensation of Alexandria’s Police Officers measured against these comparators, the City’s “Average Annual Salary” comparison omits large groups of relevant comparators from the identified jurisdictions and is of limited practical use as a basis for determining the relative compensation of Alexandria’s Police Bargaining Unit.

For these reasons, I accord the Union’s comparator analysis greater weight than I do the City’s, with the understanding that the Union’s analysis (and the City’s) inflates the asserted pay disparity for certain ranks and career stages. Those comparisons reflect that Alexandria Police Officers and Lieutenants receive salaries that are substantially lower than those of their counterparts in the comparator jurisdictions, particularly at the start of the pay scale. As the City correctly notes, the Police Officers and Lieutenants do make up some ground because of the relatively large 5 percent merit increases that the City’s Police Bargaining Unit enjoys as an employee moves through the first half of the City’s pay scales; the Police Officers and Lieutenants never fully catch up, however, even when the merit steps are taken into account. The City’s Sergeants, however, are even more markedly behind their counterparts in the comparator jurisdictions.

With respect to the cost of living, the record reflects that, over the last ten years, the cost of living – as reflected by the national CPI-U – has increased by an average of 3.28 percent per year. Over the last five years, the cost of living has increased by 4.19 percent per year. In the last three years, although the annual increase in the cost of living has declined from 6.15 percent in 2022 to 2.99 percent in the first half of 2025, annual increases in the cost of living remain well above pre-pandemic levels of low two- or high one-percent figures. Current economic uncertainties abound, as reflected by increased tariffs imposed by the federal government as well as relative weakness in the labor market compared to recent years. An accurate projection of the cost of living over the term of the Parties’ New CBA is difficult at best, and creates significant uncertainty with respect to the ability of the bargaining unit to enjoy real wage gains and the City’s ability to continue its financial stewardship of City resources. The COLAs negotiated by the Parties in the Predecessor CBA for FY 2025 and FY 2026 failed to keep pace with the

increase in the cost of living, and the City’s LBFO provides for COLAs that are substantially lower than the annualized increases in the cost of living observed in any year from 2015 onwards. The Union’s LBFO would provide for a COLA increase in FY 2027 well in excess of recent increases in the cost of living, and would provide for COLAs ahead of recent annualized increases in the cost of living in FY 2028 and 2029.

When all of these factors are viewed together, I am persuaded that the City’s LBFO on wages is insufficient to account for increases in the cost of living, the compensation provided to employees performing similar services in comparator jurisdictions, or for the historical compensation of the employees in the Police Bargaining Unit relative to those of the regional comparators. Given these factors as well as the nationwide challenges in recruiting and retaining law enforcement officers, the City’s LBFO would result in current employees suffering a net loss in their real wages given the increases in cost of living, and would offer candidates – and current employees – substantially lower salaries than those offered to their counterparts in the identified comparator jurisdictions. I find that these impediments to the City’s ability to effectively recruit and retain sworn officers that would be created by the City’s LBFO on pay scale were not shown to be in the interests and welfare of the public.

I am also persuaded that the Union’s LBFO on wages exceeds the amount warranted on the evidentiary record here. These negotiations are occurring in the context of increasing economic uncertainty nationwide and particularly in the Washington, D.C. metropolitan area, with projected slowing revenue growth for the City. While, in better and more certain economic times, the Union’s LBFO might resonate better as a means of addressing recruitment and retention, the factors applicable under the Collective Bargaining Ordinance and the evidentiary record here do not support a finding that awarding the high COLAs, particularly for FY 2027, proposed by the Union here would be consistent with the interests and welfare of the public. The Union’s LBFO would result in wage costs of \$1.99 million above the cost of the City’s LBFO in FY 2027; an additional \$2.87 million in wage costs above the cost of the City’s LBFO in FY 2028; and yet an additional \$3.8 million in wage costs above the cost of the City’s LBFO in FY 2029.

I instead recommend that the Parties adopt a 4.5 percent COLA for Police Officers and Lieutenants, and a 7.0 percent COLA for Sergeants in FY 2027; for Police Officers, Sergeants, and Lieutenants, a COLA increase equal to the 12-month change in the CPI-U for the

Washington-Arlington-Alexandria area as of May 2026, plus 1.5 percent, for FY 2028, with the total COLA for that year not to exceed 4.5 percent; and for Police Officers, Sergeants, and Lieutenants, a COLA increase equal to the 12-month change in the CPI-U for the Washington-Arlington-Alexandria area as of May 2027, plus 1.5 percent, for FY 2029, with the total COLA for that year not to exceed 4.5 percent.

The recommended 4.5 percent COLA for FY 2027 for Police Officers and Lieutenants would still result in their salaries remaining below the midpoints of the salaries of their counterparts in the comparator jurisdictions in FY 2027, based upon the currently available data in the record:

Police Officer			
	Minimum Salary	Salary Midpoint	Maximum Salary
Alexandria Police Department (FY 2026)	\$63,988.34	\$89,270.33	\$114,552.32
Alexandria Police Department (FY 2027 with 4.5 percent COLA)	\$66,867.82	\$93,287.49	\$119,707.17
Average of Comparators (FY 2027 for Montgomery, Prince George’s, Fairfax; FY 2026 for Prince William and Arlington)	\$71,716.11	\$96,562.74	\$121,409.37
Deviation from Comparators	-6.76%	-3.39%	-1.40%

Lieutenant			
	Minimum Salary	Salary Midpoint	Maximum Salary
Alexandria Police Department (FY 2026)	\$89,774.16	\$125,246.41	\$160,718.66
Alexandria Police Department (FY 2027 with 4.5 percent COLA)	\$93,814.00	\$130,882.50	\$167,951.00
Average of Comparators (FY 2027 for Montgomery, Prince George’s, Fairfax; FY 2026 for Prince William and Arlington)	\$99,094.82	\$137,730.00	\$176,365.17
Deviation from Comparators	-5.33%	-4.97%	-4.77%

It would, however, permit Police Officers to approach the average at the top of the scale, and would close the gap, at least somewhat, throughout the pay scale for Police Officers and Lieutenants, between the City and the identified comparators.

The record reflects, moreover, that Sergeants are more substantially behind their counterparts than are the City’s Police Officers and Lieutenants. A 7.0 percent COLA in FY 2027 would still position the Sergeants below the comparator averages in FY 2027, particularly

early in the pay scale, but would permit Sergeants to close the gap somewhat as they progress through the pay scale:

Sergeant			
	Minimum Salary	Salary Midpoint	Maximum Salary
Alexandria Police Department (FY 2026)	\$72,305.40	\$100,873.82	\$129,442.23
Alexandria Police Department (FY 2027 with 7.0 percent COLA)	\$77,366.78	\$107,934.98	\$138,503.19
Average of Comparators (FY 2027 for Montgomery, Prince George’s, Fairfax; FY 2026 for Prince William and Arlington)	\$86,618.64	\$116,629.20	\$146,639.75
Deviation from Comparators	-10.68%	-7.45%	-5.55%

These FY 2027 COLAs would cost approximately \$997,755 more than the City’s LBFO, based on the joint costing model provided by the Parties. These recommended FY 2027 increases are still markedly less than the comparator analyses would otherwise warrant; for example, Montgomery County’s police bargaining unit received a 4.85 percent general wage adjustment in FY 2026. The record reflects that many of the comparator jurisdictions have moved to a \$70,000 starting salary for police officers and offer certain take-home car benefits and more generous pension enhancements than are available to the City’s Police Bargaining Unit. A jump to those salaries or even to the regional average, however, is not consistent with the current economic and budgetary climate or with the relative positioning of the compensation offered by the City to its sworn officers compared with the compensation offered by comparators to their own sworn officers. The recommended FY 2027 increases reflect a weighing of the relevant statutory factors, including the interests and welfare of the public, in balancing the importance of having a Police Department staffed by effective and qualified officers with the substantial cost to the City taxpayers of wage increases for the Police Bargaining Unit. This includes the assessment that, given the low compensation of these bargaining unit employees compared to their regional comparators, the City runs the risk of being unable to compete for new hires or to retain qualified law enforcement officers over the course of their careers.

For FY 2028 and FY 2029, the uncertainties faced by the City – and by the bargaining unit are substantial. It is unclear whether inflation will slow or increase; it is also unclear whether the City’s revenue growth will continue to slow, given federal job losses and other factors. The Parties have also expressed reluctance to engage in reopener bargaining over wages, given the time-consuming and expensive nature of that process. I note also that the

recommended FY 2027 COLAs still do not bring the Police Bargaining Unit up to the average salaries of the identified comparators.

With that in mind, I recommend that the Parties set the COLA for Police Officers, Sergeants, and Lieutenants for FY 2028 as equal to the 12-month change in the CPI-U for the Washington-Arlington-Alexandria area as of May 2026, plus 1.5 percent, with the total COLA for that year not to exceed 4.5 percent. I additionally recommend that the Parties set the COLA for Police Officers, Sergeants, and Lieutenants for FY 2029 as equal to the 12-month change in the CPI-U for the Washington-Arlington-Alexandria area as of May 2027, plus 1.5 percent, with the total COLA for that year not to exceed 4.5 percent.

This recommendation avoids the need for reopener negotiations and ties the COLAs for FY 2027 and FY 2028 to a historically objective measure of increases in the cost of living while spreading increases to the pay scale needed to keep the City competitive with its comparators to the out years of the New CBA. The cap limits the budgetary impact of an unusually substantial increase in the cost of living. The City Council also retains its statutory authority under the Collective Bargaining Ordinance to decline to resolve to fund any provision of a collective bargaining agreement requiring appropriation or other Council action.

I further recommend that the Parties adopt language whereby, if the United States Department of Labor’s Bureau of Labor Statistics ceases to publish the CPI-U for the Washington-Arlington-Alexandria area during the term of the New CBA, the Parties may agree to substitute another measure of the cost of living and/or, only upon mutual agreement, to reopen the New CBA to engage in reopener negotiations over wages. I make this recommendation in recognition that, in recent months, the objectivity of publications from the Bureau of Labor Statistics has been called into question; that the Parties may wish to provide for flexibility in the event of further similar developments. In general, however, the linkage between the pay scale and the local CPI-U, with a cap on the amount of the COLA, should permit the Parties to adjust automatically to changes in inflation without having to either predict the future in a time of uncertainty or to find themselves back at the bargaining table, absent mutual agreement to do so, before the end of the term of the New CBA.

Based on the joint calculations provided by the Parties, the recommended pay scale adjustment (exclusive of increases in fringe benefits and longevity bonus, and inclusive of the Parties’ tentative agreement on merit step increases) produces the following maximum additional

costs (i.e., for FY 2028 and FY 2029, assuming that the combination of the annualized increase in the local CPI-U plus the 1.5 percent wage adjustment equals or exceeds 4.5 percent) in each of the fiscal years within the term of the New CBA:

	FY 2027 (change from FY 2026)	FY 2028 (change from FY 2027)	FY 2029 (change from FY 2028)
Cost of City LBFO	\$1,198,147	\$995,725	\$1,006,292
Cost of Union LBFO	\$3,192,630	\$1,874,173	\$1,959,197
Additional Cost of Union LBFO above City LBFO	\$1,994,484	\$2,872,931	\$3,825,837
<i>Maximum Cost of Recommended COLA</i>	<i>\$2,195,901</i>	<i>\$2,129,921</i>	<i>\$2,252,091</i>
<i>Maximum Additional Cost of Recommended COLA above City LBFO</i>	<i>\$997,755</i>	<i>\$2,131,951</i>	<i>\$3,377,750</i>

To the extent that the combination of the annualized increase in the local CPI-U plus the 1.5 percent wage adjustment is less than 4.5 percent in FY 2028 or FY 2029, the increased wage costs will be less than described above.

I find that these COLAs balance the substantial cost of necessary pay increases with the uncertainties in the City’s projected revenues as well as in the economy overall; reduce the impact of the overall COLAs in 2027 by providing for increases to the pay scale above the cost of living in FY 2028 and FY 2029 with a maximum cap; and provide the Parties with the opportunity to modify the CPI-U trigger, if needed, in the event of unusual circumstances. The recommended COLAs also balance the interests and welfare of the public in maintaining the City’s ability to effectively recruit and retain sworn officers with the costs (through increased taxes or changes in services resulting from the reallocation of resources from other priorities) needed to fund them, by keeping compensation for the Police Bargaining Unit consistent with its historical relationship to the levels of compensation provided to counterparts in the comparator jurisdictions.

For all of these reasons, and after giving full consideration and according appropriate weight to all of the factors required by Section 2-5-80(a)(7) of the Collective Bargaining Ordinance, I find that the Parties should adopt: a) a 4.5 percent COLA for Police Officers and Lieutenants, and a 7.0 percent COLA for Sergeants for FY 2027; b) for Police Officers, Sergeants, and Lieutenants, a COLA increase equal to the 12-month change in the CPI-U for the

Washington-Arlington-Alexandria area as of May 2026, plus 1.5 percent, for FY 2028, with the total COLA for that year not to exceed 4.5 percent; and c) for Police Officers, Sergeants, and Lieutenants, a COLA increase equal to the 12-month change in the CPI-U for the Washington-Arlington-Alexandria area as of May 2027, plus 1.5 percent, for FY 2029, with the total COLA for that year not to exceed 4.5 percent.

Article 10 (Pay Parity)

Section A

At Article 10, Section A, the Predecessor CBA requires the Parties to participate each fiscal year in “a retreat where they discuss the competitive posture of bargaining unit employees’ wages.” In preparation for the retreat, the City is required to conduct a market study of bargaining unit positions to determine the competitive posture of the Department. Both Parties agree that Article 10, Section A should be amended to require that, once conducted the study shall be provided to the Union in advance of the retreat. The Parties also agreed that the retreat shall be scheduled to occur during the first quarter of any fiscal year in which such a retreat occurs, unless a different time period is agreed to by both Parties.

The City seeks to reduce the frequency of these retreats and the accompanying market studies to “every three years, or more frequently as needed and agreed to” by the Parties. The Union seeks to maintain the existing requirement that a retreat (accompanied by the market study) be held in each fiscal year covered by the New CBA.

Section B

At Article 10, Section B, the Predecessor CBA reflects agreement by the Parties that employee pay is intended to be competitive at a minimum with the average pay of comparator organizations in the primary labor market. The primary labor market is defined as the Counties of Arlington, VA, Fairfax, VA, Prince William County, VA, Montgomery, MD, and Prince George’s MD.

The Predecessor CBA further permitted the Union – in the event that the salary of any position within the bargaining unit falls below market averages – to “request” to reopen bargaining in the second and third fiscal years covered by the Predecessor CBA over employee pay for such position(s), with the purpose of “align[ing] the position with the competitive marketplace for implementation in the next fiscal year, or sooner, if financially feasible.”

The Parties are in agreement as to certain minor language changes, including more precise reference to the “primary labor market” of comparators and reference to the City’s Compensation Philosophy.

The Union’s LBFO proposes to maintain its right to request to reopen bargaining over employee pay for affected positions, and to clarify that, upon such request, the Parties “shall reopen bargaining for such position(s).”

The City’s LBFO seeks to change the language of Section B to target employee pay to be competitive with the “average pay midpoints” of the identified comparators. In addition, the City’s LBFO proposes to eliminate the Union’s right to request to reopen bargaining over employee pay for affected positions. Instead, the City’s LBFO proposes that – if the salary of any classification within the Bargaining Unit falls below the primary market averages for the identified comparators – the Union may submit a request to the City’s Department of Human Resources for a compensation study; the Department of Human Resources may grant or deny such request. The City’s LBFO also proposes that, during the term of the New CBA, the City Manager may propose pay adjustments to align an affected classification with the City’s Compensation Philosophy, for implementation in the next fiscal year or sooner. It is unclear from the City’s presentation whether such action by the City Manager is contingent on the completion of a compensation study requested by the Union.

President Minnix acknowledged that the Compensation Philosophy contemplates a pay study being conducted every two years rather than annually, as the Union proposed.

President Minnix testified that, after the Union had received the Fall 2024 pay study from the City, the Union had requested a reopener over wages for FY 2026. He recounted that the City had indicated that it was not in a position to engage in that reopener because the Parties were scheduled to begin term bargaining several months later. He stated that, as a result, no reopener bargaining had been conducted under the Predecessor CBA.

President Minnix acknowledged that, absent decreases in pay for police officers in the identified comparator jurisdictions, the Union’s LBFOs on pay scale and on Article 10 would result in a triggering of the reopener provisions proposed in the Union’s LBFO in FY 2028 and, absent significant wage increases for the Union, in FY 2029 as well.

Contentions of the Parties

The Union contends that its pay parity LBFO properly addresses the City’s current inability or unwillingness to properly compensate the Police Bargaining Unit by providing the Union with the opportunity to reopen bargaining over wages in the event that classifications within this bargaining unit remain in the bottom half of salaries compared to the City’s identified comparators. The Union asserts that the City can avoid reopener bargaining by increasing the wages of the Police Bargaining Unit so that bargaining unit employees are no longer substantially behind their counterparts in the comparator jurisdictions. The Union asserts that the City cannot both refuse to provide needed pay raises based on economic uncertainty and also refuse to return to the bargaining table to address wages when more certainty regarding the City’s financial and budgetary health will be available; the Union maintains that the City cannot have it both ways. The Union notes that the potential for a reopener on wages would prevent other jurisdictions from waiting to see the Parties’ final agreement on wages, and then offering more in an attempt to “one-up” the wages agreed to by the Parties for the City’s Police Bargaining Unit. Generally, with respect to wages, the Union argues that the City is falling substantially behind comparator jurisdictions in its ability to compensate, recruit, and retain qualified police officers because of the low pay offered by the City. The Union asserts that, as a result of the City’s failure to remain competitive with neighboring jurisdictions, approximately ten percent of the City’s officers are considering leaving employment with the City. The Union urges the City to follow its published Compensation Philosophy in order to remain competitive. For all of these reasons, the Union urges the Factfinder to adopt the Union’s LBFO and reject the City’s LBFO.

The City contends that the reopeners proposed by the Union would be automatically triggered under either the Union’s LBFO or the City’s LBFO, forcing the Parties to engage in reopener bargaining in every year of the New CBA’s three-year term. The City asserts that this would place a substantial administrative burden on the City (as well as the Union) and would deny the Parties the stability that they seek by entering into a three-year term collective bargaining agreement. The City’s LBFO already represents its best offer on wages, particularly in the face of substantial economic and budgetary uncertainty, and the Parties need not engage in perpetual bargaining over wages. For all of these reasons, the City urges the Factfinder to adopt the City’s LBFO and reject the Union’s LBFO.

Discussion and Analysis

After careful consideration of the entire record and the Parties’ respective arguments, and in considering and weighing all of the factors set forth at Section 2-5-80(a)(7) of the Collective Bargaining Ordinance, I recommend that the Parties adopt a modified version of the City’s Article 10 LBFO that schedules a market study and retreat for the first quarter of FY 2028 and provides the Parties with the ability to engage in reopener negotiations over pay only upon mutual agreement.

First, as discussed above, there are legitimate concerns regarding pay parity between the sworn officers in the City’s Police Bargaining Unit and their counterparts in the identified regional comparators. While the Parties may always mutually agree to reopen wages, given the Recommendations for adjustments to the pay scale during the term of the New CBA and the Recommendations regarding the enhancement of pension benefits, I am unpersuaded that new language permitting the Union to unilaterally trigger reopener negotiations over wages is appropriate at this time. The Recommendations on pay scale address the Parties’ respective concerns regarding uncertainties in the City’s budget and in the economy overall, and provide for flexibility without requiring that the Parties expend time and resources, including taxpayer monies, by returning to the bargaining table mid-term to address wages. Those Recommendations also provide the bargaining unit with protection against a decline in real wages, in addition to providing additional adjustments to the pay scale above increases in the cost of living, in order to improve the relative compensation of this bargaining unit compared to its counterparts in the comparator jurisdictions and to allow the City to effectively recruit and retain law enforcement officers without burdening the City with the full measure of needed increases to the pay scale in FY 2027. With this in mind, the fact that several comparator jurisdictions have negotiated to provide opportunities for reopener bargaining over wages is insufficient, in this case, to persuade me that the Union’s LBFO is appropriate.

I am unpersuaded that the City has demonstrated a basis for modifying the Parties’ stated goal to the “average pay midpoints” rather than the average pay.

There is value in requiring the Parties to meet to discuss the competitive posture of the Department with respect to the wages of bargaining unit employees, and to do so ahead of the Parties’ next round of term bargaining, in order to support the City’s competitiveness in that market along with the related goals of fairly compensating bargaining unit employees and

protecting the interests and welfare of the public in recruiting and retaining qualified police officers for the Department. For these reasons, I recommend that the Parties adopt a requirement that the pay study be conducted in the first quarter of FY 2028.

For all of these reasons, and after giving full consideration and according appropriate weight to all of the factors required by Section 2-5-80(a)(7) of the Collective Bargaining Ordinance, I find that the Parties should adopt a modified version of the City’s LBFO for Article 10 setting a market study and retreat for the first quarter of FY 2028, as follows:

Section A:

The Parties agree to participate in a retreat in the first quarter of Fiscal Year 2028, unless a different time period is agreed to by both parties, where they discuss the competitive posture of bargaining unit employees’ wages. In preparation for the retreat, the City will conduct a market study of bargaining unit positions to determine the competitive posture of the Department. Once conducted the study shall be provided to the SSPBA in advance of the retreat.

Section B:

The Parties agree that employee pay is intended to be competitive, at a minimum, with the average pay of comparator organizations in the primary labor market (defined as the Counties of Arlington, VA, Fairfax, VA, Prince William, VA, Montgomery, MD, and Prince George’s, MD) and should be consistent with the City’s Compensation Philosophy as last issued December 2023. The Parties shall not engage in reopener bargaining over wages except as mutually agreed by the Parties, as required by applicable law, or as permitted by other Articles of this collective bargaining agreement. In the event that the Parties mutually agree to engage in reopener bargaining, the Parties shall, in their ground rules, adopt procedures for bargaining that conform, to the greatest extent possible, to those set forth in the Collective Bargaining Ordinance for term bargaining.

New Article (Reopener Procedures)

The Union also submitted an LBFO for a new article addressing reopener procedures over economic provisions, as well as reopener procedures in the event of a change in collective bargaining laws. With respect to economic provisions, the Union’s LBFO proposes that, in the event that any economic provision of the New CBA becomes inoperative, including pursuant to Section 2-5-79 of the Collective Bargaining Ordinance, all economic provisions of the New CBA are to be reopened for negotiation upon timely written request by the Union, with the Ordinance’s impasse resolution procedure to be applied in the event of an impasse during the reopener bargaining. The Union’s LBFO also proposes to apply this procedure regarding economic provisions to reopener bargaining pursuant to the Union’s LBFO for Article 10 (Pay Parity).

The Union’s LBFO further proposes to permit the Union to reopen bargaining over any subjects of bargaining currently outside of the Collective Bargaining Ordinance’s scope of bargaining “[i]n the event that, during the duration of this Agreement, the City of Alexandria or

the Commonwealth of Virginia increase, by law, the rights of public sector employees to bargain additional matters than currently allowed as of September 1, 2025.” This section of the Union’s LBFO appears to reference provisions of prior drafts of the LBFO addressing the process for mid-term bargaining, and proposes that impasses be resolved consistent with the Collective Bargaining Ordinance’s impasse resolution procedure.

The record reflects that the Montgomery County Code provides that, in the event that any economic provision in a collective bargaining agreement between that County and its police bargaining unit becomes inoperative for any reason, all economic provisions of the agreement shall be reopened for negotiations.

The City’s LBFO for the proposed new article rejects the Union’s Reopener Procedures LBFO in its entirety.

Contentions of the Parties

The Union contends that the implementation of reopener procedures would give the Parties clear instructions on how to conduct a reopener if one were to occur. The Union notes that the City has cited current uncertainties as obstacles to providing greater wage increases to the Police Bargaining Unit, and asserts that wage reopeners would address the City’s concerns; the addition of reopener procedures would further facilitate that process. The Union also notes the potential for changes to the law governing public sector collective bargaining during the life of the New CBA. For all of these reasons, the Union urges the Factfinder to adopt the Union’s LBFO and reject the City’s LBFO.

The City contends that there is no need for additional reopener procedures beyond those provided for in the City’s Collective Bargaining Ordinance. The Collective Bargaining Ordinance contemplates three-year term collective bargaining agreements, and the City sees no reason to effectively put itself back at the bargaining table with the Union every year to address compensation – an expensive and time-consuming process that runs counter to the spirit of the Collective Bargaining Ordinance and which would place a substantial administrative burden on the City. For all of these reasons, the City urges the Factfinder to adopt the City’s LBFO and reject the Union’s LBFO.

Discussion and Analysis

After careful consideration of the entire record and the Parties’ respective arguments, and in considering and weighing all of the factors set forth at Section 2-5-80(a)(7) of the Collective

Bargaining Ordinance, I recommend that the Parties adopt a more limited version of the Union’s LBFO on Reopener Procedures to provide flexibility in the event of changes in applicable collective bargaining law.

To the extent that the Union’s LBFO addresses reopeners pursuant to Article 10, the Recommendation with respect to Article 10 clarifies that such reopeners are to occur only in the event of mutual agreement of the Parties, rather than as a matter of right by either the City or the Union. In the event of mutual agreement to engage in reopener bargaining, the Parties can also reach agreement on the appropriate procedures to be followed.

It is conceivable that, during the term of the New CBA, the collective bargaining laws applicable to this bargaining unit may change as a result of action by the Commonwealth of Virginia or by the City itself. The scope of bargaining may be modified by amendments to the Collective Bargaining Ordinance and/or under state law. The proposed language, as modified, provides the flexibility to address only those matters resulting from changes in law, and sets forth the procedures by which those changes may be addressed, should they arise.

I am unpersuaded that the Union’s proposal of language permitting the Union to reopen bargaining over all economic provisions in the event that any economic provision of the collective bargaining agreement becomes inoperative is reasonable and appropriate. It is true that the Parties reach agreement based on the totality of their agreements, and economic gains in one area may be offset by compromise in another. When economic provisions become inoperative, whether due to the City Council’s resolution not to fund any provisions of a tentative collective bargaining agreement requiring appropriation or other Council action or on some other basis, one could make a reasonable case that it is appropriate that there be an opportunity for the Parties to revisit the full economic provisions of their collective bargaining agreement. This would provide the Parties with an opportunity to resume negotiations and pursue productive and creative approaches to find a new basis for agreement (or impasse) in the event that Council action or other unforeseen circumstances cause an economic provision of the collective bargaining agreement to become inoperative, without being limited only to the potentially narrow scope of subject matters that have been rendered inoperative.

Here, however – and unlike the collective bargaining statutes in a number of the identified comparator jurisdictions, including Montgomery County, Prince George’s County, and Fairfax County – the City’s Collective Bargaining Ordinance reflects the City Council’s intent to

limit reopeners resulting from the City Council’s decision not to fund or otherwise take action to those tentative agreements as to which the City Council declined to act. Given the City Council’s expression of its intent, I am unpersuaded that the record supports adopting a contractual obligation to do what the City has declined to do as a matter of statute.

For all of these reasons, and after giving full consideration and according appropriate weight to all of the factors required by Section 2-5-80(a)(7) of the Collective Bargaining Ordinance, I find that the Union’s LBFO for Reopener Procedures should be adopted with modifications, as follows:

- A. *Change in Collective Bargaining Laws.*
 1. *In the event that, during the duration of this Agreement, the City of Alexandria or the Commonwealth of Virginia modify, by law, the rights of public sector employees to bargain additional matters than currently allowed as of September 1, 2025, then the SSPBA shall have the option to reopen bargaining for the purpose of bargaining on those additional subjects of bargaining only by providing written notice to the City Manager no later than 90 days after such law or ordinance was made effective.*
 2. *If, after negotiations, the parties are unable to agree, the matter shall be referred to an Impasse Neutral for resolution as an impasse matter consistent Sec. 2-5-80 of Title 2, Chapter 5, Article E of the Code of the City of Alexandria, Virginia 1981 as amended.*

Article 12 (Longevity Bonus)

The City’s LBFO proposes that the longevity bonus granted to active bargaining unit employees already at Step 14 of the pay scale each July be increased from the \$1,000 bonus provided under the Predecessor CBA to \$1,200. The Union’s LBFO proposes that the longevity bonus be increased to \$2,500.

Contentions of the Parties

The Union contends that a more substantial longevity bonus is needed to properly compensate bargaining unit employees at the top of the pay scale who will not receive step increases. For all of these reasons, the Union urges the Factfinder to adopt the Union’s LBFO and reject the City’s LBFO.

The City contends that its LBFO represents an already generous 20 percent increase in the longevity bonus from the bonus provided under the Predecessor CBA, and that the Union’s LBFO represents an enormous and expensive increase that is not warranted. For all of these reasons, the City urges the Factfinder to adopt the City’s LBFO and reject the Union’s LBFO.

Discussion and Analysis

After careful consideration of the entire record and the Parties’ respective arguments, and in considering and weighing all of the factors set forth at Section 2-5-80(a)(7) of the Collective Bargaining Ordinance, I recommend that the City’s Article 12 LBFO be adopted. The longevity bonus is intended to provide employees at the top of the pay scale with a measure of compensation in recognition of the fact that they will not receive a merit increase. Those top-of-scale officers, however, do enjoy increased pay from COLAs, as well as increases to specialty pay, differentials, and other increases in compensation.

The Union’s proposal increases the current longevity bonus of \$1,000 by 150 percent; the City’s proposal represents a more modest but still substantial increase of 20 percent over the current \$1,000 bonus. The Union’s proposal carries an additional \$137,800 in costs above the City’s LBFO for FY 2027, with the costs increasing over time as more officers reach the top of the relevant pay scales. In addition to the 20 percent increase in the bonus, bargaining unit employees at the top of the pay scale would benefit from the other pay enhancements agreed to by the Parties and/or negotiated here; of note, the COLA will have the greatest impact on these top-of-scale employees, relative to others on the same pay scale, because their salaries are the highest for their rank. The Union did not cite to similar longevity bonus provisions in collective bargaining agreements for the identified comparator jurisdictions, and there was no persuasive showing that the larger bonus proposed by the Union would serve the interests and welfare of the public, particularly given the already high compensation, further enhanced by the recommended COLAs, received by those employees eligible for a longevity bonus.

For all of these reasons, and after giving full consideration and according appropriate weight to all of the factors required by Section 2-5-80(a)(7) of the Collective Bargaining Ordinance, I find that the City’s LBFO for this Article should be adopted.

Article 23 (Leave)

Article 23 of the Predecessor CBA provided that the City was to

conduct a study to calculate the cost and feasibility of the PBA’s sick leave buy back program in which employees who have completed 20 or more years of service and who voluntarily separate in good standing from City service shall be paid 75% of their sick leave balance at the current rate of pay at separation. This payment would be considered as payment in full. Alternatively, an employee in good standing may in his/her discretion elect to have up to one (1) year of sick leave be credited as service for retirement purposes. This study shall be completed by January 31, 2022. At which point the Parties will meet in good faith to attempt to implement a proposal.

Until superseded by a negotiated replacement provision at the close of the Leave study, employees who have completed twenty or more years of service and who voluntarily separate from the City shall be paid, at minimum, 25% of their sick leave balance at the current rate of pay at separation.

The record reflects that the “January 31, 2022” date in Article 23 was intended to be “January 31, 2023,” but the City did not complete a study on enhanced sick leave buyback until January 31, 2024. That study indicated that it consisted of a snapshot of estimated costs for the 36 employees who, as of January 25, 2024, would meet the eligibility criteria of 20 years of service and status as an employee in good standing. The study estimated that, if those 36 employees were to separate from service, the value of their collective sick leave balance (i.e., the cost to the City), if paid out at various percentages, would be the following:

- at a 100 percent rate: \$1,616,847.79;
- at a 75 percent rate: \$1,212,635.84;
- at a 50 percent rate: \$808,423.90; and
- at the existing 25 percent: \$404,211.95.

The January 31, 2023 report noted, with respect to the Union’s sick leave service credit proposal, that

[t]his statement requests that the employee be able to elect up to 1 year of sick leave credited as service for retirement purposes. The Police Officers’ Pension Plan would need to be amended to allow the purchase of service with a sick leave payout at retirement. The calculation of how much of the service would cost would be calculated based on the Plan’s definition of actuarial equivalence.

The record does not indicate that the City has otherwise completed any study on the utilization of sick leave as credited service for retirement purposes.

The record also does not reflect any grievance filed by the Union regarding the City’s failure to comply with the relevant terms of Article 23 concerning a study of potential adjustments to the sick leave buyback program, including the failure of the City to conduct a study of an option pursuant to which an employee in good standing may in his/her discretion elect to have up to one (1) year of sick leave be credited as service for retirement purposes.

The City’s LBFO proposes to maintain the Predecessor CBA’s language providing for sick leave to be paid out at separation for eligible employees at a rate of 25 percent.

The Union’s LBFO proposes to permit eligible employees to elect to have up to one year of sick leave to be credited as service for retirement purposes at a 100 percent conversion rate, with any of an eligible employee’s remaining sick leave paid out at a rate of 25 percent at separation. The Union’s LBFO also proposes to permit the employee to apply other forms of

accrued leave, inclusive of compensatory time and annual leave, as service credit for retirement purposes, up to an overall maximum of one year (inclusive of any service credit from sick leave).

Sgt. Thomas Ground, a 22-year veteran of the City’s Police Department and a member of the Union’s bargaining committee, testified that the receipt of service credit for unused accrued sick leave would be viewed by bargaining unit employees as a reward for choosing not to take such leave during their careers. Sgt. Ground testified that, to the best of his knowledge, Arlington County provides its bargaining unit officers with the opportunity to utilize up to one year of accrued sick leave as service credit, with occasional opportunities for officers to receive up to two years of accrued sick leave as service credit. He noted that Fairfax County offers its officers the opportunity to utilize up to one year of accrued sick leave as service credit, while Montgomery and Prince George’s Counties each permit officers to apply up to two years of accrued sick leave as service credit. Sgt. Ground stated that the opportunity to utilize accrued sick leave as service credit would make the City more competitive in recruiting and retaining officers. Sgt. Ground noted that the Department’s current understaffing increased the need for officers to use their sick leave for mental health days or otherwise as a result of burnout, because officers are not being authorized to take annual leave other than for pre-approved vacation.

Sgt. Ground acknowledged that, despite reviewing the relevant documentation for the various retirement systems for the comparator jurisdictions regarding the conversion of accrued sick leave to service credit, he was not fully familiar with whether those jurisdictions permitted accrued annual leave or compensatory time to be converted to service credit, as the Union’s LBFO here proposed. He further acknowledged that he was not aware of the implications for the City’s Firefighters and Police Officers Pension Plan (the “Fire and Police Pension Plan”) of the Union’s sick leave service credit proposal.

The Fire and Police Pension Plan provides retirement benefits for Police and Fire employees of the City, and was created by the City Council.

The Union presented an analysis of the estimated costs of a benefit whereby bargaining unit employees would be entitled to have sick leave paid out at retirement after 25 years of service to officers in good standing at a rate of 100 percent, as well as purported savings to the City from the implementation of a 100 percent sick leave buyback benefit. The City disputed the accuracy of the cost savings claimed by the Union in that analysis. Because, however, neither of

the Parties have proposed this in their LBFOs, it is unnecessary to address this analysis further at this time.

Contentions of the Parties

The Union contends that the City’s failure to complete the required study of the feasibility of a sick leave service credit option should not preclude the adoption of its LBFO here. With the exception of Prince William County, the other identified comparator jurisdictions offer a similar benefit to their police bargaining units, and the Union asserts that the City should offer such an option, too. The Union notes that the addition of a sick leave service credit benefit will encourage employees to refrain from using their sick leave, alleviating some of the staffing issues experienced by the Department and reducing overtime costs for the City. For all of these reasons, the Union urges the Factfinder to adopt the Union’s LBFO and reject the City’s LBFO.

The City contends that the Union’s LBFO involves substantial costs to the Fire and Police Pension Plan that have not been fully considered. The City asserts that a sick leave service credit benefit is complex, and that the Union’s LBFO does not fully address those complexities. The City maintains that, given the cost and the impact of the Union’s LBFO on the Fire and Police Pension Plan, the City’s LBFO should be adopted. For all of these reasons, the City urges the Factfinder to adopt the City’s LBFO and reject the Union’s LBFO.

Discussion and Analysis

After careful consideration of the entire record and the Parties’ respective arguments, and in considering and weighing all of the factors set forth at Section 2-5-80(a)(7) of the Collective Bargaining Ordinance, I recommend that the City’s LBFO be adopted to maintain the status quo, but that the Parties include in their CBA a requirement to conduct a study of the cost and feasibility of a benefit under the Fire and Police Pension Plan permitting an employee in good standing to elect to have up to one (1) year of sick, annual, or compensatory leave be credited as service for retirement purposes; that the study be completed by no later than June 30, 2027; and that, in the event that the City fails to timely complete the study, the Union may grieve such failure on or after July 1, 2027.

Although the Union appears to have contemplated a proposal for an enhanced sick leave buyback – i.e., wherein the City pays an eligible employee for the cash value of their accrued sick leave at a 100 percent rate – that is not the proposal contained in the Union’s LBFO. Instead, the Union has proposed that eligible employees be permitted, in their discretion, to

“elect to have up to one (1) year of sick leave be credited as service for retirement purposes (100% conversion rate), instead of being paid out at 25% for that amount,” and to be able to apply other forms of accrued leave toward the one year credited for retirement purposes. This distinction is significant for several reasons. First, it places the cost burden of this proposal on the Fire and Police Pension Plan, rather than on the City. This raises a number of complications – among other things, as to affordability generally, the impact of the proposal on the health of the Fire and Police Pension Plan and its funding status, and the implications for Fire employees who would be affected by this proposal, if adopted. In the Predecessor CBA, the Parties agreed that:

The City will conduct a study to calculate the cost and feasibility of the PBA’s sick leave buy back program in which employees who have completed 20 or more years of service and who voluntarily separate in good standing from City service shall be paid 75% of their sick leave balance at the current rate of pay at separation. This payment would be considered as payment in full. Alternatively, an employee in good standing may in his/her discretion elect to have up to one (1) year of sick leave be credited as service for retirement purposes. This study shall be completed by January 31, 2022. At which point the Parties will meet in good faith to attempt to implement a proposal.

(Spelling as in original.) Although the City did provide cost estimates for a sick leave buyback, it did not do so for a sick leave service credit benefit. There was no evidence that the Union grieved or otherwise challenged the City’s failure to comply with this term of the Predecessor CBA. It is also noted that there was no expectation that the Parties consider the implications of crediting annual leave and/or compensatory time as service credit, which the Union has proposed in its LBFO here. Nor, as noted above, has the Union attempted to provide its own costing for the service credit proposal; it has only done so for a buyback scenario that it ultimately did not propose in its LBFO.

A number of the cited comparator jurisdictions do permit employees to augment their service credit, for retirement purposes, with unused sick leave. The mere fact that a benefit is available in one or more comparator jurisdictions is not sufficient, standing alone, to justify a recommendation that such benefit is appropriate here. The evidentiary record here is insufficient to permit a reasoned assessment of cost and other impacts to the City and/or the Fire and Police Pension Plan from the Union’s LBFO. I note that the record here reflects some failures by the City to timely complete certain studies of issues as contemplated in the Predecessor CBA, such that I am persuaded that the City should again be provided with a clear deadline and that the Union should be provided with a clear mechanism to enforce that deadline with ample time for

the study to be conducted and completed, even in the event of delay, before the Parties begin negotiations for their next term collective bargaining agreement.

For all of these reasons, and after giving full consideration and according appropriate weight to all of the factors required by Section 2-5-80(a)(7) of the Collective Bargaining Ordinance, I find that the Parties should adopt the City’s LBFO for this Article, with the additional requirement that the Parties study this issue in greater depth and make findings by no later than June 30, 2027, so that the Parties are equipped to fully address this issue in the future should they choose to do so; and that, to the extent that the City is unable to timely participate in or complete such study, the Union be permitted to grieve and seek relief through the contractual dispute resolution procedure in the event of such failure as of July 1, 2027.

Article 31 (Officer Health and Longevity)

The City’s LBFO maintains, with minor changes not disputed by the Parties, the Predecessor CBA’s language requiring the City to “provide employees access to mental health and wellness services at the City’s cost through an employee assistance program.”

The Union’s LBFO proposes that the City establish a wellness and performance program for bargaining unit employees through a third-party vendor. The Union’s LBFO specifies that the vendor

must be a reputable organization specializing in optimizing law enforcement officers’ operational efficiency and career longevity and overall wellness and readiness for duty through a holistic approach to physical and mental health. The request for proposal (RFP) by the City for such third-party vendor shall include the requirement for the vendor to provide (1) an integrated comprehensive program addressing the fundamental pillars of human performance (nutrition, sleep, injury risk reduction, physical conditioning, mental performance, and behavioral health) and (2) an embedded onsite specialist (e.g., a specialist embedded within the Department to implement and monitor the administration of the wellness program based on the Department’s needs) proficient in the needs of law-enforcement officers or those in law-enforcement adjacent fields. Notwithstanding the foregoing, the City is not required to accept an RFP for a program (or any part thereof) that proposes to cost the City more than \$300,000 annually.

Police Officer Robert Schaetzl testified that he had been employed by the Department for almost nine years; he noted that he also served as the Union’s Vice President. Officer Schaetzl testified that, based upon his discussions with bargaining unit employees, it was his impression that morale among bargaining unit employees was at its lowest in his time with the Department. He noted that morale seemed to be even lower now than it had been in 2020 during the COVID-19 pandemic and the height of the “defund the police” movement. Officer Schaetzl indicated

that the most prominent sources of discontent related to schedule, pay, and concerns about the mental and physical wellness of bargaining unit officers.

Officer Schaetzl noted a persistent stigma around open discussion of mental health issues in law enforcement because of the likelihood that, upon expressing a need for help with or support for mental health issues, an officer may be placed on light duty and required to – at least temporarily – turn in their badge and gun. Such light duty assignments typically also result in the loss of shift differentials, overtime, and other enhanced earning opportunities during the period of such assignments.

President Minnix testified that, currently, approximately 27 bargaining unit employees were on light or administrative duty of one kind or another.

Officer Schaetzl noted that bargaining unit officers had also expressed concern about the physical standards to which officers in the Department are held, including a concern that not all officers are sufficiently physically fit to effectively provide backup and other support to each other. Officer Schaetzl also indicated that the stress from these issues could affect the quality of the service provided by bargaining unit employees to the public, in addition to affecting the ability of officers to timely, accurately, and completely make their required reports.

Officer Schaetzl acknowledged that the City currently offers various wellness benefits to bargaining unit employees, including support from mental health clinicians. He stated, however, that at least some of the clinicians accessible to bargaining unit employees through the City’s health insurance benefits and other wellness offerings were not equipped to properly address at least some of the traumas routinely experienced by law enforcement officers in the course of their duties. He gave the specific example of a Detective assigned to the Department’s special victims unit who had found the available clinicians inadequate to help her deal with the traumas that she experienced in the regular course of her duties.

Officer Schaetzl acknowledged that the City does provide smartphone apps to promote employee wellness, including apps that provide monetary incentives for meeting certain health-related goals.

Officer Schaetzl also expressed frustration with his experiences with the workers’ compensation system following his own on-the-job injury, and expressed further frustrations with his experiences with the rehabilitation process that he experienced using the City’s current offerings.

Officer Schaetzl testified in support of the Union’s proposal for a law enforcement-focused wellness vendor with an on-site specialist to address the needs of bargaining unit officers. He asserted that access to an on-site specialist would encourage officer engagement in the wellness offerings and allow officers to take a proactive, rather than reactive, approach to their wellness. He indicated that these improvements would also enhance the Department’s ability to serve the public. Officer Schaetzl noted that the Department had previously attempted to provide these services in-house within its tactical training unit, but that the Department had experienced difficulty in retaining those specialized employees in those roles.

Officer Schaetzl testified extensively regarding the offerings of a vendor referred to as “O2X Human Performance” (“O2X”), which advertises itself as focused on “tactical athletes” – specifically, public safety and military professionals. He noted that O2X, like other vendors of the type, utilizes sleep specialists, nutritionists, psychiatrists, and other professionals, although he envisioned that, if the Union’s LBFO for this Article were adopted, the Department would select a single on-site specialist based on its priorities, with bargaining unit employees retaining access to other relevant specialists through the vendor’s app. He noted that O2X and other similar vendors pride themselves on cultural competence relative to public safety employees and the unique physical and mental demands placed on those employees.

The record reflects that various other public safety departments in the D.C. metropolitan area have used O2X’s offerings, including offering workshops and/or utilizing O2X’s on-site specialists. These jurisdictions include Arlington County’s Police and Fire Departments, the District of Columbia’s Fire and Emergency Medical Services Department, and other departments in Montgomery County, Maryland; Loudoun County, Virginia; Frederick County, Maryland; and Baltimore County, Maryland.

Eamonn Burke, Executive Vice President of Sales at O2X, and Connor Freeland, Assistant Vice President of Municipal Sales at O2X, each testified at length regarding O2X’s offerings. Mr. Freeland noted that he had also served as a full-time embedded human performance specialist and program manager for O2X’s work with the District of Columbia’s Fire and Emergency Medical Services Department.

Ms. Williamson described a number of the City’s current and contemplated benefit offerings that address employee wellness. These include health insurance, dental insurance, vision insurance, life insurance, prescription coverage, death and disability benefits, and an

occupational health function that addresses fitness-for-duty issues and provides substance abuse programming. She testified that the City maintains a comprehensive wellness program that includes wellness engagement programming, employee recognition programs, and leave management and disability accommodation functions.

Ms. Williamson noted that the City, as an employer, was named the 74th healthiest workplace in the country and the healthiest workplace in the Commonwealth of Virginia for public employers of the City’s size (that is, in the category of public employers between 500 to 3,000 employees). She asserted that the Union’s wellness proposal was expensive and would be available to only a small proportion of the City’s overall employee population. Ms. Williamson testified that the City’s overall wellness program for its entire employee population cost approximately the same as the Union’s wellness proposal would cost for just the Police Bargaining Unit. She noted that the parameters of the Union’s wellness proposal would have a vendor provide many of the same services and offerings that the City’s current wellness offerings already provide to all employees, including to those in the Police Bargaining Unit.

Ms. Williamson testified that the City employs a wellness coordinator whose dedicated function is to address the needs of the City’s workforce across all measures of wellness, including physical wellness. She noted that the wellness coordinator provides access to experts based on the needs of City employees – for instance, on issues of substance abuse or nutrition.

Ms. Williamson stated that approximately 60 percent of the members of the City’s Police Department are enrolled in a wellness offering provided by the City, which she characterized as a very high participation rate. She noted that the City’s wellness programs include monetary incentives to reward healthy behaviors by employees as well as significant discounts on gym memberships and classes. She testified that the City also provides employees with access to apps like Calm and Headspace, as well as to an employee assistance program that provides six free counseling sessions. Ms. Williamson also noted that the City provides all employees with access to Noom, which she characterized as the industry-leading weight management app, and which also addresses matters related to sleep hygiene and stress management.

Ms. Williamson testified that the City is engaged in an ongoing effort to enhance the mental health services offered to public safety employees, including through a build-out of peer support networks for the Police Bargaining Unit and other public safety employees. She stated that the City had recently worked on a contract worth approximately \$100,000 to support those

efforts. Ms. Williamson stated that she anticipated that these peer support enhancements would be in place before the start of FY 2027.

Ms. Williamson stated that, in an effort to promote employee mental health and in response to feedback that its health insurance plans included few in-network mental health providers, the City had covered the cost, through one of its health insurance providers, to permit City employees to access out-of-network mental health providers while paying only in-network copays, at a cost of over \$100,000 per year to the City.

President Minnix testified that he had not been aware, prior to Ms. Williamson’s testimony during factfinding, of some of the wellness offerings provided by the City or of those in development by the City. He acknowledged that it was possible that the Union had not sent a representative to attend a “health retreat” held by the City for its employee unions in fall 2024 regarding wellness and other benefit offerings.

Contentions of the Parties

The Union contends that issues of officer wellness contribute to the low morale discussed above, resulting in burnout and slower response times even as bargaining unit officers are asked to take on more duties despite reduced staffing levels. The Union asserts that the City must do more to support officer wellness, including members’ health, and that an in-person specialist would make an appreciable difference in overall wellness for bargaining unit employees, particularly given the unique stress experienced by law enforcement officers in the course of their regular duties. The Union strongly believes that an outside vendor attuned to the unique issues experienced by law enforcement officers would help support these efforts. For all of these reasons, the Union urges the Factfinder to adopt the Union’s LBFO and reject the City’s LBFO.

The City contends that the Union’s LBFO would provide for an expensive benefit accruing only to the Police Bargaining Unit which would duplicate many of the resources already provided by the City to its employees, at additional cost. The City asserts that the Union appears to want O2X to be the vendor under its LBFO; the fact remains, however, that the City would have to conduct a rigorous procurement process to choose a vendor, which might well not be O2X. While the City cares deeply about the well-being of its law enforcement officers, the Union’s LBFO is not the proper means for addressing the wellness concerns of the Police Bargaining Unit. The City notes that it is already committing tens of thousands of dollars to a peer support program for its public safety employees, including the bargaining unit employees

represented by the Union. The City further notes that the Union appeared to be less than fully aware of many of the City’s wellness offerings, suggesting that the Union’s claim that more wellness offerings are needed may be inaccurate or, at best, premature. For all of these reasons, the City urges the Factfinder to adopt the City’s LBFO and reject the Union’s LBFO.

Discussion and Analysis

After careful consideration of the entire record and the Parties’ respective arguments, and in considering and weighing all of the factors set forth at Section 2-5-80(a)(7) of the Collective Bargaining Ordinance, I recommend that the City’s LBFO for this Article be adopted, with an additional requirement that the Parties establish a wellness workgroup, to meet no less than quarterly, and to work to identify wellness needs specific to this bargaining unit, as well as to identify resources currently available from the City and resources that could be added or enhanced in order to support officer wellness.

The evidentiary record leaves no doubt as to the importance to this bargaining unit of enhancing the physical and mental wellness and well-being of bargaining unit employees. The work of a police officer is difficult, dangerous, and stressful. The duties performed by the employees in this bargaining unit take a physical, mental, and emotional toll; as the record reflects, approximately 27 bargaining unit employees are currently on light or administrative duty, which itself adds to the pressure on other officers already challenged by the Department’s current staffing levels and service demands.

The record also reflects that the City has made significant efforts to promote employee wellness, including for this bargaining unit, through a dedicated wellness program manager for city employees; apps; financial incentives for wellness-promoting behaviors; subsidization of mental health services; and an upcoming peer support initiative for public safety employees. The record evidence indicates less than perfect communication, to date, between the City and the Union regarding the resources currently available to bargaining unit employees and those that may be planned.

While the Union’s LBFO for this Article presents a possible solution for enhancing officer wellness, it is an expensive solution that duplicates many of the resources already provided by the City and which would be available – despite the substantial expense – to only a small subset of the City’s workforce. Although the record suggests that certain comparator jurisdictions have contracted with the Union’s vendor of choice for public-safety-focused

wellness services, the record does not indicate whether those jurisdictions provide wellness offerings to their entire employee population comparable to those already provided by the City.

In sum, on this record, I am unpersuaded that the particular wellness and performance program sought by the Union is warranted here. I am persuaded, however, of the importance to both the City and the Union of supporting the wellness of the employees of the City’s Police Bargaining Unit, and I am further persuaded that greater focus on matching the needs of bargaining unit employees to the City’s wellness offerings and identifying appropriate enhancements would support this mutual interest.

For all of these reasons, and after giving full consideration and according appropriate weight to all of the factors required by Section 2-5-80(a)(7) of the Collective Bargaining Ordinance, I find that the City’s LBFO for this Article should be adopted, with an additional requirement that the Parties establish a wellness workgroup, to meet at least quarterly, with a charge to identify wellness needs specific to this bargaining unit, and to identify resources currently available from the City or in the process of implementation as well as resources that could be added or enhanced in order to support officer wellness, either on a City-wide basis or specifically for the Police Bargaining Unit.

Article 38 (Retirement)

Article 38, Section A of the Predecessor CBA required the City to conduct a study regarding a cost-neutral 20-year retirement option with an immediate payout and no minimum age requirement as an incentive to draw new officers to Alexandria and retain officers who have faithfully served the City. The study shall be completed by August 1, 2023. If the City and PBA agree on a workable early retirement option, the City will implement the option by July 1, 2024, unless the parties agree to another date.

Article 38, Section B(2) of the Predecessor CBA required the City to conduct a study, including a review of the non-pension post-employment benefits (OPEB) funds and the actuarial costs of an increased stipend, to consider what increase, if any, can be made to the health care stipend to retired members of the bargaining unit. The City shall report back to the PBA by July 1, 2023. If possible, and as agreed to by the PBA and the City, the City will implement an appropriate increase at that time. The study shall also consider whether the stipend can or should be tied to a metric such as a percentage of the cost of health insurance plans offered by the City or a cost of living adjustment.

As referenced above, the Fire and Police Pension Plan provides retirement benefits for Police and Fire employees of the City, and was created by the City Council. It was undisputed that, currently, under the Fire and Police Pension Plan, members of the Police Bargaining Unit may retire and receive their full retirement benefit after 25 years of service. It was also

undisputed that City employees who do not participate in the Fire and Police Pension Plan must meet a longer years-of-service requirement, as well as additional age requirements, in order to receive their own full retirement benefit under the relevant pension plan applicable to those employees.

The record reflects a letter, dated July 31, 2023, from Stephen T. McElhaney, FSA, EA, MAAA, FCA, Principal Consulting Actuary for Cheiron, the actuary for the Fire and Police Pension Plan, to Kadira Coley, the City’s Retirement Administrator, regarding “Fire and Police Plan Benefits.” The letter states in relevant part that:

The purpose of this letter is to present an option for a cost-neutral 20 and out provision for the Fire and Police Pension Plan.

To make an early retirement benefit cost-neutral, an actuarial equivalent reduction factor should apply from the earliest unreduced retirement date, currently age 55 with 5 years of credited service. Participants with 25 years of service are not reduced. The reduction factors would apply for participants who would complete at least 20 years but less than 25 years. The most recent valuation assumptions would be the basis for these factors using the following assumptions:

Discount rate:	6.75%
Mortality:	SOA RP-2014 Blue Collar Mortality Table, adjusted to 2006, projected to 2026 with scale MP-2017, and blended assuming 80% males and 20% females.
COLA:	2.50% until 200% of the benefit is reached

Factors developed on this basis are included as an attachment to this letter.

By basing these factors on the Plan’s valuation discount rate, mortality and COLA assumptions, the factors would be expected to be cost neutral. The mortality assumption is blended male-female based on the gender statistics of the population. Limitations of this approach are as follows:

- These factors would need to be updated whenever the discount rate or mortality assumption is changed.
- Due to the generational mortality improvement scales, the mortality rates would be projected to the middle of the anticipated experience study period. For example, if experience studies are expected to be done every 5 years, mortality would be projected to year 3 of the period. For our illustrative factors we have assumed the change would take place in 2023, and therefore the mortality projection would be to 2026.
- Factors are made unisex by blending the male and female rates together based on the current gender split of the population. If this gender split changes significantly, updates to the factors would need to be made.
- While these factors could be considered “cost-neutral” on a full Plan basis, actual experience will result in a gain or loss based on the number of members who take these benefits and their individual ages and genders.
- Early retirement rates would need to be assessed to allow for the possibility of greater number of retirements at earlier ages.
- Ongoing costs to the City will be affected by the demographics of the new hires who replace the early retirees, both in the Basic and Disability Plans.

Other Considerations

While these factors could be considered “cost-neutral” for the Fire and Police Pension Plan, there could be other costs involved with increased early retirement. For example, the cost of the Other Postemployment Benefits (OPEB) Plan could increase. Current provisions state that OPEB coverage is available when an eligible member retires. For Fire and Police, this is currently age 50 with 20 years of service, age 55 with 5 years of service, or 25 years of service at any age. A member with only 20 years of service at retirement is not usually eligible for the full amount of the explicit subsidy (currently \$260), but this plan change would allow for members under age 50 with 20 years of service to retire and elect coverage. Therefore, this explicit subsidy amount and any corresponding implicit subsidy due to actual plan election would be paid over a longer period of time, increasing the cost to the OPEB plan. Using assumptions from the December 31, 2021 OPEB valuation, we assume this increase in liability to be approximately \$50,000. This amount would be different if more retirees elect earlier retirement as well as continued medical coverage. .

Both Parties’ LBFOs eliminate the Predecessor CBA’s provision regarding the study of an increased healthcare stipend, and neither proposes a change to the monthly healthcare stipend, which is continued from Article 38, Section B(1) of the Predecessor CBA at Section A(1) of the Parties’ respective LBFOs for Article 38, other than the change in the Union’s LBFO addressing treatment of the stipend in connection with an early retirement benefit.

The City’s LBFO proposes the elimination of the language addressing the study of a cost-neutral 20-year retirement option. The City’s LBFO further proposes to continue to provide bargaining unit employees with the option to participate in the relevant retirement plans, subject to employee eligibility and the eligibility standards as of the effective date of the New CBA. The City’s LBFO also indicates that, if a proposed change to plan provisions and benefits were to be initiated by the Alexandria Firefighter and Police Officers’ Pension Board, the Union would retain the right to bargain over any proposed change to the pension benefits provided under the Fire and Police Pension Plan.

The Union’s LBFO for Article 38 is substantially similar to the City’s LBFO, with one significant exception. The Union’s LBFO proposes that the cost-neutral 20-year retirement option identified by Cheiron in its study be added to the Fire and Police Pension Plan through an amendment to the Plan. The Union’s LBFO further proposes that the amendment would not make a Plan participant eligible for the retiree health care stipend at an earlier date than the date on which the participant would have been eligible to receive the stipend prior to the proposed Plan amendment.

Ryan Klein, a Detective in the Department, testified that he also serves as a Trustee on the City’s Firefighter and Police Officers’ Pension Board. He explained that, as a Trustee, he serves as a fiduciary to maintain the Fire and Police Pension Plan’s investment opportunities and

its solvency. He noted that he had been elected by the employees of the Police Department to serve as Trustee.

Det. Klein explained that the Fire and Police Pension Plan is a defined benefit pension plan which provides eligible employees, including the Department’s employees, with a retirement benefit defined by a formula spelled out in the Plan document. Det. Klein stated that currently under the Fire and Police Pension Plan, full retirement benefits are accrued upon reaching twenty-five years of service.

Det. Klein referenced the study that had been conducted pursuant to the Predecessor CBA to determine the feasibility of a cost-neutral basis to provide an early retirement benefit under the Fire and Police Pension Plan. He noted that he had not personally been involved in that study process, although he had received a copy of the study report once it had been issued.

Det. Klein asserted that the availability of an early retirement benefit could help the City improve the recruitment and retention of employees in the Police Bargaining Unit. He noted that the Union’s LBFO attempted to eliminate the referenced increase in OPEB costs by maintaining the pre-amendment date on which a participant would have been eligible for OPEB benefits, notwithstanding the proposed availability of the cost-neutral early-retirement option under the Fire and Police Pension Plan.

Det. Klein recounted that he had participated in one joint session between the City, the Union, and IAFF Local 2141 (the Exclusive Bargaining Agent for the City’s Fire Bargaining Unit) regarding retirement proposals made by the Union and by IAFF Local 2141 in their respective term negotiations with the City.

Ms. Coley testified that she had served as the City’s Retirement Administrator and as head of the Pension Division of the City’s Finance Department for 11 years, with a total of more than 25 years of work experience in the area of retirement benefits. Ms. Coley acknowledged that the potential cost-neutral 20-and-out retirement option for the Fire and Police Pension Plan was, in fact, cost-neutral to the Pension Plan itself. Ms. Coley noted that the proposed enhanced early retirement benefit would be available only to covered employees in the City’s Police and Fire Departments, and not to any other City employees.

Ms. Coley stated, however, that the plan actuary had indicated the likelihood of an increase in the City’s other post-employment benefits (“OPEB”) plan liability of approximately \$50,000 because, as currently structured, participants in the Fire and Police Pension Plan who

chose the 20-year early retirement benefit would become eligible for the monthly healthcare stipend (also referred to as the “retiree health insurance subsidy”) earlier than they would if they were to retire with 25 years of service; as a result, those participants taking early retirement would receive that subsidy for a longer period of time, producing additional costs to the OPEB plan. She noted that these costs would not be limited in their impact to the Police Bargaining Unit, but would affect all City employees who participated in the OPEB plan. Ms. Coley explained that, even with the proposed language of the Union’s LBFO limiting eligibility for the retirement stipend, the Union’s proposal would still be onerous to administer because the City, in administering the new early-retirement option, would have to create a different class of employee in its internal systems. She stated that these administrative changes would require a considerable investment of time and resources to implement.

Ms. Coley noted that the City had been making certain additional contributions to the Fire and Police Pension Plan since 2010 – referred to as “UAL payments” – in order to address certain unfunded liabilities in the Plan. The record reflects projections indicating that, based on the available and current funding assumptions, the funding issues to be addressed through the UAL payments would be completed within 3.1 years. Ms. Coley noted further, however, that those assumptions could change based on market performance or other factors and could, therefore, fluctuate higher or lower. It was undisputed that the City currently makes millions of dollars in such UAL payments each year to the Fire and Police Pension Plan on an annual basis, and that such payments would no longer be necessary once the UAL commitment had been satisfied.

Contentions of the Parties

The Union asserts that, consistent with the Predecessor CBA, the Parties identified an option for providing an early retirement benefit that would be cost-neutral to the Fire and Police Pension Plan. The Union contends that it refined its proposal to ensure that even the additional OPEB costs would not negatively affect the City. The Union maintains that the administrative challenges – raised by the City at the last minute – provide no basis for denying this bargaining unit a benefit that comes at no cost to the City. Furthermore, the Union notes that the funding level of the Fire and Police Pension Plan is improving, and the City will be relieved of the obligation to make UAL payments within the next several years, freeing substantial resources to address any implementation costs associated with the Union’s pension proposals. As to any

procedural objections raised by the City with respect to this proposal, the Union notes that, although the Parties’ ground rules for bargaining contemplated the possibility of joint bargaining if agreed to by the Union, the City, and IAFF Local 2141, there was no requirement for joint bargaining. The Union asserts that it did nothing improper by choosing to withdraw from joint bargaining and to present a different pension proposal than that made by IAFF Local 2141. For all of these reasons, the Union urges the Factfinder to adopt the Union’s LBFO and reject the City’s LBFO.

The City asserted, at the start of the factfinding proceedings, that the Union had been bargaining jointly with IAFF Local 2141 over changes to the Fire and Police Pension Plan until the Union’s submission of its LBFO. The City asserted that the Fire and Police Pension Plan’s benefit structure, eligibility criteria, and other provisions are uniform between eligible employees in the two bargaining units and cannot lawfully be bifurcated between those employee groups. The City challenged the propriety of the Union’s decision, at the very end of negotiations, to cease to bargain jointly and to seek to obtain in bargaining with the City a change to the Fire and Police Pension Plan that differed from that sought by the Fire Bargaining Unit.

The City further contends that, although the early retirement proposal is cost-neutral to the Fire and Police Pension Plan, it would result in additional costs related to OPEB benefits. Even if one were to accept that the Union’s proposal eliminates those OPEB costs and is otherwise cost-neutral to the Fire and Police Pension Plan, the City maintains that the Union’s proposal would involve a substantial administrative burden on the City that is not warranted. For all of these reasons, the City urges the Factfinder to adopt the City’s LBFO and reject the Union’s LBFO.

Discussion and Analysis

After careful consideration of the entire record and the Parties’ respective arguments, and in considering and weighing all of the factors set forth at Section 2-5-80(a)(7) of the Collective Bargaining Ordinance, I recommend that the Union’s LBFO be adopted, but that the new early-retirement option not be made effective until July 1, 2027 (the beginning of FY 2028).

The Parties agreed, in the Predecessor CBA, that they would explore a cost-neutral option for early retirement for the Police Bargaining Unit. The mere fact that the Parties agree to study or consider a new benefit does not obligate the Parties to eventually agree that such benefit will be provided to the bargaining unit. The example of the Parties’ sick leave buyback is instructive;

in that case, the Parties determined that the cost of a 100-percent sick leave buyback benefit would exceed \$1 million; as discussed above, the Parties did not agree on the addition of that benefit, and the Union ultimately did not propose a sick leave buyback (although it did propose a sick leave service credit) in its LBFO.

Although a change to the Fire and Police Pension Plan would require action by the City Council, this term is contingent, pursuant to Section 2-5-79 of the Collective Bargaining Ordinance, on the Council’s approval. There is no showing, therefore, of any issue with respect to the City’s lawful authority to take this action. A number of cited comparator jurisdictions, including Fairfax County, Prince George’s County, and Montgomery County provide for receipt of pension benefits upon reaching 20 years of service. To the extent that the availability of this benefit serves to recruit and retain qualified candidates for service with the Police Department, the interests and welfare of the public are served, particularly given the limited cost to the City.

The City does not dispute that the option proposed by the Union – which reflects the cost-neutral option recommended by the Fire and Police Pension Plan’s actuary – is expected to actually be cost-neutral with respect to the Pension Plan. Nor did the City persuasively refute the Union’s assertion that the Union’s treatment of the OPEB healthcare stipend – which prevents a participant electing early retirement from receiving the stipend any earlier than they would have if they had retired with 25 years of service – would prevent the OPEB plan from incurring the additional \$50,000 in costs estimated by Cheiron.

The City’s concerns regarding complications in the implementation of this benefit are understandable, although those concerns do not appear to have been raised prior to these factfinding proceedings. Nor do they militate against offering the benefit at all. The City did not provide specifics regarding the time or expense necessary to implement the early-retirement benefit. In the absence of such specific information, I conclude that the City’s concerns are appropriately addressed by delaying the implementation of the 20-year retirement benefit to the start of FY 2028, so as to permit the City time to make the necessary administrative arrangements for the benefit to be offered to eligible employees.

With respect to the procedural objection, although the Union and IAFF Local 2141 were engaged in joint bargaining with the City over pension proposals, I am unpersuaded that the Union was obligated to continue to engage in joint bargaining when making its LBFO or during

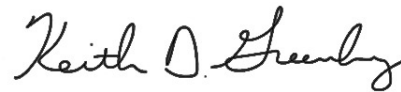
the factfinding proceeding. The fact that the Police Bargaining Unit is seeking a benefit that the Fire Bargaining Unit does not provide sufficient basis to reject the Union’s LBFO here.

For all of these reasons, and after giving full consideration and according appropriate weight to all of the factors required by Section 2-5-80(a)(7) of the Collective Bargaining Ordinance, I find that the Union’s LBFO for this Article should be adopted, with the new benefit to be made effective as of July 1, 2027.

CONCLUSION

Upon issuance of the Factfinder’s Report and Recommendations, the Collective Bargaining Ordinance requires the City and the Union to meet and attempt to negotiate an agreement based on the Factfinder’s recommendations for a period of 14 days, which may be extended by agreement. The Factfinder encourages the Parties in their efforts to engage in further negotiations in an effort to achieve a voluntary resolution to the impasse.

November 15, 2025

A handwritten signature in black ink, reading "Keith D. Greenberg". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Keith D. Greenberg, Esq.
Impartial Factfinder

Appendix A

City Counterproposal (10/01/2025) - LBFO

Column1 ▼	Column2 ▼	Column3 ▼	Column4 ▼	Column5 ▼	Column6 ▼	Column7 ▼	Column8 ▼	Column9 ▼	Column10 ▼	Column11 ▼	Column12 ▼	Column13 ▼	Column14 ▼	Column15 ▼	Column16 ▼
FY26 Pay Scale	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Police Officer	63,988.34	67,185.56	70,546.84	74,073.74	77,777.44	81,666.52	85,749.56	90,037.22	93,188.42	96,450.12	99,819.46	103,319.58	106,935.92	110,678.62	114,552.36
Police Sergeant	72,305.48	75,920.26	79,716.52	83,701.80	87,887.28	92,281.54	96,895.50	101,740.60	105,291.16	108,987.06	112,801.52	116,749.62	120,835.78	125,065.20	129,442.04
Police Lieutenant	89,774.36	94,264.04	98,976.54	103,924.60	109,122.78	114,578.88	120,307.98	126,323.34	130,744.64	135,320.64	140,057.06	144,958.84	150,032.48	155,283.70	160,719.00
FY27 Pay Scale															
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Police Officer	64,948.17	68,193.34	71,605.04	75,184.85	78,944.10	82,891.52	87,035.80	91,387.78	94,586.25	97,896.87	101,316.75	104,869.37	108,539.96	112,338.80	116,270.65
Police Sergeant	73,751.59	77,438.67	81,310.85	85,375.84	89,645.03	94,127.17	98,833.41	103,775.41	107,396.98	111,166.80	115,057.55	119,084.61	123,252.50	127,566.50	132,030.88
Police Lieutenant	91,120.98	95,678.00	100,461.19	105,483.47	110,759.62	116,297.56	122,112.60	128,218.19	132,705.81	137,350.45	142,157.92	147,133.22	152,282.97	157,612.96	163,129.79
FY28 Pay Scale															
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Police Officer	65,597.65	68,875.28	72,321.09	75,936.69	79,733.54	83,720.43	87,906.16	92,301.66	95,532.11	98,875.84	102,329.92	105,918.07	109,625.36	113,462.19	117,433.35
Police Sergeant	74,489.11	78,213.05	82,123.96	86,229.59	90,541.48	95,068.44	99,821.74	104,813.17	108,470.95	112,278.47	116,208.13	120,275.46	124,485.02	128,842.17	133,351.19
Police Lieutenant	92,032.19	96,634.78	101,465.80	106,538.30	111,867.22	117,460.54	123,333.73	129,500.37	134,032.87	138,723.95	143,579.50	148,604.55	153,805.80	159,189.09	164,761.08
FY29 Pay Scale															
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Police Officer	66,253.62	69,564.03	73,044.30	76,696.06	80,530.88	84,557.64	88,785.22	93,224.67	96,487.43	99,864.60	103,353.22	106,977.25	110,721.61	114,596.81	118,607.69
Police Sergeant	75,234.00	78,995.18	82,945.20	87,091.89	91,446.89	96,019.13	100,819.96	105,861.30	109,555.66	113,401.25	117,370.21	121,478.21	125,729.87	130,130.59	134,684.70
Police Lieutenant	92,952.51	97,601.13	102,480.46	107,603.69	112,985.89	118,635.14	124,567.06	130,795.38	135,373.20	140,111.19	145,015.29	150,090.60	155,343.85	160,780.98	166,408.69

SSPBA Initial Proposal (4/25/25) – v. 1
City Counterproposal (7/3/25) – v. 2
SSPBA Counterproposal (9/3/25) – v. 3
City Counterproposal (9/23/25) - v. 4
SSPBA Counterproposal (9/26/25) – v. 5
City Counterproposal (10/01/25) – v. 6
City Last Best and Final Offer (10/15/25) – v. 7

WAGE PROVISIONS

Article 10: Pay Parity

Section A:

Every three years, or more frequently as needed and agreed to by the City and the SSPBA, the Parties agree to participate in a retreat where they discuss the competitive posture of bargaining unit employees' wages. In preparation for the retreat, the City will conduct a market study of bargaining unit positions to determine the competitive posture of the Department. Once conducted the study shall be provided to the SSPBA in advance of the retreat. The retreat shall be scheduled to occur during the first quarter of ~~the~~ any fiscal year in which a retreat occurs, unless a different time period is agreed to by both parties.

Section B:

The Parties agree that employee pay is intended to be competitive, at a minimum, with the average pay midpoints of comparator organizations in the primary labor market (defined as the Counties of Arlington, VA, Fairfax, VA, Prince William, VA, Montgomery, MD, and Prince George's, MD) and should be consistent with the City's Compensation Philosophy as last issued December 2023. If the salary of any classification within the bargaining unit falls below the primary market averages identified above, the Union may submit a request to the Department of Human Resources for a compensation study to determine if the identified classification warrants reclassification. The SSPBA may submit data and documentation supporting the need for a study along with its request. The Department of Human Resources shall notify the Union within 90 days of a request whether the submitted request has been approved for study. The City Manager, in accordance with the City's compensation philosophy, may propose pay adjustments to align the classification with market conditions for implementation in the next fiscal year or sooner.

SSPBA Initial Proposal (4/25/25) – v. 1
City Counter Proposal (7/3/25) – v. 2
SSPBA Counterproposal (9/3/25) - v. 3
City Counterproposal (9/15/25) - v. 4
SSPBA Counterproposal (9/26/25) – v. 5
City Counterproposal (10/01/25) – v. 6
City Last Best and Final Offer (10/15/25) – v. 7

Article 12: Longevity Bonus

| In order to retain experienced and well-seasoned officers, the City shall provide a \$ \$1200 longevity bonus in July of each contract year to each active bargaining unit employee who is at Step 14 of the pay scale.

SSPBA Initial Proposal (4/25/25) – v. 1
City Counterproposal (6/30/25) – v. 2
[SSPBA Counterproposal 7/31/25 – v.3](#)
[City Counterproposal 9/15/25 – v. 4](#)
[SSPBA Counterproposal 9/15/25 – v. 5](#)
[City Counterproposal 10/01/25 – v. 6](#)

Article 23: Leave

Section A. Adoption of City Administrative Regulation 18 and Department Directive 4.2

This Agreement adopts the City’s current Administrative Regulation 6-18 and Department Directive 4.2, concerning leave subject to the following additional provisions.

Section B. Sick Leave Pay Out

An employee who has completed 20 or more years of service and who voluntarily separates in good standing from City service shall be paid 25% of their sick leave balance at the current rate of pay at separation.

Section C. Leave Pay Out Buy-Back Program:

~~An employee who has completed 20 or more years of service and who voluntarily separates in good standing from City service may, in his or her discretion, elect to have up to one (1) year of sick leave be credited as service for retirement purposes (100% conversion rate), instead of being paid out at 25% for that amount. If there is more sick leave on top of the amount applied for retirement purposes, that amount may still be paid out under section B.~~

~~At the employee’s discretion, employees may also apply other forms of accrued leave (to include accrued Comp Time or Annual Leave) toward the one year credited for retirement purposes.~~

Section D. Family and Medical Leave and Paid Parental Leave

The City will provide Family and Medical Leave consistent with the Family and Medical Leave Act (FMLA), as amended, and its Administrative Regulation, as amended.

The City’s Paid Parental Leave is determined on an individual basis (for example, in the case of two City employees in the same family).

Section E. Annual Leave

This CBA adopts the City and Department policies on Annual Leave except that a bargaining unit employee may carry over up to 400 hours of annual leave time from one year to the next. Throughout the year, an employee may accrue more than the 400 hour cap, however, any amount over 400 would be converted into sick leave at the beginning of the first pay period of the new calendar year.

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SSPBA Initial Proposal (04/30/25) – v. 1
City Counterproposal (6/30/25) – v. 2
SSPBA Counterproposal (7/28/25) – v. 3
City Counterproposal (9/15/25) – v. 4
SSPBA Counterproposal (9/16/25) – v. 5
City Counterproposal (9/23/25) – v. 6
SSPBA Counterproposal (9/26/25) – v. 7
City Counterproposal (10/01/25) – v. 8
SSPBA Counterproposal (10/15/25) – v. 9 (oral offer, rejected by City)
City LBFO (10/15/25) – rejecting RPF language

Article 31: Officer Health and Longevity

Section A. All members of the Bargaining Unit will be afforded the opportunity for physical training time during duty hours, at the Departmental or other City facilities, for one (1) hour during their shift upon request and with supervisor approval, subject to staffing needs and calls for service. The time it takes to change and be back in uniform and back into service will be included as part of the hour. Based on departmental need, work outs can be cancelled and employees called back into service.

The employee's supervisor can determine whether the work-out time is at the beginning, middle, or end based on staffing needs.

Employees will not be afforded this time for activities that do not involve or are not related to physical training/conditioning.

Section B. The City does not require an annual physical. However, the City will provide annual physicals to employees, at employee cost, if requested by the employee.

Section ~~CBC~~. The City shall provide employees access to mental health and wellness services at the City's cost through an employee assistance program. ~~The City shall also set up and establish a wellness program through a contractor such as O2X, in collaboration with the SSPBA. Such program shall include an integrated onsite specialist designed to increase employee health and decrease City health related costs (such as preventing injuries and assisting officers recovering from injuries). The City shall also set up and establish a wellness program through a contractor such as O2X, in collaboration with SSPBA. Such program shall include an integrated onsite specialist designed to increase employee health and decrease City health related costs (such as preventing injuries and assisting officers recovering from injuries).~~ The City shall also set up and establish a wellness program through a contractor such as O2X, in collaboration with SSPBA. The City shall also set up and establish a wellness program through a contractor such as O2X, in collaboration with SSPBA. Such program shall include an integrated on-site specialist designed to increase employee health and decrease City health related costs (such as preventing injuries and assisting officers recovering from injuries).

SSPBA Initial Proposal (04/30/25) – v. 1
City Counterproposal (06/30/25) – v. 2
SSPBA/IAFF Joint Proposal (07/29/25) – v. 3
City Counterproposal (09/17/25) – v. 4
City Last Best and Final Offer (10/16/25) – v. 5
~~SSPBA Last Best and Final Offer (10/16/25) – v. 5~~

ARTICLE 38 RETIREMENT

The City shall continue to provide the retirement benefit plans to bargaining unit employees.

Section A. Retiree Health Care Stipend

1. The City shall continue to provide the monthly health care stipend (\$260 per month) to retirees unless and until adjusted pursuant to Section A(2).
2. Any premium holiday afforded to current employees during the pendency of this Agreement will also be provided to retired members of the bargaining.

Section B. Retirement and Pension Plan

Joint Proposal Language of July 29, 2025

The City shall continue to provide employees with the option to participate in the City's general supplemental retirement plans and the police and fire retirement plans, based upon their eligibility and upon eligibility standards that existed on the effective date of this agreement.

All plan provisions and benefits as currently outlined in the City of Alexandria Firefighters and Police Pension Plan shall continue in full force during the duration of this agreement ~~with the exception of the changes listed in this agreement.~~ If a proposed change is initiated by the Alexandria Firefighter and Police Officers' pension board, SSPBA retains the right to bargain over any proposed change to the current pension benefits of the plan.

~~The following amendment is to be made to the City of Alexandria Firefighters and Police Officers Pension Plan to put into effect the Cost Neutral 20 and Out Provision study performed by Cheiron 7/31/23. The City will implement the following amendment insofar as it is in their power and recommend and seek the approval of any additional lawful authority to implement into the Pension Plan amendment.~~

~~A Participant electing early retirement under the below amendment will not change the date on which the Participant is eligible for the Other Post Employment Benefits (OPEB) medical insurance stipend. The Participant will be eligible for the stipend on the same terms and on the same date they would have been eligible prior to this amendment.~~

SECOND AMENDMENT TO THE CITY OF ALEXANDRIA FIREFIGHTERS AND POLICE OFFICERS PENSION PLAN

~~Section 1.6 (Early Retirement Date) is hereby amended to read as follows~~

~~_____ Early Retirement Date~~

SSPBA Initial Proposal (04/30/25) – v. 1
City Counterproposal (06/30/25) – v. 2
SSPBA/IAFF Joint Proposal (07/29/25) – v. 3
City Counterproposal (09/17/25) – v. 4
City Last Best and Final Offer (10/16/25) – v. 5
~~SSPBA Last Best and Final Offer (10/16/25) – v. 5~~

~~“Early Retirement Date” means the first day of the month coincident with or next following the earlier of the date on which a Participant:~~

~~(1) ——— completes 25 Years of Credited Service as a Covered Employee, or~~

~~(2) ——— completes 20 Years of Credited Service as a Covered Employee. A Participant who completes 20 Years of Credited Service prior to attaining age 50, will reach his or her Early Retirement Date on the first day of the month coincident with or next following the Participant’s 50th birthday, provided the Participant is employed as a Covered Employee on that date.~~

X.8 — REOPENER PROCEDURES

A. Economic Provisions.

- ~~1. In the event any economic provision of this Agreement becomes inoperative for any reason (including, but not limited to action of the Alexandria City Council) all economic provisions of the Agreement shall be reopened for negotiations.~~
- ~~2. If, after negotiations, the parties are unable to agree, the matter shall be referred to an Impasse Neutral for resolution as an impasse matter consistent Sec. 2-5-80 of Title 2, Chapter 5, Article E of the Code of the City of Alexandria, Virginia 1981 as amended.~~
- ~~3. If the SSPBA reopens bargaining pursuant to Article 10, the same economic impasse procedures set forth in this Section A shall apply.~~

B. Non-Economic Provisions

- ~~1. In the event any non-economic provision of this Agreement becomes inoperative, that provision shall be subject to renegotiation at the request of either party. Written requests to bargain must be made to the City Manager's office or to the SSPBA Executive Board President, respectively, no later than 120 days after the non-economic provision becomes inoperative.~~
- ~~2. If no agreement is reached, the controversy shall be referred to impasse as provided for in Sec. 2-5-80 of Title 2, Chapter 5, Article E of the Code of the City of Alexandria, Virginia 1981 as amended.~~

C. Exercise of Management Rights

- ~~1. In the event the City considers any exercise of a management right and the parties are unable to agree as to the effects on employees of the Employer's exercise of such rights, all provisions of this agreement shall be reopened for negotiations as the request of either party provided such request is made within 120 days of the City's decision to exercise its management right.~~
- ~~2. If, after negotiations, the parties are unable to agree, impasse may be declared by either party, and the dispute shall be resolved pursuant to impasse procedures as set forth in Sec. 2-5-80 of Title 2, Chapter 5, Article E of the Code of the City of Alexandria, Virginia 1981 as amended.~~

D. Change in Collective Bargaining Laws.

- ~~1. In the event that, during the duration of this Agreement, the City of Alexandria or the Commonwealth of Virginia increase, by law, the rights of public sector employees to bargaining additional matters than currently allowed as of September 1, 2025, then the SSPBA shall have the option to reopen bargaining for the purpose of bargaining on~~

SSPBA Initial Proposal (7/2025)

City Rejects X.8 (10/15/25)

~~those additional subjects of bargaining by providing written notice to the City Manager no later than 90 days after such law or ordinance was made effective.~~

- ~~2. Bargaining on such matters shall proceed under the timeframes and procedures (including impasse procedures if there is an impasse) set forth in Title 2, Chapter 5, Article E of the Code of the City of Alexandria, Virginia, 1981 as amended.~~

Appendix B

FY27 Pay Scale																
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
8.00%	Police Officer	69,107.00	72,562.35	76,190.47	79,999.99	83,999.99	88,199.99	92,609.99	97,240.49	100,643.91	104,166.44	107,812.27	111,585.70	115,491.20	119,533.39	123,717.06
10.00%	Police Sergeant	79,536.00	83,512.80	87,688.44	92,072.86	96,676.51	101,510.33	106,585.85	111,915.14	115,832.17	119,886.30	124,082.32	128,425.20	132,920.08	137,572.28	142,387.31
8.00%	Police Lieutenant	96,956.00	101,803.80	106,893.99	112,238.69	117,850.62	123,743.16	129,930.31	136,426.83	141,201.77	146,143.83	151,258.86	156,552.92	162,032.28	167,703.41	173,573.02
FY28 Pay Scale																
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
3.5%	Police Officer	71,525.75	75,102.03	78,857.13	82,799.99	86,939.99	91,286.99	95,851.34	100,643.91	104,166.44	107,812.27	111,585.70	115,491.20	119,533.39	123,717.06	128,047.15
	Police Sergeant	82,319.76	86,435.75	90,757.54	95,295.41	100,060.18	105,063.19	110,316.35	115,832.17	119,886.30	124,082.32	128,425.20	132,920.08	137,572.28	142,387.31	147,370.87
	Police Lieutenant	100,349.46	105,366.93	110,635.28	116,167.04	121,975.40	128,074.17	134,477.87	141,201.77	146,143.83	151,258.86	156,552.92	162,032.28	167,703.41	173,573.02	179,648.08
FY29 Pay Scale																
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
3.5%	Police Officer	74,029.15	77,730.60	81,617.13	85,697.99	89,982.89	94,482.03	99,206.14	104,166.44	107,812.27	111,585.70	115,491.20	119,533.39	123,717.06	128,047.15	132,528.80
	Police Sergeant	85,200.95	89,461.00	93,934.05	98,630.75	103,562.29	108,740.40	114,177.42	119,886.30	124,082.32	128,425.20	132,920.08	137,572.28	142,387.31	147,370.87	152,528.85
	Police Lieutenant	103,861.69	109,054.78	114,507.51	120,232.89	126,244.53	132,556.76	139,184.60	146,143.83	151,258.86	156,552.92	162,032.28	167,703.41	173,573.02	179,648.08	185,935.76

SSPBA Initial Proposal (4/25/25) – v. 1
City Counterproposal (7/3/25) – v. 2
SSPBA Counterproposal (9/3/25) – v. 3
City Counterproposal (9/23/25) - v. 4
SSPBA Counterproposal (9/26/25) – v. 5
City Counterproposal (10/01/25) – v. 6
City Last Best and Final Offer (10/15/25) – v. 7
SSPBA Last Best and Final Offer (10/15/25) – v. 8

WAGE PROVISIONS

Article 10: Pay Parity

Section A:

~~Every three years, or more frequently as needed and agreed to by the City and the SSPBA~~Each fiscal year of this contract, the Parties agree to participate in a retreat where they discuss the competitive posture of bargaining unit employees' wages. In preparation for the retreat, the City will conduct a market study of bargaining unit positions to determine the competitive posture of the Department. Once conducted the study shall be provided to the SSPBA in advance of the retreat. The retreat shall be scheduled to occur during the first quarter of ~~anythe~~ fiscal year ~~in which a retreat occurs~~, unless a different time period is agreed to by both parties.

Section B:

The Parties agree that employee pay is intended to be competitive, at a minimum, with the average pay ~~midpoints~~ of comparator organizations in the primary labor market (defined as the Counties of Arlington, VA, Fairfax, VA, Prince William, VA, Montgomery, MD, and Prince George's, MD) and should be consistent with the City's Compensation Philosophy as last issued December 2023. If the salary of any ~~classification~~position within the bargaining unit falls below the primary market averages ~~identified above, and the Union may submit a request~~SSPBA requests to the Department of Human Resources reopen bargaining in FY 2027 or any subsequent fiscal year regarding employee pay for a compensation study to determine if that position, the City and the identified classification warrants reclassification. The SSPBA may submit data and documentation supporting the need for a study along with its request. The Department of Human Resources shall ~~notify the Union within 90 days of a request whether the submitted request has been approved for study. The City Manager, in accordance with the City's compensation philosophy, may propose pay adjustments~~reopen bargaining for such position(s). The purpose of any reopened bargaining is to align the classification position with market conditionsthe competitive marketplace for implementation in the next fiscal year, or sooner, if financially feasible.

SSPBA Initial Proposal (4/25/25) – v. 1
City Counter Proposal (7/3/25) – v. 2
SSPBA Counterproposal (9/3/25) - v. 3
City Counterproposal (9/15/25) - v. 4
SSPBA Counterproposal (9/26/25) – v. 5
City Counterproposal (10/01/25) – v. 6
City Last Best and Final Offer (10/15/25) – v. 7
SSPBA Last Best and Final Offer (10/15/25) – v. 8

Article 12: Longevity Bonus

In order to retain experienced and well-seasoned officers, the City shall provide a ~~\$ - \$1200~~\$2,500 longevity bonus in July of each contract year to each active bargaining unit employee who is at Step 14 of the pay scale.

SSPBA Initial Proposal (4/25/25) – v. 1
City Counterproposal (6/30/25) – v. 2
[SSPBA Counterproposal \(7/31/25\) – v.3](#)
[City Counterproposal \(9/15/25\) – v. 4](#)
[SSPBA Counterproposal \(9/15/25\) – v. 5](#)
[City Counterproposal \(10/01/25\) – v. 6](#)
[SSPBA Counterproposal \(10/15/25\) – v.7 \(LBFO\) \(simplified markup against v. 6 only\)](#)

Article 23: Leave

Section A. Adoption of City Administrative Regulation 18 and Department Directive 4.2

This Agreement adopts the City’s current Administrative Regulation 6-18 and Department Directive 4.2, concerning leave subject to the following additional provisions.

Section B. Sick Leave Pay Out

An employee who has completed 20 or more years of service and who voluntarily separates in good standing from City service shall be paid 25% of their sick leave balance at the current rate of pay at separation.

Section C. Leave Pay Out Buy Back Program

~~Alternatively, an employee in good standing may in his/her discretion elect to have up to one (1) year of sick leave be credited as service for retirement purposes. This study shall be completed by January 31, 2022. At which point the Parties will meet in good faith to attempt to implement a proposal.~~

~~Until superseded by a negotiated replacement provision at the close of the Leave study, employees who have completed twenty or more years of service and who voluntarily separate from the City shall be paid, at minimum, 25% of their sick leave balance at the current rate of pay at separation.~~

Section C. Leave Pay Out Buy Back Program.

An employee who has completed 20 or more years of service and who voluntarily separates in good standing from City service may, in his or her discretion, elect to have up to one (1) year of sick leave be credited as service for retirement purposes (100% conversion rate), instead of being paid out at 25% for that amount. If there is more sick leave on top of the amount applied for retirement purposes, that amount may still be paid out under section B.

At the employee’s discretion, employees may also apply other forms of accrued leave (to include accrued Comp Time or Annual Leave) toward the one year credited for retirement purposes.

Section D. Family and Medical Leave and Paid Parental Leave

The City will provide Family and Medical Leave consistent with the Family and Medical Leave Act (FMLA), as amended, and its Administrative Regulation, as amended.

The City’s Paid Parental Leave is determined on an individual basis (for example, in the case of two City employees in the same family).

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Section E. Annual Leave

This CBA adopts the City and Department policies on Annual Leave except that a bargaining unit employee may carry over up to 400 hours of annual leave time from one year to the next. Throughout the year, an employee may accrue more than the 400 hour cap, however, any amount over 400 would be converted into sick leave at the beginning of the first pay period of the new calendar year.

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SSPBA Initial Proposal (04/30/25) – v. 1
City Counterproposal (6/30/25) – v. 2
SSPBA Counterproposal (7/28/25) – v. 3
City Counterproposal (9/15/25) – v. 4
SSPBA Counterproposal (9/16/25) – v. 5
City Counterproposal (9/23/25) – v. 6
SSPBA Counterproposal (9/26/25) – v. 7
City Counterproposal (10/01/25) – v. 8
SSPBA Counterproposal (10/15/25) – v. 9 (oral offer, rejected by City)
SSPBA LBFO (10/15/25) v. 10

Article 31: Officer Health and Longevity

Section A. All members of the Bargaining Unit will be afforded the opportunity for physical training time during duty hours, at the Departmental or other City facilities, for one (1) hour during their shift upon request and with supervisor approval, subject to staffing needs and calls for service. The time it takes to change and be back in uniform and back into service will be included as part of the hour. Based on departmental need, work outs can be cancelled and employees called back into service.

The employee's supervisor can determine whether the work-out time is at the beginning, middle, or end based on staffing needs.

Employees will not be afforded this time for activities that do not involve or are not related to physical training/conditioning.

Section B. The City does not require an annual physical. However, the City will provide annual physicals to employees, at employee cost, if requested by the employee.

Section ~~C~~BCE. The City shall provide employees access to mental health and wellness services at the City's cost through an employee assistance program. The City will also establish a wellness and performance program through a third-party vendor, which must be a reputable organization specializing in optimizing law enforcement officers' operational efficiency and career longevity and overall wellness and readiness for duty through a holistic approach to physical and mental health. The request for proposal (RFP) by the City for such third-party vendor shall include the requirement for the vendor to provide (1) an integrated comprehensive program addressing the fundamental pillars of human performance (nutrition, sleep, injury risk reduction, physical conditioning, mental performance, and behavioral health) and (2) an embedded onsite specialist (e.g., a specialist embedded within the Department to implement and monitor the administration of the wellness program based on the Department's needs) proficient in the needs of law-enforcement officers or those in law-enforcement adjacent fields. Notwithstanding the foregoing, the City is not required to accept an RFP for a program (or any part thereof) that proposes to cost the City more than \$300,000 annually.

SSPBA Initial Proposal (04/30/25) – v. 1
City Counterproposal (06/30/25) – v. 2
SSPBA/IAFF Joint Proposal (07/29/25) – v. 3
City Counterproposal (09/17/25) – v. 4
City Last Best and Final Offer (10/16/25) – v. 5
[SSPBA Last Best and Final Offer \(10/16/25\) – v.5](#)

ARTICLE 38 RETIREMENT

The City shall continue to provide the retirement benefit plans to bargaining unit employees.

Section A. Retiree Health Care Stipend

1. The City shall continue to provide the monthly health care stipend (\$260 per month) to retirees unless and until adjusted pursuant to Section A(2).
2. Any premium holiday afforded to current employees during the pendency of this Agreement will also be provided to retired members of the bargaining.

~~*Joint Proposal Language of July 29, 2025*~~

Section B. Retirement and Pension Plan

The City shall continue to provide employees with the option to participate in the City's general supplemental retirement plans and the police and fire retirement plans, based upon their eligibility and upon eligibility standards that existed on the effective date of this agreement.

All plan provisions and benefits as currently outlined in the City of Alexandria Firefighters and Police Pension Plan shall continue in full force during the duration of this agreement- with the exception of the changes listed in this agreement. If a proposed change is initiated by the Alexandria Firefighter and Police Officers' pension board, SSPBA retains the right to bargain over any proposed change to the current pension benefits of the plan.

The following amendment is to be made to the City of Alexandria Firefighters and Police Officers Pension Plan to put into effect the Cost Neutral 20 and Out Provision study performed by Cheiron 7/31/23. The City will implement the following amendment insofar as it is in their power and recommend and seek the approval of any additional lawful authority to implement into the Pension Plan amendment.

A Participant electing early retirement under the below amendment will not change the date on which the Participant is eligible for the Other Post Employment Benefits (OPEB) medical insurance stipend. The Participant will be eligible for the stipend on the same terms and on the same date they would have been eligible prior to this amendment.

SECOND AMENDMENT TO THE CITY OF ALEXANDRIA FIREFIGHTERS AND POLICE OFFICERS PENSION PLAN

Section 1.6 (Early Retirement Date) is hereby amended to read as follows

SSPBA Initial Proposal (04/30/25) – v. 1
City Counterproposal (06/30/25) – v. 2
SSPBA/IAFF Joint Proposal (07/29/25) – v. 3
City Counterproposal (09/17/25) – v. 4
City Last Best and Final Offer (10/16/25) – v. 5
[SSPBA Last Best and Final Offer \(10/16/25\) – v.5](#)

Early Retirement Date

“Early Retirement Date” means the first day of the month coincident with or next following the earlier of the date on which a Participant:

(1) _____ completes 25 Years of Credited Service as a Covered Employee, or

(2) _____ completes 20 Years of Credited Service as a Covered Employee. A Participant who completes 20 Years of Credited Service prior to attaining age 50, will reach his or her Early Retirement Date on the first day of the month coincident with or next following the Participant’s 50th birthday, provided the Participant is employed as a Covered Employee on that date.

X.8 – REOPENER PROCEDURES

A. Economic Provisions.

1. In the event any economic provision of this Agreement becomes inoperative for any reason (including, but not limited to, action of the Alexandria City Council pursuant to Sec. 2-5-70(c) of Title 2, Chapter 5, Article E of the Code of the City of Alexandria, Virginia 1981) all economic provisions of the Agreement shall be reopened for negotiations upon written request from the SSPBA prior to July 1 of any year in which mid-term bargaining is sought pursuant to these procedures.
2. If, after negotiations, the parties are unable to agree, the matter shall be referred to an Impasse Neutral for resolution as an impasse matter consistent Sec. 2-5-80 of Title 2, Chapter 5, Article E of the Code of the City of Alexandria, Virginia 1981 as amended.
3. If the SSPBA reopens bargaining pursuant to Article 10 of this Agreement, the same economic impasse procedures set forth in this Section A shall apply.

B. Change in Collective Bargaining Laws.

1. In the event that, during the duration of this Agreement, the City of Alexandria or the Commonwealth of Virginia increase, by law, the rights of public sector employees to bargain additional matters than currently allowed as of September 1, 2025, then the SSPBA shall have the option to reopen bargaining for the purpose of bargaining on those additional subjects of bargaining only by providing written notice to the City Manager no later than 90 days after such law or ordinance was made effective.
2. Mid-term bargaining under section D of the Article shall be initiated as set forth under subsection (D)(1) while impasse/conclusion procedures shall proceed under the timeframes and procedures set forth in Title 2, Chapter 5, Article E of the Code of the City of Alexandria, Virginia, 1981 as amended.